

CONDOMINIUM - NOTICE OF INSURANCE

To: To Whom it May Concern
UNIT OWNER

Date: 10/30/2016

3300 Park Avenue,

Bridgeport, CT 06606

The 3300 Park Avenue Condominium Assoc. has obtained the following insurance policy,
ASSOCIATION NAME

Subject to its terms, conditions and exclusions, which is at present in force in:

Company(s): GNY

Policy Number(s): 8106D31907

Covering the Association's property at:

Policy Period: From: 11/1/15

3300 Park Avenue

To: 11/1/16

Bridgeport, CT 06606

COVERAGE PROVIDED BY THE ABOVE POLICY INCLUDES:

PROPERTY COVERAGES	PERILS INSURED AGAINST	LIMITS OF LIABILITY
Buildings	Blanket Building - All Units. All In Coverage Deductible Replacement Cost - 26 Units	\$11,049,195 \$2,500
Contents (owned and maintained by the Association)	<input type="checkbox"/> Same as Above <input type="checkbox"/> Named Perils	
Other Coverages (describe)	Employee Dishonesty 8106D31907	\$25,000

LIABILITY COVERAGES	LIMITS OF LIABILITY
Bodily Injury and Property Damage (single limit)	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

Mortgagee: As applicable to each owner

Evidence of Insurance

People's United Insurance Agency

by: Patricia Fiebich

PROTECTO-GUARD

Non-Assessable



This policy is issued by the following GNY Company:

**STRATHMORE INSURANCE
COMPANY**

This policy jacket with the policy forms, declarations page and endorsements, if any, issued to form a part thereof, completes the policy.

COMMON POLICY DECLARATIONS

THIS POLICY IS ISSUED BY THE
STRATHMORE INSURANCE COMPANY
HOME OFFICE
200 MADISON AVENUE NEW YORK, NY 10016
A STOCK COMPANY

POLICY NUMBER **8106D31907**

POLICY TERM **1** **Year**

ACCOUNT NUMBER **06D3190715**

ENDORSEMENT NUMBER

NAMED INSURED AND MAILING ADDRESS
3300 PARK AVENUE CONDOMINIUM
ASSOCIATION, INC.
C/O CMG
263 BOSTON POST RD
ORANGE CT 06477-3520

PRODUCER 0010187
PEOPLE'S UNITED INSURANCE AGENCY,
INC.
850 MAIN STREET
BRIDGEPORT CT 06604

POLICY PERIOD: FROM **11-01-2015** TO: **11-01-2016** AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN.

ENDORSEMENT DATE:

BUSINESS DESCRIPTION: **CORPORATION**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS:

		<u>PREMIUM</u>
COMMERCIAL PROPERTY COVERAGE PART	\$	18,245.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$	2,319.00

TOTAL \$ 20,564.00

FORMS APPLICABLE TO ALL COVERAGE PARTS:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

TOTAL PREMIUM \$ **20,564.00**

THE POLICY MAY BE SUBJECT TO ADJUSTMENT.

COUNTERSIGNED _____

DATE

BY



AUTHORIZED REPRESENTATIVE

**DESIGNATION OF PREMISES SCHEDULE
COMMERCIAL LINES POLICY**

THIS POLICY IS ISSUED BY THE
STRATHMORE INSURANCE COMPANY

NAMED INSURED 3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.		EFFECTIVE DATE 11-01-15	POLICY NUMBER 8106D31907 ENDORSEMENT NUMBER
LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	001	3300 PARK AVE UNIT 1-8, BRIDGEPORT, CT 06604-1144 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	RES CONDO 8 UNITS 1 BLDG
001	002	3300 PARK AVE UNIT 9-16, BRIDGEPORT, CT 06604-1144 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDO 8 UNITS 1 BLDG
001	003	3300 PARK AVE UNIT 27-36, BRIDGEPORT, CT 06604-1144 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	RES CONDO 10 UNITS 1 BLDG

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF FORMS AND ENDORSEMENTS

THIS POLICY IS ISSUED BY THE
STRATHMORE INSURANCE COMPANY

NAMED INSURED 3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.		POLICY NUMBER 8106D31907 ENDORSEMENT NUMBER
		COUNTERSIGNED BY: _____ AUTHORIZED REPRESENTATIVE
SCHEDULE OF FORMS & ENDORSEMENTS EFFECTIVE DATE: 11-01-15	POLICY PERIOD: FROM: 11-01-2015 TO: 11-01-2016	

COMMON POLICY FORMS AND ENDORSEMENTS

PG SIC	06-13	PROTECTO-GUARD
GNY 001	09-91	COMMON POLICY DECLARATIONS
GNY 002	06-91	DESIGNATION OF PREMISES SCHEDULE
GNY 003A	07-09	SCHEDULE OF FORMS AND ENDORSEMENTS
IDR COVDEC	02-09	IDENTITY RECOVERY COVERAGE PART DEC
IDRAS	03-10	IDENTITY RECOVERY COVERAGE FORM
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 01 40	11-05	CONNECTICUT CHANGES - CIVIL UNION
IL 01 43	01-09	CONNECTICUT CHANGES - CANC & NONRENL
IL 09 35	07-02	EXCL OF CERTAIN COMPUTER- RELATED LOSSES
IL 09 52	01-15	CAP/LOSSES FROM CERTIFIED ACTS OF TERROR
IL 09 85	01-15	DISCLOSURE PURSUANT/TERROR RISK INS ACT

PROPERTY FORMS AND ENDORSEMENTS

GNY 004	09-91	COMMERCIAL PROPERTY COVERAGE PART
GNY 005	06-91	COMMERCIAL PROPERTY COVERAGE PART
GNYCP 03	02-11	EQUIPMENT BREAKDOWN ENHANCEMENT ENDT
CPCIVIL	01-06	CLARIFICATION OF CIVIL AUTHORITY
DATA C	11-14	DATA COMPROMISE COVERAGE FORM
DATA C DEC	11-14	DATA COMPROMISE SUPPLEMENTAL DECLARATION
PACKC CW	04-13	ENHANCED PROPERTY COVERAGE ENDORSEMENT F
PERUDED	03-13	PER UNIT DEDUCTIBLE COV END
PF-LOSS	01-97	SCHEDULE OF LOSS PAYEE(S)
PUDSCH	03-12	PER UNIT DED. SCHEDULE OF COV. & LOCS
XREPCST	03-05	EXTENDED REPLACEMENT COST ENDORSEMENT
CP 00 30	06-07	BUSINESS INCOME COVERAGE (&/EX EXP)
CP 10 32	08-08	WATER EXCLUSION ENDORSEMENT
CP 00 17	06-07	CONDOMINIUM ASSOCIATION COVERAGE FORM
CP 00 90	07-88	COMMERCIAL PROPERTY CONDITIONS
CP 01 38	06-95	CONNECTICUT CHANGES - CONDO ADDL PROV
CP 01 39	06-95	CONNECTICUT CHANGES - CONDO ASSOC CHGS
CP 01 80	03-12	CONNECTICUT CHANGES
CP 03 21	06-07	WINDSTORM OR HAIL PERCENTAGE DED
CP 10 30	06-07	CAUSES OF LOSS - SPECIAL FORM
CP 12 18	06-07	LOSS PAYABLE PROVISIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF FORMS AND ENDORSEMENTS

THIS POLICY IS ISSUED BY THE
STRATHMORE INSURANCE COMPANY

NAMED INSURED 3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.		POLICY NUMBER 8106D31907 ENDORSEMENT NUMBER
		COUNTERSIGNED BY: _____ AUTHORIZED REPRESENTATIVE
SCHEDULE OF FORMS & ENDORSEMENTS EFFECTIVE DATE: 11-01-15		POLICY PERIOD: FROM: 11-01-2015 TO: 11-01-2016
CP 14 15	07-88	ADDITIONAL BUILDING PROPERTY
CP 16 15	07-88	STATEMENT OF VALUES
LIMDED.	07-15	AMENDMENT OF LIMITS AND DEDUCTIBLES
GENERAL LIABILITY FORMS AND ENDORSEMENTS		
GNY 020	11-04	GENERAL LIABILITY DECLARATIONS
GNY 021	06-91	GENERAL LIABILITY SCHEDULE
GNY 21 33	02-08	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 00 01	12-07	COMMERCIAL GENERAL LIABILITY COV FORM
CG 00 67	03-05	EXCL-VIOL OF STATS THAT GOVERN EMAIL FAX
CG 00 68	05-09	RECRDG AND DISTRB OF MATRL OR INFO EXCL
CG 20 04	11-85	ADDL INSD-CONDOMINIUM UNIT OWNERS
CG 21 16	07-98	EXCL-DESIGNATED PROFESSIONAL SERVICES
CG 21 44	07-98	LIMIT OF COV TO DESIGNATED PREM OR PROJ
CG 81 02	02-05	BASIC CONSTRUCTION EXCLUSION
CGU 00 05	02-06	AMENDMENT OF OTHER INSURANCE CONDITIONS
CGU-001	02-05	HIRED AUTO AND NON-OWNED AUTO LIABILITY
DOCT	02-05	CONNECTICUT AMENDATORY ENDORSEMENT
U329 DO1	02-05	DIRECTORS AND OFFICERS' LIAB COV PART
XPUNDAM	06-13	EXCLUSION FOR PUNITIVE DAMAGES AND SIMIL
EPLIDEC	10-07	COMMERCIAL EMPLOYMENT PRACTICES DEC PAGE
EPLI CT	10-07	EMPLOYMENT PRACTICES LIAB INS COV
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
PAKC GL	06-14	ENHANCED GENERAL LIABILITY COVERAGE ENDO
E-RD	02-05	RETROACTIVE DATE ENDORSEMENT
CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
GLU-113	02-05	ASBESTOS HAZARD EXCLUSION ENDT
LEMS	02-05	LEAD POISONING EXCLUSION
CG 21 69	01-02	WAR OR TERRORISM EXCLUSION
CG 21 73	01-15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 26 19	11-06	CT CHANGES - CONDOMINIUMS
CG 21 07	05-14	EXCL-ACC/DISCL OF CONFI OR PERSONAL INFO
CG 21 55	09-99	TOTAL POLLUTION EXCLUSION WITH A HOSTILE
POLICYHOLDER JACKETS		
PG SIC	06-13	PROTECTO-GUARD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY DECLARATIONS (Continued)

THIS POLICY IS ISSUED BY THE
STRATHMORE INSURANCE COMPANY

NAMED INSURED 3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.	POLICY NUMBER 8106D31907 ENDORSEMENT NUMBER
	COUNTERSIGNED BY: _____ AUTHORIZED REPRESENTATIVE
COMMON POLICY DECLARATIONS (Continued) EFFECTIVE DATE: 11-01-15	POLICY PERIOD: FROM: 11-01-2015 TO: 11-01-2016

THIS ENDORSEMENT IS USED AS AN OVERFLOW FOR FIELDS ON THE DECLARATIONS PAGE NOT LARGE ENOUGH FOR THE NECESSARY INFORMATION AND TO LIST OPTIONAL COVERAGES.

IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY IS PAYABLE ON INSTALLMENTS AS FOLLOWS:

DUE	PREVIOUS TOTAL	PREMIUM	SURCHARGE	GRAND TOTAL
DEPOSIT 11/01/2015		5,140.00		5,140.00
INSTALL 12/01/2015		1,928.00		1,928.00
INSTALL 01/01/2016		1,928.00		1,928.00
INSTALL 02/01/2016		1,928.00		1,928.00
INSTALL 03/01/2016		1,928.00		1,928.00
INSTALL 04/01/2016		1,928.00		1,928.00
INSTALL 05/01/2016		1,928.00		1,928.00
INSTALL 06/01/2016		1,928.00		1,928.00
INSTALL 07/01/2016		1,928.00		1,928.00

**THERE IS A \$5 SERVICE FEE FOR EACH PREMIUM INSTALLMENT.
THIS FEE IS NOT INCLUDED IN THE PREMIUMS SHOWN ABOVE.**

Identity Recovery Coverage Part Declarations

Named Insured: 3300 PARK AVENUE CONDOMINIUM

Policy Number 8106D31907

Effective Date 11-01-15

Expense Reimbursement Coverage Limit

\$25,000 Annual Aggregate Limit per Insured

Special Terms or Conditions

Identity Recovery Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this Insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section G - DEFINITIONS.

A. COVERAGE

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy;
2. Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Identity Recovery coverage is applicable;
3. Such "identity theft" is reported in writing to the police; and
4. Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured."

If all four of the requirements listed above have been met, then we will provide the following to the "identity recovery insured":

1. Case Management Service

Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

2. Expense Reimbursement

Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft."

You may make a claim under this coverage prior to reporting the "identity theft" to the police, and we may refer the "identity recovery insured" to an "identity recovery case manager" if the other three coverage requirements are met. However, we will not reimburse any "identity recovery expenses" until the "identity theft" has been reported in writing to the police, and we reserve our right to terminate the services of the "identity recovery case manager" if the "identity recovery insured" does not make such a written report to the police within a reasonable period of time.

B. EXCLUSIONS

We do not cover:

1. "Identity recovery expenses" incurred to restore a professional or business identity.
2. "Identity recovery expenses" incurred due to any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
3. Loss arising from an "identity theft" that is not reported in writing to the police.
4. Loss arising from war, including any the following and any consequence of the following:
 - a. Undeclared war, civil war, insurrection rebellion or revolution;
 - b. Warlike act by a military force or military personnel; or
 - c. Destruction, seizure or use for a military purpose.
5. Loss arising from Nuclear Hazard. Nuclear Hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

C. LIMITS OF INSURANCE

1. Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement coverage.
2. Expense Reimbursement coverage is subject to a limit as indicated in the Declarations. This is an annual aggregate limit per "identity recovery insured." Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity recovery insured" which are first discovered by the "identity recovery insured" during a 12-month period

starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

3. Legal costs as provided under item d. of the definition of "identity recovery expenses" are part of, and not in addition to, the Expense Reimbursement coverage limit.
4. Item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to a sublimit of \$5,000. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."
5. Item g. (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."
6. Item h. (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expenses Reimbursement coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

D. DEDUCTIBLES

1. Case Management Service is not subject to a deductible
2. Expense Reimbursement coverage is subject to a \$500 deductible. Any one "identity recovery insured" shall be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. Duties in the Event of Loss or Damage

You must see that the following are done in the event of loss:

- a. Report the "identity theft" to the police in writing.
- b. Give us a prompt notice of the loss.
- c. Send us a signed, sworn proof of loss containing the information we request. You

must do this within 60 days after our request.

- d. Cooperate with us in the investigation and settlement of the claim.

2. Assistance and Claims

For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line at 1-800-414-9905**. The Help Line can provide:

- a. Information and advice for how to respond to a possible "identity theft"; and
- b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses."

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve you or us of any obligation under this Identity Recovery Coverage.

2. Concealment, Misrepresentation or Fraud

We will not pay for any loss and coverage will be void if you or any additional insured at any time:

- a. Intentionally cause or allow loss or expense in order to collect on insurance; or
- b. Intentionally conceal or misrepresent a material fact concerning:
 - (1) This Identity Recovery Coverage; or
 - (2) A claim under this Identity Recovery Coverage.

3. Coverage Territory

Subject to its terms, conditions and exclusions, this policy applies to an "identity theft" occurring anywhere in the world, but we shall only pay for loss incurred by an "identity recovery insured" in the United States, Puerto Rico or Canada.

5. Legal Action Against Us

No one may bring a legal action against us under this Identity Recovery Coverage unless:

- a. There has been full compliance with all the terms of this Identity Recovery Coverage; and
- b. The action is brought within two years after the date that the "identity theft" is first discovered by the "identity recovery insured."

6. Liberalization

If we adopt any standard form revision for general use that would broaden the coverage under this Identity Recovery Coverage without additional premium, the broadened coverage will apply to this Identity Recovery Coverage commencing on the date that such revision becomes effective in the jurisdiction of the mailing address for the First Named Insured.

7. Other Insurance

If there is other insurance that applies to the same loss, damage or expense, this Identity Recovery Coverage shall apply on a primary basis.

8. Services

The following conditions apply as respects any services provided by us or our designees to any "identity recovery insured" under this endorsement:

- a. Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured."
- b. All services may not be available or applicable to all individuals. For example, "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."

G. DEFINITIONS

1. **'Identity Recovery Case Manager'** means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured." This includes, with the permission and cooperation of the "identity recovery insured," written and

telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

2. **'Identity Recovery Expenses'** means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft":
 - a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."
 - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft."
 - c. Costs for credit reports from established credit bureaus.
 - d. Fees and expenses for an attorney approved by us for the following:
 - (1) The defense of any civil suit brought against an "identity recovery insured."
 - (2) The removal of any civil judgment wrongfully entered against an "identity recovery insured."
 - (3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency.
 - (4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report.
 - (5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity of the "identity recovery insured."
 - e. Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
 - f. Actual costs for supervision of children or elderly or infirm relatives or dependants of

the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."

- g. Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."
- h. Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft." Such costs include:
 - (1) Costs by the "identity recovery insured" to recover control over his or her personal identity.
 - (2) Deductibles or service fees from financial institutions.
Such costs do not include:
 - (3) Costs to avoid, prevent or detect "identity theft" or other loss.
 - (4) Monies lost or stolen.
 - (5) Costs that are restricted or excluded elsewhere in this endorsement or policy.

3. **'Identity Recovery Insured'** means the following:
- a. A full time employee of the entity insured under this policy; or
 - b. An owner of the entity insured under this policy who meets any of the following criteria:
 - (1) A sole proprietor of the insured entity;
 - (2) A partner in the insured entity; or
 - (3) An individual having an ownership position of 20% or more of the insured entity.
 - d. When the entity insured under this policy is a co-operative or condominium association, the current directors and officers of the insured association.

An "identity recovery insured" must always be an individual person. Any entity insured under this policy, other than an individual person, is not an "identity recovery insured."

4. **'Identity Theft'** means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter

into contracts or commit crimes.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PROFESSIONAL LIABILITY COVERAGE PART

- A.** The term "spouse" is replaced by the following:
 Spouse or party to a civil union recognized under Connecticut law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, or Farm Umbrella Liability Policy, the term "family member" is replaced by the following:
 "Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Connecticut law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. Cancellation of policies in effect for 60 days or more.

a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Nonpayment of premium;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim under the policy;

(d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

(e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

(2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

(a) Physical changes in the property which increase the hazard insured against;

(b) A material increase in the hazard insured against; or

(c) A substantial loss of reinsurance by us affecting this particular line of insurance.

b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph **3.a.** above.

c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

d. Notice of cancellation will be sent or delivered by:

(1) Registered mail;

(2) Certified mail; or

(3) Mail evidenced by a United States Post Office certificate of mailing.

4. We will give notice to you at your last mailing address known to us.

5. Notice of cancellation will state the specific reason for cancellation and the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. Notice of cancellation will state that the excess premium (if not tendered) will be refunded on demand.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following are added to the **Appraisal Loss Condition**:

1. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal.
2. If the appraisers do not agree on the selection of an umpire within 15 days, they must request selection of an umpire by a judge of a court having jurisdiction.

C. The **Mortgageholders** Additional Condition is replaced by the following:

MORTGAGEHOLDER INTERESTS AND OBLIGATIONS

If loss hereunder is made payable, in whole or in part, to a designated mortgageholder not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgageholder a ten days' written notice of cancellation.

If you fail to render proof of loss such mortgageholder, upon notice, shall render proof of loss in the form specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If we claim that no liability existed as to the mortgagor or owner, we shall, to the extent of payment of loss to the mortgageholder, be subrogated to all the mortgageholder's rights of recovery, but without impairing mortgageholder's rights to sue; or we may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgageholder may be added hereto by agreement in writing.

D. The following are added:

1. If any conditions of The Standard Fire Insurance Policy of the State of Connecticut, as set forth in the General Statutes of Connecticut, are construed to be more liberal than any other policy condition, the conditions of The Standard Fire Insurance Policy will apply.

2. NONRENEWAL

- a. If we decide not to renew this policy, we will mail or deliver to you a written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.
- b. This notice will be delivered or sent by:
 - (1) Registered mail;
 - (2) Certified mail; or
 - (3) Mail evidenced by a certificate of mailing.
 If notice is mailed, proof of mailing is sufficient proof of notice.
- c. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss - Basic Form or the Causes Of Loss - Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

<p>SCHEDULE – PART I</p> <p>Terrorism Premium (Certified Acts) \$259</p> <p>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</p> <p>ANY OF THE FOLLOWING LINES OF BUSINESS THAT ARE A PART OF THIS POLICY: COMMERCIAL PROPERTY COMMERCIAL INLAND MARINE</p> <p>Additional information, if any, concerning the terrorism premium:</p>
<p>SCHEDULE – PART II</p> <p>Federal share of terrorism losses <u>85%</u> Year: 20 <u>15</u> (Refer to Paragraph B. in this endorsement.)</p> <p>Federal share of terrorism losses <u>84%</u> Year: 20 <u>16</u> (Refer to Paragraph B. in this endorsement.)</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**COMMERCIAL PROPERTY DECLARATIONS
COMMERCIAL PROPERTY COVERAGE PART**

THIS POLICY IS ISSUED BY THE
STRATHMORE INSURANCE COMPANY

NAMED INSURED 3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.	EFFECTIVE DATE 11-01-15	POLICY NUMBER 8106D31907 ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE
COVERAGES PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.
OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	001	BUILDING FRAME	\$ 11,049,195	SPECIAL	90

OTHER PROVISIONS

TERRITORY: **001** PROTECTION CLASS: **03** OCCUPANCY: **RES CONDO 8**
 AGREED VALUE: REPLACEMENT COST INFLATION GUARD: %
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA
 DEDUCTIBLE: **2,500** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:
BLKT GRP # 1.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	001	BUS INC (c) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100

OTHER PROVISIONS

TERRITORY: **001** PROTECTION CLASS: **03** OCCUPANCY: **RES CONDO 8**
 AGREED VALUE: REPLACEMENT COST INFLATION GUARD: %
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:
BLKT GRP # 2.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	002	BUILDING FRAME	BLKT GRP 1	SPECIAL	90

OTHER PROVISIONS

TERRITORY: **001** PROTECTION CLASS: **03** OCCUPANCY: **RES CONDO 8**
 AGREED VALUE: REPLACEMENT COST INFLATION GUARD: %
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA
 DEDUCTIBLE: **2,500** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	002	BUS INC (c) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100

OTHER PROVISIONS

TERRITORY: **001** PROTECTION CLASS: **03** OCCUPANCY: **RES CONDO 8**
 AGREED VALUE: REPLACEMENT COST INFLATION GUARD: %
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:
BLKT GRP # 2.

**COMMERCIAL PROPERTY DECLARATIONS
COMMERCIAL PROPERTY COVERAGE PART**

THIS POLICY IS ISSUED BY THE
STRATHMORE INSURANCE COMPANY

NAMED INSURED 3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.	EFFECTIVE DATE 11-01-15	POLICY NUMBER 8106D31907 ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE
COVERAGES PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.
OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	003	BUILDING FRAME	BLKT GRP 1	SPECIAL	90

OTHER PROVISIONS

TERRITORY: **001** PROTECTION CLASS: **03** OCCUPANCY: **RES CONDO 10**
 AGREED VALUE: REPLACEMENT COST INFLATION GUARD: %
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA
 DEDUCTIBLE: **2,500** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	003	BUS INC (c) INCL EXTRA EXP FRAME	ACTUAL LOSS SUSTAINED	SPECIAL	100

OTHER PROVISIONS

TERRITORY: **001** PROTECTION CLASS: **03** OCCUPANCY: **RES CONDO 10**
 AGREED VALUE: REPLACEMENT COST INFLATION GUARD: %
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA
 DEDUCTIBLE: **BLKT GRP # 2.** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.

OTHER PROVISIONS

TERRITORY: PROTECTION CLASS: OCCUPANCY:
 AGREED VALUE: REPLACEMENT COST INFLATION GUARD: %
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.

OTHER PROVISIONS

TERRITORY: PROTECTION CLASS: OCCUPANCY:
 AGREED VALUE: REPLACEMENT COST INFLATION GUARD: %
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

**COMMERCIAL PROPERTY DECLARATIONS
COMMERCIAL PROPERTY COVERAGE PART (CONTINUED)**

THIS POLICY IS ISSUED BY THE
STRATHMORE INSURANCE COMPANY

NAMED INSURED 3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.	EFFECTIVE DATE 11-01-15	POLICY NUMBER 8106D31907 ENDORSEMENT NUMBER
FORMS APPLICABLE: See Schedule of Forms and Endorsements		
MORTGAGE HOLDERS: See Schedule of Mortgage Holder(s)		
LOSS PAYEES: See Schedule of Loss Payee(s)		
TAX OR SURCHARGE:		\$
TOTAL ANNUAL PREMIUM - THIS COVERAGE PART:		\$ 18,245.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT

As respects the coverage provided by this **Equipment Breakdown Enhancement Endorsement**, the coverage provided in the following Coverage Forms is modified.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS – BASIC FORM
CAUSES OF LOSS – BROAD FORM
CAUSES OF LOSS - SPECIAL FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
COMMERCIAL PROPERTY CONDITIONS FORM
WATER EXCLUSION FORM

AMENDMENTS TO THE COMMERCIAL PROPERTY CONDITIONS FORM

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following replaces **C. INSURANCE UNDER TWO OR MORE COVERAGES**:

If the Equipment Breakdown Enhancement Endorsement and one of the following:

- Movie Theater Specialty Coverage Endorsement;
- Habitational Specialty Coverage Endorsement;
- Manufactures' Specialty Endorsement;
- A Package Enhanced Coverage Endorsement

applies to the same loss or damage, the limits provided by the Endorsements will not be added together. The most we will pay is the higher of the two limits. In all other cases, if two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual of the loss or damage.

AMENDMENTS TO THE BUILDING AND PERSONAL PROPERTY AND CONDOMINIUM ASSOCIATION COVERAGE FORMS

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following is added to **2. Property Not Covered** under **A. Coverage**:

- r. Insulating or refractory material;
- s. Structure, foundation, cabinet or compartment containing the object;
- t. Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
- u. Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment; felt, wire, screen, die, extrusion, plate, swing hammer, grinding disc, cutting blade, cable, chain, belt, rope, clutch plate, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following is added to **d. Pollutant Clean Up and Removal** under **A.4. Additional Coverage**:

d. Pollutant Clean Up and Removal

We will pay for the Pollutant Clean Up and Removal for loss resulting from an "Equipment Breakdown". The most we will pay for the Pollutant Clean Up and Removal is **\$250,000** unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply. Any amount we pay under this Pollutant Clean Up and Removal Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water at your covered location(s).

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following are added to **A.4. Additional Coverage**:

g. Expediting Expenses

We will pay for the expediting expense loss resulting from an "Equipment Breakdown" with respect to your damaged Covered Property. We will pay the reasonable extra cost to:

- (1) Make temporary repairs;
- (2) Expedite permanent repairs; and
- (3) Expedite permanent replacement

"Reasonable extra cost" shall mean the extra cost of temporary repair and of expediting the repair of such damaged equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation. This will be a part of and not an addition to the limit per loss.

"Expediting Expenses" shall mean – only to the extent it reduces the amount of loss that otherwise would have been payable under this "Equipment Breakdown" coverage.

h. Refrigerant Contamination

We will pay for direct physical loss of damage to Covered Property due to contamination by refrigerant (including ammonia) used in refrigerating, cooling or humidity controlled equipment at the described premises as a result of an "Equipment Breakdown".

The most we will pay for the sum of all direct loss or damage and business income and extra expense under this coverage is **\$250,000** unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply. Any amount we pay under this Refrigerant Contamination Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property.

i. Spoilage

We will pay for loss of "perishable goods" due to spoilage resulting from lack or excess of power, light, heat, steam or refrigeration caused by an "Equipment Breakdown" to types of property covered by this policy, that are:

- (1) Located on or within 1,000 feet of your described premises; and
- (2) Owned or used by you, owned by the building owner at your described premises, or owned by a public utility.

However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freeze, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water damage, earth movement.

The most we will pay for loss or damage under this coverage is **\$250,000** unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply. Any amount we pay under this Spoilage Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property.

j. CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances resulting from an "Equipment Breakdown".

Additional costs mean those in excess of what would have been required to repair or replace covered property, had no CFC refrigerant been involved. We also pay for additional loss as described under the Spoilage or Loss of Income Coverages provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

We pay no more than the least of the following but not to exceed policy limit:

- (1) The cost to repair the damaged property and replace any lost CFC refrigerant;
- (2) The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- (3) The cost to replace the system with one using a non-CFC refrigerant.

k. Computer Equipment

We will pay for loss or damage to your "computer equipment" caused by an "Equipment Breakdown".

"Computer equipment" means Covered Property that is electronic computer or other data processing equipment, including peripherals used in conjunction with such equipment, and electronic media and records.

l. Off Premises Services Interruption

- a. For coverage provided by this endorsement, with respect to your damaged Covered Property, we will pay for loss or damage caused by the Interruption of Services to the premises described in the Declarations. The interruption must result from direct physical loss or damage by an "Equipment Breakdown" to property not on the described premises that provided the following services:
 - (1) Water Supply Services, meaning the following types of property supplying water to the premises described in the Declarations:
 - (a) Pumping stations
 - (b) Water mains
 - (2) Communications Supply Service, means property supplying communication services including telephone, radio, microwave or television services to the premises described in the Declarations such as:
 - (a) Communication transmission lines
 - (b) Coaxial cables; or
 - (c) Microwave radio relays except satellitesIt does not include overhead transmissions lines.
 - (3) Power Supply Service, means the following types of property supplying electricity, steam or gas to the premises described in the Declarations:
 - (a) Utility generation plants
 - (b) Switching stations
 - (c) Substations
 - (d) Transformers
 - (e) Transmission linesIt does not include overhead transmissions lines.
- b. However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freeze, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water damage, earth movement.
- c. Deductibles:
 - (1) For Business Income and Extra Expense, we will only pay for the loss you sustain after the first 12 hours following the direct physical loss or damage to the off premises property to which this Additional Coverage applies.

(2) For Direct damage losses, a **\$1,000** per occurrence deductible applies.

The most we will pay for the sum of all loss, damage, business income and extra expense under this Additional Coverage is **\$250,000**. Any amount we pay under this Off-Premises Services Interruption Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. The Coinsurance Condition does not apply to this Additional Coverage.

Exclusion **B.1.e.** of the Causes of Loss Coverage Form attached to your policy does not apply to this Additional Coverage.

m. Data Restoration

We will pay for your reasonable and necessary cost to research, replace and restore "data", including programs and operating systems that are lost as a result of an "Equipment Breakdown". The most we will pay for loss or damage under this coverage is **\$25,000**. This will be a part of and not an addition to the limit per loss.

Only for the purposes of the coverage provided under this Data Restoration Additional Coverage, direct physical loss or damage to "data" resulting from an "Equipment Breakdown" includes erasure, derangement (scrambling), or failure of such programs and operating systems to function in the fashion for which it was designed.

Only for the purposes of the coverage provided by this Data Restoration Additional Coverage, "data" means any information that is electronically magnetically or optically stored, recorded or installed for use in your information systems or data processing operations.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following are added to **F. Additional Conditions**:

3. Suspension

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension / coverage reinstatement to:

- (a) Your last known address; or
- (b) The address where the property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

4. Jurisdictional Inspections

If any Covered Property under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

5. Environmental, Safety and Energy Efficiency Improvements

If Covered Property requires repair or replacement due to an "Equipment Breakdown", we will pay your additional cost to replace with equipment that is better for the environment, safer, or more energy efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This Condition does not apply to any property to which Actual Cash Value applies.

6. Green Environmental and Efficiency Improvements

If Covered Property requires repair or replacement due to an "Equipment Breakdown", we will pay;

- a. The lesser of the reasonable and necessary additional cost incurred by the Insured to repair or replace physically damaged Covered Property with equipment of like kind and quality which qualifies as "Green". "Like kind and quality" includes similar size and capacity.
- b. The additional reasonable and necessary fees incurred by the Insured for an accredited professional certified by a "Green Authority" to participate in the repair or replacement of physically damaged Covered Property as "Green".
- c. The additional reasonable and necessary cost incurred by the Insured for certification or recertification of the repaired or replaced Covered Property as "Green".
- d. The additional reasonable and necessary cost incurred by the Insured for "Green" in the removal, disposal or recycling of damaged Covered Property.
- e. The business interruption (if covered within the Policy to which the Equipment Breakdown Enhancement Endorsement – Green Environmental and Efficiency Improvements is attached) loss during the additional time required for repair or replacement of Covered Property, consistent with "Green", in the coverage above.

We will not pay more than 125%, to a maximum limit of **\$250,000**, of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs and any business interruption loss incurred as stated above.

Green Environmental and Efficiency Improvements does not cover any of the following:

- a. Covered Property does not included stock, raw materials, finished goods, "production machinery", merchandise, electronic data processing equipment not used in the functional support of the real property, process water, molds and dies, property in the open, property of others for which the Insured is legally liable, or personal property of others.
- b. Any loss adjusted on any valuation basis other than a repair or replacement basis as per the Valuation section of this policy.
- c. Any loss covered under any other section of this policy.
- d. Any cost incurred due to any law or ordinance with which the Insured was legally obligated to comply prior to the time of the "Equipment Breakdown".

These **Additional Conditions** will be part of, and not an addition to, the limits of liability per loss or any other sub-limits of the Policy.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following is added to **H. Definitions**:

4. "Equipment Breakdown".

"Equipment Breakdown" as used herein means:

- a. Direct Physical loss or damage both originating within:
 - (1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:
 - a. Waste disposal piping;
 - b. Any piping forming part of a fire protective system;
 - c. Furnaces; and
 - d. Any water piping other than:
 - (1) Boiler feed water piping between the feed pump and the boiler; piping carrying steam from one building to another;
 - (2) Boiler condensate return piping; or
 - (3) Water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.

(2) All mechanical, electrical, electronic or fiber optic equipment; and

b. Caused by, resulting from, or consisting of:

- (1) Mechanical breakdown;
- (2) Electrical or electronic breakdown; or
- (3) Rupture, bursting, bulging, implosion, or steam explosion.
- (4) If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses of such drying out.

However, "Equipment Breakdown" will not mean:

Physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results, then we will pay for such resulting damage:

- (1) Wear and Tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
- (6) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;
- (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Marring or scratching.
- (8) Loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freeze, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water damage, or earth movement.

5. "Perishable goods" as used herein means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change."
6. "Green" as used herein means products, materials, methods and processes certified by a "Green Authority" that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.
7. "Green Authority" as used herein means an authority on "Green" buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), "Green" Building Initiative Green Globes®, Energy Star Rating System or any other recognized "Green" rating system.
8. "Perishable goods" as used herein means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change."
9. "Production machinery" as used herein means any machine which processes, forms, shapes, or transports raw materials, materials in process, waste material or finished products.

AMENDMENTS TO THE CAUSES OF LOSS – BASIC FORM

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following is added to **A. Covered Causes of Loss**:

12. "Equipment Breakdown"

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following replaces **g. Water** under **B. Exclusions**:

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain or sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. But if any of the above, in paragraphs (1) through (5) above results in fire, explosion, sprinkler leakage or "Equipment Breakdown", we will pay for the loss or damage caused by that fire, explosion, sprinkler leakage or "Equipment Breakdown."

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following **Exclusions** are deleted:

B.2.a., B.2.e., B.2.d.

AMENDMENTS TO THE CAUSES OF LOSS – BROAD FORM

The following is added to **A. Covered Causes of Loss**:

15. "Equipment Breakdown"

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following replaces **g. Water** under **B. Exclusions**:

h. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain or sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. But if any of the above, in paragraphs (1) through (5) above

results in fire, explosion, sprinkler leakage or "Equipment Breakdown", we will pay for the loss or damage caused by that fire, explosion, sprinkler leakage or "Equipment Breakdown."

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following **Exclusions** are deleted:

B.2.a., B.2.b., B.2.c.

AMENDMENTS TO THE CAUSES OF LOSS - SPECIAL FORM

The following is included under **A. Covered Causes of Loss**:

"Equipment Breakdown" is included.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following replaces **g. Water** under **B. Exclusions**:

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain or sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. But if any of the above, in paragraphs (1) through (5) above results in fire, explosion, sprinkler leakage or "Equipment Breakdown", we will pay for the loss or damage caused by that fire, explosion, sprinkler leakage or "Equipment Breakdown."

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following **Exclusions** are deleted:

B.2.a., B.2.d.(6), B.2.e.

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, **C. Limitations** is amended as follows:

All **Limitations** apply to the coverage provided by the Equipment Breakdown Enhancement Endorsement except **C.1.a.** and **C.1.b.**

For purposes of the coverage provided by this Equipment Breakdown Enhancement Endorsement, the following amends **G. Definitions**:

The following is added to the "Specified Causes of Loss" definition:

2. "Specified Causes of Loss" includes "Equipment Breakdown".

All other terms and conditions remain unchanged.

GNY INSURANCE COMPANIES

Clarification of Civil Authority Time Limit

This endorsement modifies the:

Business Income (And Extra Expense) Coverage Form

Paragraph A.5.a. (2) of the Coverage – Additional Coverages – Civil Authority provision is deleted and replaced with the following:

(2) When your Business Income coverage for Civil Authority ends;

Data Compromise Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions section.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Data Compromise Coverage, unless specifically stated otherwise in an endorsement attached hereto.

The following is added as an Additional Coverage:

SECTION 1 – RESPONSE EXPENSES

A. DATA COMPROMISE COVERED CAUSE OF LOSS

Coverage under this Data Compromise Coverage Form applies only if all of the following conditions are met:

1. There has been a “personal data compromise”; and
2. Such “personal data compromise” is first discovered by you during the policy period for which this Data Compromise Coverage Form is applicable; and
3. Such “personal data compromise” is reported to us within 60 days after the date it is first discovered by you.

B. COVERAGE – SECTION 1

If all three of the conditions listed above in DATA COMPROMISE – COVERED CAUSE OF LOSS have been met, then we will provide coverage for the following expenses when they arise directly from the covered cause of loss and are necessary and reasonable. Coverages 4 and 5 apply only if there has been a notification of the “personal data compromise” to “affected individuals” as covered under coverage 3.

1. Forensic IT Review

Professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the “personal data compromise” and the number and identities of the “affected individuals”.

This does not include costs to analyze, research or determine any of the following:

- a. Vulnerabilities in systems, procedures or physical security;
- b. Compliance with Payment Card Industry or other industry security standards; or
- c. The nature or extent of loss or damage to data that is not “personally identifying information” or “personally sensitive information”.

If there is reasonable cause to suspect that a covered “personal data compromise” may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered “personal data compromise”. However, once it is determined that there was no covered “personal data compromise”, we will not pay for any further costs.

2. Legal Review

Professional legal counsel review of the “personal data compromise” and how you should best respond to it.

If there is reasonable cause to suspect that a covered “personal data compromise” may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered “personal data compromise”. However, once it is determined that there was no covered “personal data compromise”, we will not pay for any further costs.

3. Notification to Affected Individuals

We will pay your necessary and reasonable costs to provide notification of the “personal data compromise” to “affected individuals”.

4. Services to Affected Individuals

We will pay your necessary and reasonable costs to provide the following services to “affected individuals”.

a. The following services apply to any “personal data compromise”.

(1) Informational Materials

A packet of loss prevention and customer support information.

(2) Help Line

A toll-free telephone line for “affected individuals” with questions about the “personal data compromise”. Where applicable, the line can also be used to request additional services as listed in b. 1) and 2).

b. The following additional services apply to “personal data compromise” events involving “personally identifying information”.

(1) Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities affecting an individual’s credit records. This service is subject to the “affected individual” enrolling for this service with the designated service provider.

(2) Identity Restoration Case Management

As respects any “affected individual” who is or appears to be a victim of “identity theft” that may reasonably have arisen from the “personal data compromise”, the services of an identity restoration professional who will assist that “affected individual” through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

5. PR Services

Professional public relations firm review of and response to the potential impact of the “personal data compromise” on your business relationships.

This includes costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with “affected individuals”. However, we will not pay for promotions:

- a. Provided to any of your directors or employees; or;
- b. Costing more than \$25 per “affected individual”.

C. LIMITS – SECTION 1

The most we will pay under Response Expenses coverage is the Data Compromise Response Expenses Limit indicated in the Data Compromise Supplemental Declarations.

The Data Compromise Response Expenses Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under Section 1 arising out of all “personal data compromise” events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of “personal data compromise” events discovered by you during that period.

A “personal data compromise” may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such “personal data compromise” will be subject to the Data Compromise Response Expenses Limit applicable to the policy period when the “personal data compromise” was first discovered by you.

The most we will pay under Response Expenses coverage for loss arising from any “malware-related compromise” is the Named Malware (Sec. 1) sublimit indicated in the Data Compromise Supplemental

Declarations. For the purpose of the Named Malware (Sec. 1) sublimit, all “malware-related compromises” that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single “personal data compromise”. This sublimit is part of, and not in addition to the Response Expenses Limit.

The most we will pay under Forensic IT Review, Legal Review and PR Services coverages for loss arising from any one “personal data compromise” is the applicable sublimit for each of those coverages indicated in the Data Compromise Supplemental Declarations. These sublimits are part of, and not in addition to, the Data Compromise Response Expenses Limit. PR Services coverage is also subject to a limit per “affected individual” as described in 5. PR Services.

Coverage for Services to “affected individuals” is limited to costs to provide such services for a period of up to one year from the date of the notification to the “affected individuals”. Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

D. DEDUCTIBLE – SECTION 1

Response Expenses coverage is subject to the Response Expenses Deductible indicated in the Data Compromise Supplemental Declarations. You shall be responsible for such deductible amount as respects each “personal data compromise” covered under this Coverage Form.

The following is added as an Additional Coverage:

SECTION 2 – DEFENSE AND LIABILITY

A. DEFENSE AND LIABILITY COVERED CAUSE OF LOSS

Coverage under this Data Compromise Coverage Form applies only if all three of the conditions in DATA COMPROMISE – COVERED CAUSE OF LOSS are met.

Only with regard to Section 2 – Defense and Liability coverage, the following conditions must also be met:

1. You have provided notifications and services to “affected individuals” in consultation with us pursuant to Response Expenses coverage; and
2. You receive notice of a “data compromise suit” brought by one or more “affected individuals” or by a governmental entity on behalf of one or more “affected individuals”; and
3. Notice of such “data compromise suit” is received by you within two years of the date that the “affected individuals” are notified of the “personal data compromise”; and
4. Such “data compromise suit” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

B. COVERAGE – SECTION 2

If all of the conditions listed above in DEFENSE AND LIABILITY – COVERED CAUSE OF LOSS have been met, then we will provide coverage for “data compromise defense costs” and “data compromise liability” directly arising from the covered cause of loss.

C. LIMITS – SECTION 2

The most we will pay under Defense and Liability coverage (other than post-judgment interest) is the Data Compromise Defense and Liability Limit indicated in the Supplemental Declarations.

The Data Compromise Defense and Liability Limit is an annual aggregate limit. This amount is the most we will pay for all loss covered under Section 2 (other than post-judgment interest) arising out of all “personal data compromise” events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of “personal data compromise” events occurring during that period.

A “personal data compromise” may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such “personal data compromise” (other than post-judgment interest) will be subject to the Data Compromise Defense and Liability Limit applicable to the policy period when the “personal data compromise” was first discovered by you.

D. DEDUCTIBLE – SECTION 2

Defense and Liability coverage is subject to the Defense and Liability Deductible indicated in the

Supplemental Declarations. You shall be responsible for such deductible amount as respects each “data compromise suit” covered under this Coverage Form.

SECTION 3 -- EXCLUSIONS, ADDITIONAL CONDITIONS AND DEFINITIONS APPLICABLE TO BOTH SECTION 1 AND SECTION 2

A. EXCLUSIONS

The following additional exclusions apply to this coverage:

We will not pay for costs arising from the following:

1. Your intentional or willful complicity in a “personal data compromise.”
2. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
3. Any “personal data compromise” occurring prior to the first inception of this Data Compromise Coverage Form or any coverage substantially similar to that described in this Form.
4. Costs to research or correct any deficiency. This includes, but is not limited to, any deficiency in your systems, procedures or physical security that may have contributed to a “personal data compromise”.
5. Any fines or penalties. This includes, but is not limited to, fees or surcharges from affected financial institutions.
6. Any criminal investigations or proceedings.
7. Any extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.
8. Any “personal data compromise” involving data that is being transmitted electronically, unless such data is encrypted to protect the security of the transmission.
9. Your reckless disregard for the security of “personally identifying information” or “personally sensitive information” in your care, custody or control.
10. That part of any “data compromise suit” seeking any non-monetary relief.
11. Seizure or destruction of property by order of governmental authority.
12. Nuclear reaction or radiation or radioactive contamination, however caused.
13. War and military action including any of the following and any consequence of any of the following:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Concealment or Fraud

This policy is void if you have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

3. Coverage Territory

The “personal data compromise” must involve “personally identifying information” that was within your care, custody or control within the United States of America and Puerto Rico.

4. Data Compromise Liability Defense

- a. We shall have the right and the duty to assume the defense of any applicable “data compromise suit”

against you. You shall give us such information and cooperation as we may reasonably require.

- b. You shall not admit liability for or settle any “data compromise suit” or incur any defense costs without our prior written consent.
- c. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such “data compromise suit” independently of us. Our liability shall not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.
- d. We shall not be obligated to pay any damages or defense costs, or to defend or continue to defend any “data compromise suit”, after the Data Compromise Defense and Liability Limit has been exhausted.
- e. We shall pay all interest on that amount of any judgment within the Data Compromise Defense and Liability Limit which accrues:
 - (1) after entry of judgment; and
 - (2) before we pay, offer to pay or deposit in court that part of the judgment within the Data Compromise Defense and Liability Limit or, in any case, before we pay or offer to pay the entire Data Compromise Defense and Liability Limit.

These interest payments shall be in addition to and not part of the Data Compromise Defense and Liability Limit.

5. Due Diligence

You agree to use due diligence to prevent and mitigate costs covered under this Data Compromise Coverage Form. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

- a. Providing and maintaining appropriate physical security for your premises, computer systems and hard copy files;
- b. Providing and maintaining appropriate computer and Internet security;
- c. Maintaining and updating at appropriate intervals backups of computer data;
- d. Protecting transactions, such as processing credit card, debit card and check payments; and
- e. Appropriate disposal of files containing “personally identifying information,” or “personally sensitive information”, including shredding hard copy files and destroying physical media used to store electronic data.

6. Duties in the Event of a “Data Compromise Suit”

- a. If a “data compromise suit” is brought against you, you must:
 - (1) Immediately record the specifics of the “data compromise suit” and the date received; and
 - (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the “data compromise suit” is first received by you.
 - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “data compromise suit”;
 - (4) Authorize us to obtain records and other information;
 - (5) Cooperate with us in the investigation, settlement or defense of the “data compromise suit”;
 - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of loss to which this insurance may also apply; and
 - (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such “data compromise suit”.
- b. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.
- c. If you become aware of a claim or complaint that may become a “data compromise suit,” you shall promptly inform us of such claim or complaint.

7. Duties in the Event of a “Personal Data Compromise”

You must see that the following are done in the event of a “personal data compromise”:

- a. Notify the police if a law may have been broken.
- b. Give us prompt notice of the “personal data compromise”. You must report the “personal data compromise” to us within 60 days of the date you first discover it.
- c. As soon as possible, give us a description of how, when and where the “personal data compromise” occurred.
- d. Take all reasonable steps to protect “personally identifying information” or “personally sensitive information” remaining in your care, custody or control. If feasible, preserve evidence of the “personal data compromise”.
- e. Permit us to inspect the property and records proving the “personal data compromise”.
- f. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.
- g. Send us a signed, sworn statement containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- h. Cooperate with us in the investigation or settlement of the claim.

8. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within 2 years after the date the “personal data compromise” is first discovered by you.

9. Legal Advice

We are not your legal advisor. Our determination of what is or is not covered under this Data Compromise Coverage Form does not represent advice or counsel from us about what you should or should not do.

10. Other Insurance

If there is other insurance that applies to the same loss, damage or expense, this Data Compromise Coverage shall apply only as excess insurance after all other applicable insurance has been exhausted.

11. Policy Period

This policy applies only to “personal data compromises” that are first discovered by you during the policy period shown in the General Declarations. The policy period begins and ends at 12:01 a.m., Standard Time, at your address shown in the General Declarations.

12. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to “affected individuals.” We assume no responsibility under this Data Compromise Coverage for any services promised to “affected individuals” without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under Condition 13. Service Providers. You must provide the following at our pre-notification consultation with you:

- a. The exact list of “affected individuals” to be notified, including contact information.
- b. Information about the “personal data compromise” that may appropriately be communicated with “affected individuals.”
- c. The scope of services that you desire for the “affected individuals.” For example, coverage may be structured to provide fewer services in order to make those services available to more “affected individuals” without exceeding the available Response Expenses Limit.

13. Service Providers

- a. We will only pay under this Data Compromise Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Data Compromise Coverage. We will not unreasonably withhold such approval.
- b. Prior to the Pre-Notification Consultation described in Additional Condition 12. above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected

Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:

- (1) Such alternate service provider must be approved by us;
- (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
- (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

14. Services

The following conditions apply as respects any services provided to you or any "affected individual" by us, our designees or any service firm paid for in whole or in part under this Data Compromise coverage:

- a. The effectiveness of such services depends on your cooperation and assistance.
- b. All services may not be available or applicable to all individuals. For example, "affected individuals" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
- d. You will have a direct relationship with the professional service firms paid for in whole or in part under this coverage. Those firms work for you.

C. DEFINITIONS

With respect to the provisions of this Data Compromise Coverage Form only, the following definitions are added:

1. "Affected Individual" means any person who is your current, former or prospective customer, client, member (including but not limited to condo association member, co-op member, townhouse member, tenant), owner, director or employee and whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this Coverage Form. This definition is subject to the following provisions:
 - a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual."
 - b. An "affected individual" must have a direct relationship with your interests as insured under this policy. The following are examples of individuals who would not meet this requirement:
 - (1) If you aggregate or sell information about individuals as part of your business, the individuals about whom you keep such information do not qualify as "affected individuals." However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
 - (2) If you store, process, transmit or transport records, the individuals whose "personally identifying information" or "personally sensitive information" you are storing, processing, transmitting or transporting for another entity do not qualify as "affected individuals." However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
 - (3) You may have operations, interests or properties that are not insured under this policy. Individuals who have a relationship with you through such other operations, interests or properties do not qualify as "affected individuals." However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of the operation insured under this policy.
 - c. An "affected individual" may reside anywhere in the world.
2. "Data Compromise Defense Costs" means expenses resulting solely from the investigation, defense and appeal of any "data compromise suit" against you. Such expenses must be reasonable and necessary. They will be incurred by us. They do not include your salaries or your loss of earnings. They do include premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond.

3. "Data Compromise Liability"
 - a. "Data compromise liability" means the following, when they arise from a "data compromise suit":
 - (1) Damages, judgments or settlements to "affected individuals";
 - (2) Defense costs added to that part of any judgment paid by us, when such defense costs are awarded by law or court order; and
 - (3) Pre-judgment interest on that part of any judgment paid by us.
 - b. "Data compromise liability" does not mean:
 - (1) Damages, judgments or settlements to anyone who is not an "affected individual";
 - (2) Civil or criminal fines or penalties imposed by law;
 - (3) Punitive or exemplary damages;
 - (4) The multiplied portion of multiplied damages;
 - (5) Taxes; or
 - (6) Matters which may be deemed uninsurable under the applicable law.
4. "Data Compromise Suit"
 - a. "Data Compromise Suit" means a civil proceeding in which damages to one or more "affected individuals" arising from a "personal data compromise" or the violation of a governmental statute or regulation are alleged. Such proceeding must be brought in the United States of America, Puerto Rico or Canada. "Data compromise suit" includes:
 - (1) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
 - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent; or
 - (3) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
 - b. "Data compromise suit" does not mean any demand or action brought by or on behalf of someone who is:
 - (1) Your director or officer;
 - (2) Your owner or part-owner; or
 - (3) A holder of your securities;

in their capacity as such, whether directly, derivatively, or by class action. "Data compromise suit" will include proceedings brought by such individuals in their capacity as "affected individuals," but only to the extent that the damages claimed are the same as would apply to any other "affected individual."
 - c. "Data compromise suit" does not mean any demand or action brought by or on behalf of an organization, business, institution or any other party that is not an "affected individual" or governmental entity.
5. "Identity Theft" means the fraudulent use of "personally identifying information." This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes. "Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.
6. "Malware-Related Compromise" means a "personal data compromise" that is caused, enabled or abetted by a virus or other malicious code that, at the time of the "personal data compromise", is named and recognized by the CERT® Coordination Center, McAfee®, Secunia, Symantec or other comparable third party monitors of malicious code activity.
7. "Personal Data Compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:
 - a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:

- (1) You; or
 - (2) A professional entity with which you have a direct relationship and to which you (or an “affected individual” at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.
 - b. “Personal data compromise” includes disposal or abandonment of “personally identifying information” or “personally sensitive information” without appropriate safeguards such as shredding or destruction, subject to the following provisions:
 - (1) The failure to use appropriate safeguards must be accidental and not reckless or deliberate; and
 - (2) Such disposal or abandonment must take place during the time period for which this Data Compromise Coverage endorsement is effective.
 - c. “Personal data compromise” includes situations where there is a reasonable cause to suspect that such “personally identifying information” or “personally sensitive information” has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
 - d. All incidents of “personal data compromise” that are discovered at the same time or arise from the same cause will be considered one “personal data compromise”.
8. “Personally Identifying Information” means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an “affected individual”. This includes, but is not limited to, Social Security numbers or account numbers.
“Personally identifying information” does not mean or include information that is otherwise available to the public, such as names and addresses.
9. “Personally Sensitive Information” means private information specific to an individual the release of which requires notification of “affected individuals” under any applicable law.
“Personally sensitive information” does not mean or include “personally identifying information”.

All other provisions of this policy apply.

Data Compromise Supplemental Declarations

Named Insured: 3300 PARK AVENUE CONDO ASSOC

Policy Number 8106D31907
Identification Number.....
Effective Date 11/01/15
Issue Date..... 11/02/15

Coverages

Limits

SECTION 1 – RESPONSE EXPENSES

Data Compromise

Response Expenses Limit:

\$50,000

Annual Aggregate

Sublimits

Named Malware (Sec. 1)

\$50,000

Forensic IT Review:

\$5,000

Legal Review:

\$5,000

PR Services:

\$5,000

Any one "Personal Data Compromise"

SECTION 2 – DEFENSE AND LIABILITY

Data Compromise

Defense & Liability Limit:

\$50,000

Annual Aggregate

Sublimits

Named Malware (Sec. 2)

\$50,000

Any one "Personal Data Compromise"

Deductibles

Response Expenses Deductible:

\$2,500

Any one "Personal Data Compromise"

Defense and Liability Deductible:

\$2,500

Each "Data Compromise Suit"

GREATER NEW YORK INSURANCE GROUP

ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM**
- CONDOMINIUM ASSOCIATION COVERAGE FORM**
- CAUSES OF LOSS - SPECIAL FORM**
- BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**
- BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**

TABLE OF COVERAGES			
PROPERTY AND BUSINESS INCOME COVERAGES		LIMIT OF INSURANCE (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)	PAGE #
1. Accounts Receivable*		\$50,000	14
2. Business Income – Actual Loss Sustained***		Actual Loss Sustained	35
3. Business Income - Dependent Properties***		\$50,000	34
4. Business Income - Extended Business Income***		180 days	33
5. "Computer Fraud" Coverage		\$50,000	12
6. Debris Removal Additional Limit		\$250,000	3
7. Electronic Data		\$25,000	4
8. Elevator Collision for Personal Property of Others		\$100,000	16
9. Employee Dishonesty		\$25,000	9
10. Fine Arts		\$15,000 ANN AGG****	15
11. Fire Department Service Charge		\$25,000	4
12. Fire Protection Equipment Recharge		\$25,000	4
13. Forgery or Alteration		\$50,000 ANN AGG****	11
14. Lost or Stolen Key Coverage		\$10,000/\$20,000	5
15. Money and Securities		\$5,000 Out/\$10,000 In	8
16. Newly Acquired Or Constructed Property – Buildings**		\$500,000	5
17. Newly Acquired Or Constructed Property – Your Business Personal Property*		25% of Business Personal Property Limit of Insurance up to \$200,000	5
18. Off Premises Services Interruption Limited Additional Coverage		\$25,000 ANN AGG****	32
19. Ordinance or Law Limited Additional Coverage **	Undamaged Portion	Included in Building Limit	28
	Demolition	\$250,000 Coverage B	28
	Increased Cost of Construction	\$250,000 Coverage C	28
	Increased Period of Restoration	Actual Loss Sustained	33
20. Outdoor Antennas & Satellite Dishes		\$10,000 ANN AGG****	8
21. Outdoor Signs	Attached to Buildings	Included in Building Limit	16
	Not Attached to Buildings	\$25,000	7
22. Outdoor Fences, Trees, Shrubs and Plants		\$25,000 \$2,500 per Tree, Shrub or Plant	6
23. Personal Effects and Property of Others*		\$5,000/\$15,000	6
24. Pollutant Cleanup and Removal		\$25,000 ANN AGG****	4
25. Preservation of Property		60 days	4

TABLE OF COVERAGES

PROPERTY AND BUSINESS INCOME COVERAGES	LIMIT OF INSURANCE (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)	PAGE #
26. Property Distance Extension	500 feet	5, 17, 33
27. Property Off-Premises	\$15,000	6
28. Sewer Back-up Limited Additional Coverage	\$100,000	18
29. Storage/Maintenance Buildings/Sheds, etc.	Included in Building Limit of Insurance	3
30. Tenant's Building Glass*	Within personal property limit	3
31. Valuable Papers and Records Coverage *	\$10,000	6
32. Water Peril Limited Additional Coverage (Back-up of Sewers, Drains or Sumps; Flood; Mudslide; Water Under the Ground Surface)	\$10,000	20

* Applies only if a limit of insurance is shown in the Declarations for Business Personal Property. Any loss is subject to Limit of Insurance for Business Personal Property Coverage.

** Applies only if a limit of liability is shown on the Declarations For Building.

*** Coverage applies only if a Business Income Coverage Form is included in your policy.

****The Limit of Insurance shown for the listed Limited Additional Coverages includes the sum of **all** direct physical loss or damage to Covered Property and any loss of Business Income (applies only if a Business Income Coverage Form is included in your policy) occurring during a 12-month period. This Limit of Insurance for the Limited Additional Coverages is subject to the Building or Contents Limit of Insurance shown on the Declarations for any single described premises.

We will not pay for loss under any coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES if coverage for the same loss is also provided by other coverages extended by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. In such case, if loss is covered under more than one coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, we will pay only under the terms of the coverage that provides the **highest** Limit of Insurance. We will **not** pay for the combined Limits of Insurance of all the coverage(s). In no event will we ever pay more than the Limit of Insurance shown in the Table of Coverages above applicable to the specific coverage, unless indicated differently in the coverage's provisions.

Building and Personal Property Coverage Form Condominium Association Coverage Form

The following modifies insurance provided under the Building and Personal Property Coverage Form and The Condominium Association Coverage Form:

AMENDMENTS TO [A.1.a. COVERAGE - BUILDING](#)

STORAGE/MAINTENANCE BUILDINGS/SHEDS, GATEHOUSES, AND GAZEBOS

- a. The following are added to **A. Coverage, 1. Covered Property, a. Building** of the Building and Personal Property Coverage Form:
- (6) Storage/maintenance buildings/ sheds, gatehouses, and gazebos;
- b. The following are added to **A. Coverage, 1. Covered Property, a. Building** of the Condominium Association Coverage Form:
- (7) Storage/maintenance buildings/ sheds, gatehouses, and gazebos;

AMENDMENTS TO [A.1.b. YOUR BUSINESS PERSONAL PROPERTY](#)

TENANT'S BUILDING GLASS

The following is added to **A. Coverage, 1. Covered Property, b. Your Business Personal Property**:

1. As paragraph [A.1.b.\(8\)](#) Of the Building and Personal Property Coverage Form; and
2. As paragraph [A.1.b\(4\)](#) of the Condominium Association Coverage Form:

Building Glass that is in the care, custody or control of the Insured at a described premises.

AMENDMENTS TO PROPERTY NOT COVERED

DELETIONS FROM PROPERTY NOT COVERED

Paragraph [A.2.n.](#) is deleted and replaced with the following:

- n. Electronic data, except as provided in the Definition of "Software" and "Electronic Data" in the Electronic Data Coverage Extension included in this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. The Electronic Data coverage provided in the Additional Coverages - Electronic Data in the Building and Personal Property Coverage Form is deleted.
- "Electronic Data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. "Electronic Data" does not include Data in the Definition of "Software" in the Electronic Data Coverage Extension as provided in this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

The term computer programs, referred to in the foregoing description of "Electronic Data" and "Software" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software.

AMENDMENTS TO [A.4. ADDITIONAL COVERAGES](#)

DEBRIS REMOVAL ADDITIONAL LIMIT

The ADDITIONAL COVERAGE, **Debris Removal** is amended by adding the following paragraphs [A.4.a.\(6\)](#), [A.4.a.\(7\)](#), and [A.4.a.\(8\)](#):

The following is added as [A.4.a.\(6\)](#) the last paragraph of **Debris Removal**:

- (6) In addition to the amount of Debris Removal Coverage otherwise provided under [A.4.a.\(4\)](#) of the Building and Personal Property Coverage Form or the Condominium Association Coverage Form, under this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, we will pay an additional **\$240,000** at each location for any one occurrence for

Debris Removal Additional Coverage.

- (7) We will not pay for expenses you incur to remove debris from your described premises under this Debris Removal Additional Coverage if such debris removal expense is also covered by another Additional Coverage or Coverage Extension (such as the Outdoor Fences, Trees, Shrubs and Plants Coverage Extension) provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES for the same loss. If loss for the expense you incur to remove fallen trees is covered under this Debris Removal Additional Coverage and the Outdoor Fences, Trees, Shrubs and Plants Coverage Extension, then this Debris Removal Additional Coverage does not apply and only the Outdoor Fences, Trees, Shrubs and Plants Coverage Extension applies to such expenses.
- (8) This Debris Removal Additional Coverage does not apply to any loss covered under any Limited Additional Coverage (such as Earthquake and Volcanic Eruption or the WATER PERIL Limited Additional Coverage(s)) extended by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

PRESERVATION OF PROPERTY

Paragraph **A.4.b.(2) Preservation of Property** is replaced with the following:

Only if the loss or damage occurs within **60** days after the property is first moved.

Payments under Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance for Business Personal Property.

FIRE DEPARTMENT SERVICE CHARGE

Paragraph **A.4.c. Fire Department Service Charge** is replaced with the following:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to **\$25,000**, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contact or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this additional coverage.

POLLUTANT CLEANUP AND REMOVAL

The following replaces the last paragraph of **A.4.d. Pollutant Cleanup and Removal**:

The most we will pay under this Pollutant Cleanup and Removal Additional Coverage for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate **12**-month period of this policy is **\$15,000** Annual Aggregate. This Annual Aggregate limit applies no matter how many losses occur or how many buildings, premises or locations are insured.

INCREASED COST OF CONSTRUCTION

Section **A.4.e. Increased Cost of Construction** is deleted. Coverage for the Increased Cost of Construction is included under Coverage C of the Ordinance or Law Coverage Extension provided elsewhere in this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

ELECTRONIC DATA

A.4.f. Electronic Data is amended as follows:

The limit shown under paragraph (4) is changed from \$2,500 to **\$25,000**.

ADDITIONS TO A.4. ADDITIONAL COVERAGES

The following are added to **A.4. Additional Coverages**. Limits of Insurance indicated in the provisions in this section provide additional Limits to those shown in the Declarations to Covered Building or Business Personal Property, as applicable, unless indicated otherwise within the coverage provision.

FIRE PROTECTION EQUIPMENT RECHARGE

We will pay expenses you incur to recharge automatic fire protection equipment when such equipment is discharged to fight a fire or as the result of a Covered Cause of Loss. The most we will pay under this Additional Coverage is **\$25,000** for each occurrence. Payments under this Fire Protection Equipment

Recharge Additional Coverage will not increase the Limit of Insurance applicable to Buildings shown in the Declarations.

PROPERTY DISTANCE EXTENSION

In each instance where it appears in the form, the property distance limitation of 100 feet is changed to **500** feet.

Payments under this Property Distance Extension Additional Coverage will not increase the Limit of Insurance applicable to Buildings shown in the Declarations.

LOST OR STOLEN KEY COVERAGE

We will pay for the expense to re-key locks at a covered:

1. Building, and/or
2. Structure,
when the keys to those locks have been:
 - a. Stolen, or
 - b. Lost,

at a premises described in the Declarations during the policy period.

No matter how many thefts of keys and/or losses of keys that occur during the policy period, the most we will pay for re-keying expenses at any one building or structure is **\$10,000**.

However, an Annual Aggregate Limit applies. This means that the most we will pay under this Lost or Stolen Key Additional Coverage for the sum of all losses occurring during each separate **12-month** policy period is **\$20,000** regardless of the number of:

- (i) Buildings, structures, premises or locations covered by this policy, or
- (ii) Thefts of keys and/or losses of keys that occur during the policy period.

Payments under this Lost or Stolen Key Additional Coverage will not increase the Limit of Insurance applicable to Buildings shown in the Declarations.

AMENDMENTS TO A.5. COVERAGE EXTENSIONS

NEWLY ACQUIRED OR CONSTRUCTED PROPERTY - Buildings

The following is added as the last paragraph of Newly Acquired or Constructed Property **A.5.a.(1)**:

In addition to the limits otherwise provided under paragraph **A.5.a.(1)** of the Newly Acquired or Constructed Property – Buildings Coverage Extension of the Building and Personal Property Coverage Form, we will pay under this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES Newly Acquired or Constructed Property – Buildings Coverage Extension amendment an additional **\$250,000** for loss or damage at each building.

The following is added as paragraph **A.5.a.(1)(c)** if your policy provides Blanket Limits of Insurance:

- (c)** If:
- (1) A newly acquired or constructed building is at a scheduled location with a blanket limit; or
 - (2) Coverage is afforded on a policy that contains a single blanket limit for all buildings insured under it;

Then the blanket limits apply to that newly acquired or constructed building, whether or not, in the latter instance, it is on a scheduled location.

However, if there is:

- (i) No blanket at all for the policy; or
- (ii) Multiple blankets exist on the policy for specific groups of locations but the newly acquired or constructed building is not at any of them;

Then the insured receives temporary coverage at the limit provided in the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

NEWLY ACQUIRED OR CONSTRUCTED PROPERTY – Your Business Personal Property

The following is replaces the last paragraph of Newly Acquired Personal Property, **A.5.a.(2)(a)**:

The most we will pay for loss or damage under this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES Newly Acquired or Constructed Property – Your Business Personal Property Coverage Extension is **25%** of the Limit of Insurance shown in the Declarations for Your Business Personal Property, up to a maximum Limit of **\$200,000** at each Building.

The following is added as paragraph **A.5.a.(2)(c)**:

(c) If:

- (1) A newly acquired or constructed building is at a scheduled location with a blanket limit [that includes Business Personal Property]; or
- (2) Coverage is afforded on a policy that contains a single blanket limit for all buildings [and/or Business Personal Property] insured under it;

Then the blanket limits apply to that newly acquired or constructed Business Personal Property, whether or not, in the latter instance, it is on a scheduled location.

However, if there is:

- (i) No blanket at all for the policy; or
- (ii) Multiple blankets exist on the policy for specific groups of locations but the newly acquired or constructed building and Business Personal Property is not at any of them;

Then the insured receives temporary coverage at the limit provided in the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

PERSONAL EFFECTS AND PROPERTY OF OTHERS

The following replaces the last paragraph of **A.5.b.** Personal Effects and Property Of Others:

The most we will pay for loss or damage under this Coverage Extension is **\$5,000** for the Personal Effects and Property Of Others of one person or entity. The most we will pay for loss or damage arising out of one occurrence is **\$15,000**. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

VALUABLE PAPERS AND RECORDS (OTHER THAN ELECTRONIC DATA)

The following amends **A.5.c.** Valuable Papers And Records (Other Than Electronic Data)

1. The following is added to paragraph **A.5.c.(1)**:

The costs to replace or restore the lost information must be sustained by you because of loss or damage to Valuable Papers And Records (Other Than Electronic Data) caused by a Covered Cause of Loss at a premises described in the Declarations.

2. Paragraphs **A.5.c.(2)** and **A.5.c.(3)** are deleted.

3. The following replaces paragraph **A.5.c.(4)**:

(4) Under this Valuable Papers And Records (Other Than Electronic Data) Coverage Extension, the most we will pay to replace or restore the lost information is **\$10,000** at each described premises, unless a higher limit is shown in the Declarations. However, in no event will we ever pay more in any single loss than the Limit of Insurance for Business Personal Property shown in the Declarations.

We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

PROPERTY OFF-PREMISES

The following replaces Property Off -Premises paragraph **A.5.d.(3)**:

The most we will pay for loss or damage under this Extension is **\$15,000**.

OUTDOOR PROPERTY

The following replaces Extension **A.5.e.** Outdoor Property:

e. OUTDOOR PROPERTY

You may extend the insurance provided by this Coverage Form to apply to your Outdoor Property (as described in the specific sections which follow):

(1) OUTDOOR FENCES, TREES, SHRUBS AND PLANTS

(a) You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to your outdoor: fences; trees, shrubs and plants (other than "stock" of trees, shrubs or plants;) including debris removal expense caused by or resulting from any of the following Covered Causes of Loss:

- i. Fire;
- ii. Lightning;

- iii. Explosion;
- iv. Vehicles;
- v. Riot or civil commotion;
- vi. Aircraft;
- vii. Vandalism;
- viii. Theft.

The most we will pay for loss or damage under this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension for the outdoor property described above is **\$25,000**; but not more than **\$2,500** for any single tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of fences, trees, shrubs and plants lost or damaged in that occurrence.

(b) Removal of Fallen Trees Coverage

Solely with respect to the debris removal coverage provided under paragraph **e.(1)(a)** above, we will pay for expenses you incur to remove debris of a tree which has fallen onto your described premises from a neighboring property, but only if:

- (i) Direct physical damage to Covered Property is sustained; and
- (ii) The fallen tree is not covered under paragraph **(1)(a)** of this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension.

The most we will pay under this Removal of Fallen Trees coverage for expenses for the removal of one tree is **\$2,500**. The most we will pay for the removal of all fallen trees at all described premises shown in the Declarations arising from one occurrence is **\$25,000**.

Payments we make under this Removal of Fallen Trees coverage is included in and does not increase the Limit of Insurance applicable to this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension shown in paragraph **(1)(a)** above.

A Minimum Deductible of **\$3,000** applies to Each Occurrence for loss payable under this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension. This Minimum Deductible applies unless a higher deductible is shown in the Declarations applicable to Covered Building(s). We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.

Any payments we make under this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension are included in and will not increase the Limit of Insurance applicable to Buildings shown in the Declarations.

(2) OUTDOOR SIGNS NOT ATTACHED TO BUILDINGS

(a) You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to your outdoor signs at a premises described in the Declarations. We will pay for direct physical loss of or damage from a Covered Cause of Loss to such outdoor signs if the signs are not attached to a Covered Building and are:

- (i) Owned by you; or
- (ii) Owned by others but in your care, custody or control.

(b) B. Exclusions of the Causes Of Loss – Special Form do not apply to signs covered under this OUTDOOR SIGNS NOT ATTACHED TO BUILDINGS Coverage Extension, except the following

B.1. Exclusions:

- (i) Paragraph **B.1.c.** Governmental Action;
- (ii) Paragraph **B.1.d.** Nuclear Hazard; and
- (iii) Paragraph **B.1.f.** War And Military Action.

(c) Under this Outdoor Signs Not Attached To Buildings Coverage Extension, we will not pay for loss or damage caused by or resulting from:

- (i) Wear and tear;
- (ii) Hidden or latent defect;
- (iii) Rust;
- (iv) Corrosion; or
- (v) Mechanical breakdown.

(d) The most we will pay for loss or damage in any one occurrence for Outdoor Signs Not Attached To

Buildings is **\$25,000**.

(3) OUTDOOR ANTENNAS & SATELLITE DISHES

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to your outdoor radio and television antennas (including satellite dishes) and their lead-in wiring, masts or towers. We will pay for direct physical loss or damage to such outdoor radio and television antennas caused by or resulting from a Covered Cause of Loss.

The most we will pay for the sum of all direct physical loss or damage under this Outdoor Antennas & Satellite Dishes Coverage Extension in each separate **12-month** policy period is **\$10,000** Annual Aggregate. This annual aggregate limit applies no matter how many buildings, premises or locations are covered by this policy.

ADDITIONS TO A.5. COVERAGE EXTENSIONS

Payment under the following added Coverage Extensions is limited to the Limit of Insurance shown on in the Table of Coverages shown on the first page of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. The Limit shown in the Table of Coverages applicable to any of the added Coverage Extensions provided in the section is **not** additional insurance and will not increase the Limit of Insurance shown in the Declarations for Covered Property.

Any Limit of Insurance shown in this **ADDITIONS TO A.5. COVERAGE EXTENSIONS** section is **excess** over any specific insurance provided by another coverage form of this or any other policy applicable to the same property for the same loss.

The Additional Condition, Coinsurance, does not apply to these added Coverage Extensions.

The following are added to **A.5. COVERAGE EXTENSIONS**

MONEY AND SECURITIES

You may extend the insurance provided by this Coverage Form to apply to direct physical loss of or damage to your "money" and "securities", subject to the following provisions:

1. We will pay for direct physical loss of "money" and "securities" used in your business while:
 - a. At a bank or savings institution; within your living quarters or the living quarters of your partners or any employee having use and custody of the property;
 - b. At the described premises; or
 - c. In transit between any of these places, resulting directly from:
 - (1) Theft, meaning any act of stealing;
 - (2) Disappearance; or
 - (3) Destruction.
2. In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:
 - a. Resulting from accounting or arithmetical errors or omissions;
 - b. Due to the giving or surrendering of property in any exchange or purchase; or
 - c. Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
3. The most we will pay for loss in any one occurrence is:
 - a. **\$10,000** for "money" and "securities" while:
 - (1) In or on the premises described in the Declarations; or
 - (2) Within a bank or savings institution; and
 - b. **\$5,000** for "money" and "securities" while at any other location covered under this extension.
4. All loss:
 - a. Caused by one or more persons; or
 - b. Involving a single act or series of related acts;is considered one occurrence.
5. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.
6. Only as respects this Money and Securities Coverage Extension, the following replaces **A.2.a**. Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form:

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt or notes. Lottery tickets held for sale are not securities. "Money" or "Securities" are also Property Not Covered, except as provided under the following added Coverage Extensions of the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES:
 - (1) "Money" and "Securities";
 - (2) Employee Dishonesty;
 - (3) Forgery and Alteration; and
 - (4) "Computer Fraud".
7. The property distance limitation does not apply to "money" and "securities" while at the places listed in paragraph 1. of this Money And Securities Coverage Extension.
8. If a loss is covered both under this Money And Securities Coverage Extension and by a Commercial Crime Coverage Part attached to this policy, this coverage will be excess of that coverage, and only the deductible applicable to the Commercial Crime Coverage Part will apply. This provision supersedes any conflicting other insurance provisions.
9. We will not pay for loss under this Money and Securities Coverage Extension that is also covered under any of the following added Coverage Extension(s) providing coverage for the same loss:
 - a. "Computer Fraud";
 - b. Employee Dishonesty; or
 - c. Forgery and Alteration;of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. When such loss is payable under more than one coverage, the highest limit provided by any single coverage listed above will apply to the loss; however, we will not pay more than this limit. We will not pay a combination of the limits. This exclusion applies to loss that is not covered under the above listed Coverage Extension(s) solely due to exhaustion of limits.
10. For coverage provided under this Money and Securities Coverage Extension, the following definitions are added to the Definitions section:

"Money" means:

 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.

"Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

 - (1) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - (2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;but does not include "money."

EMPLOYEE DISHONESTY

You may extend the insurance provided by this Coverage Form to apply to loss of or damage to your Covered Business Personal Property, "money" and "securities" resulting from dishonest acts committed by your employees (as defined in paragraph 10. below), subject to the following provisions:

1. We will pay for direct physical loss of or damage to your Covered Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
 - a. Cause you to sustain loss or damage; and also
 - b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (1) Any employee; or
 - (2) Any other person or organization.
2. We will not pay for loss or damage:
 - a. Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons; or
 - b. Resulting from any dishonest act committed by any of your employees (except as provided in

Paragraph 1.), "managers" or directors:

- (1) Whether acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise.
 - (3) The only proof of which as to its existence or amount is:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
3. The most we will pay for loss or damage in any one occurrence is **\$25,000**.
 4. All loss or damage:
 - a. Caused by one or more persons; or
 - b. Involving a single act or series of related acts;is considered one occurrence.
 5. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
 6. This Employee Dishonesty Coverage Extension does not apply to any employee immediately upon discovery by:
 - a. You; or
 - b. Any of your partners, officers or directors not in collusion with the employee; of any dishonest act committed by that employee before or after being hired by you.
 7. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
 8. If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Employee Dishonesty Coverage Extension, provided:
 - a. This Employee Dishonesty Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES became effective at the time of cancellation or termination of the prior insurance; and
 - b. The loss or damage would have been covered by this Employee Dishonesty Coverage Extension had it been in effect when the acts or events causing the loss or damage were committed or occurred.
 9. The insurance under Paragraph 8. above is part of, not in addition to, the Limit of Insurance applying to this Employee Dishonesty Coverage Extension and is limited to the lesser of the amount recoverable under:
 - a. The Employee Dishonesty Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES as of its effective date; or
 - b. The prior insurance had it remained in effect.
 10. With respect to the Employee Dishonesty coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, employee means:
 - a. Any natural person:
 - (1) While in your service or for **30** days after termination of service;
 - (2) Who you compensate directly by salary, wages or commissions; and
 - (3) Who you have the right to direct and control while performing services for you:
 - b. Any natural person who is furnished temporarily to you:
 - (1) To substitute for a permanent employee as defined in Paragraph a. above, who is on leave; or
 - (2) To meet seasonal or short-term work load conditions:
 - c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph b. above;
 - d. Any natural person who is a former employee, director, partner, member, "manager", representative or trustee retained as a consultant while performing services for you; or
 - e. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee does not mean:

- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character;
 - (2) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee; or
 - (3) Your partners or officers.
11. Only as respects this Employee Dishonesty Coverage Extension, the following replaces **A.2.a.** Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form:
- 2. Property Not Covered**
Covered Property does not include:
- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt or notes. Lottery tickets held for sale are not securities. "Money" or securities are also Property Not Covered, except as provided under the following Coverage Extensions of the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES:
 - (1) "Money" and "Securities";
 - (2) Employee Dishonesty;
 - (3) Forgery and Alteration; and
 - (4) "Computer Fraud".
12. Exclusion **B.2.h.** of the Causes of Loss-Special Form does not apply to this Employee Dishonesty Coverage Extension.
13. If a loss is covered both under this Employee Dishonesty Coverage Extension and by a Commercial Crime Coverage Part attached this policy, the limits of this Employee Dishonesty Coverage Extension will be excess of that Commercial Crime Coverage Part, and only the deductible applicable to that Commercial Crime Coverage Part will apply. This provision supersedes any conflicting other insurance provisions.
14. We will not pay for loss under this Employee Dishonesty Coverage Extension that is also covered under any of the following added Coverage Extension(s) providing coverage for the same loss:
- a. Money and Securities;
 - b. Forgery and Alteration; or
 - c. "Computer Fraud";
- of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. When such loss is payable under more than one coverage, the highest limit provided by any single coverage listed above will apply to the loss; however, we will not pay more than this limit. We will not pay a combination of the limits. This exclusion applies to loss that is not covered under the above listed Coverage Extension(s) solely due to exhaustion of limits.
15. For coverage provided under this Employee Dishonesty Coverage Extension, the following definitions are added to the Definitions section:
- "Manager" means a person serving in a directorial capacity for a limited liability company.
- "Money" means:
- a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
- "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
- (1) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - (2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
- but does not include "money."

FORGERY OR ALTERATION

You may extend the insurance provided by this Coverage Form to apply to direct monetary loss you sustain resulting from Forgery or Alteration, subject to the following provisions:

1. We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in "money" that you or your agent has issued, or that

- was issued by someone who impersonates you or your agent.
2. If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in “money,” on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
 3. For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.
 4. The most we will pay for any loss, including legal expenses, under this Coverage Extension is **\$50,000** in any one policy period. This Annual Aggregate limit applies no matter how many losses occur or how many buildings, locations or premises are covered by this policy.
 5. Only as respects this Forgery and Alteration Coverage Extension, the following replaces **A.2.a.** Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form:

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt or notes. Lottery tickets held for sale are not securities. “Money” or securities are also Property Not Covered, except as provided under the following Coverage Extensions of the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES:
 - (1) “Money” and “Securities”;
 - (2) Employee Dishonesty;
 - (3) Forgery and Alteration; and
 - (4) “Computer Fraud”.
6. If a loss is covered both under this Forgery and Alteration Coverage Extension and by a Commercial Crime Coverage Part attached this policy, the limits of this Forgery and Alteration Coverage Extension will be excess of that Forgery and Alteration Coverage provided by the Commercial Crime Coverage Part and only the deductible applicable to the Forgery and Alteration Coverage provided by the Commercial Crime Coverage Part will apply. This provision supersedes any conflicting other insurance provisions.
7. We will not pay for loss under this Forgery and Alteration Coverage Extension that is also covered under any of the following added Coverage Extension(s) providing coverage for the same loss:
 - a. Money and Securities;
 - b. Employee Dishonesty; or
 - c. “Computer Fraud”;
 of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. When such loss is payable under more than one coverage, the highest limit provided by any single coverage listed above will apply to the loss; however, we will not pay more than this limit. We will not pay a combination of the limits. This exclusion applies to loss that is not covered under the above listed Coverage Extension(s) solely due to exhaustion of limits.

“COMPUTER FRAUD” COVERAGE

You may extend the insurance provided by this Coverage Form to apply to monetary loss you sustain, resulting directly from “Computer Fraud”, subject to the following provisions:

Subject to the provisions of your Commercial Property Coverage Part and the following exceptions to those provisions, under this “Computer Fraud” Coverage Extension, we will pay for loss or damage to Covered Property and “Money” and “Securities” resulting directly from “Computer Fraud” that occurs during the policy period.

1. LIMIT OF INSURANCE

The most we will pay for the sum of all loss resulting from “Computer Fraud” that occurs during the **12**-month policy period is **\$25,000**. This is the “Computer Fraud” Annual Aggregate Limit. This limit applies no matter how many:

- a. Insureds are covered,
- b. “Occurrences” happen, or
- c. Locations, premises or buildings are covered by this policy.

2. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS: In addition to the exclusions, conditions and definitions of your Commercial Property Coverage Part, this coverage is subject to the following:

a. Additional Exclusions: We will not pay for loss as specified below:

- (1) **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
- (2) **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
 - (a) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
 - (b) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
 - (c) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
- (3) **Legal Expenses:** Expenses related to any legal action.
- (4) **Losses also covered under any of the following added Coverage Extension(s) providing coverage for the same loss:**
 - (a) Money and Securities;
 - (b) Employee Dishonesty; or
 - (c) Forgery and Alterationof this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. When such loss is payable under more than one coverage, the highest limit provided by any single coverage listed above will apply to the loss; however, we will not pay more than this limit. We will not pay a combination of the limits. This exclusion applies to loss that is not covered under the above listed Coverage Extension(s) solely due to exhaustion of limits.

b. Additional Conditions

- (1) **Duties in the Event of Loss:** If you have reason to believe that any loss of, or loss from damage to Covered Property involves a violation of law, you must notify the police.
- (2) **Special Limit of Insurance for Specified Property:** We will only pay up to **\$5,000** for any one "occurrence" of loss of, and loss from damage to, "money," and/or "securities"; manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.
- (3) **Other Insurance:** If you have purchased Computer Fraud Coverage under a Commercial Crime Coverage Part that is attached to this policy, the "Computer Fraud" coverage provided under the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES is specifically excess of that Limit of Insurance provided under the Commercial Crime Coverage Part. In the event of a loss covered by both, only the deductible applicable to the Commercial Crime Coverage Part will apply.

c. Additional Definitions The following definitions apply only to this "Computer Fraud" Coverage:

- (1) **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- (2) **"Computer Fraud"** means "theft" of property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the "covered premises" or "banking premises" to a person (other than a "messenger") outside those "covered premises" or to a place outside those "banking premises."
- (3) **"Messenger"** means you, any of your partners or any employee while having care and custody of the property outside the "covered premises."
- (4) **"Occurrence"** means an:
 - (a) Act or series of related acts involving one or more persons; or
 - (b) Act or event, or a series of related acts or events not involving any person.

- (5) **"Covered premises"** means the interior of that portion of any building described in the Declarations and occupied by you in the conduct of your business.
- (6) **"Theft"** means any act of stealing.
- (7) As used in this "Computer Fraud" Coverage Extension, **"Money"** means
 - (a) In current use and having a face value: Currency, coins, and bank notes.
 - (b) Held for sale to the public: Travelers checks, register checks, and money orders.
- (8) As used in this "Computer Fraud" Coverage Extension, **"Securities"** means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - (1) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - (2) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money."

d. LIMITATION AND EXCLUSION NOT APPLICABLE

- (1) **Exclusions**, Paragraph **B.2.i.** of the Causes of Loss – Special Form, does not apply to "Computer Fraud" Coverage; and
- (2) **Limitations** Paragraph **C.1.f.** of the Causes of Loss – Special Form does not apply to "Computer Fraud" Coverage.

e. CHANGES TO PROPERTY NOT COVERED

Only as respects this "Computer Fraud" Coverage Extension, the following replaces **A.2.a.** Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form:

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt or notes. Lottery tickets held for sale are not securities. "Money" or "securities" are also Property Not Covered, except as provided under the following Coverage Extensions of the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES:
 - (1) "Money" and "Securities";
 - (2) Employee Dishonesty;
 - (3) Forgery and Alteration; and
 - (4) "Computer Fraud".

f. DISTANCE LIMITATION

For "Computer Fraud" coverage, the **500** feet distance limitation does not apply to covered property transferred from inside a "covered premises" or a "banking premises."

ACCOUNTS RECEIVABLE

- 1. You may extend the insurance that applies to Your Business Personal Property to apply to accounts receivable as described in the provisions which directly follow. We will pay:
 - (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
 - (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable; that result from direct physical loss or damage to your records of accounts receivable at a designated premises caused by or resulting from any Covered Cause of Loss.
- 2. The most we will pay under this Coverage Extension for the sum of all loss occurring during one twelve month policy period is **\$50,000**. This is an annual aggregate limit and applies no matter how many losses occur or how many buildings, premises or locations are insured. However, the Annual Aggregate Limit is subject to the Limit of Insurance shown in the Declarations for Business Personal Property. Therefore, in no event will we ever pay more in any single loss than the Limit of Insurance for Business Personal Property shown in the Declarations.

3. **B. Exclusions of the Causes of Loss – Special Form** do not apply to this Accounts Receivable Coverage Extension except for the following:
 - B.1.c.** Governmental Action
 - B.1.d.** Nuclear Hazard
 - B.1.f.** War and Military Action
 - B.2.h.** Dishonesty
 - B.2.i.** False Pretense
 All Paragraph **B.3.** exclusions.
4. In addition, the following the exclusions apply:
 - (a) We will not pay for loss or damage caused by or resulting from electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:
 - (i) Programming errors or faulty machine instructions;
 - (ii) Faulty installation or maintenance of data processing equipment or component parts;
 But we will pay for direct loss or damage caused by lightning.
 - (b) We will not pay for:
 - (i) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of “money”, “securities” or other property.
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
 - (ii) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
 - (iii) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.
5. Only as respects this Accounts Receivable Coverage Extension, paragraph **A.2.a.** Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form is replaced with the following:

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities. Accounts Receivable (as defined in this Coverage Extension) is also Property Not Covered, except as provided under the Accounts Receivable Coverage Extension contained in the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES;
6. If a loss is covered both under this Accounts Receivable Coverage Extension and by an Accounts Receivable Coverage Form attached this policy, the limits of this Accounts Receivable Coverage Extension will be excess of that Accounts Receivable Coverage Form, and only the deductible applicable to that Accounts Receivable Coverage Form will apply. This provision supersedes any conflicting other insurance provisions.

FINE ARTS

1. You may extend the insurance that applies to Your Business Personal Property to apply to “Fine Arts” as described in the provisions which directly follow. We will pay for direct physical loss or damage to your “Fine Arts” arising from a Covered Cause of Loss. This “Fine Arts” Coverage is subject to all the terms, Limitations, Exclusions and Conditions of the Building and Personal Property Form, the Condominium Association Coverage Form and the Causes of Loss – Special Form except as follows:
 - (a) **B. Exclusions** of the Causes of Loss – Special Form do not apply to this coverage, except:
 - o **B.1.b., B.1.c., B.1.d., B.1.f. and B.1.g.;**
 - o **B.2.b.; B.2.d.; B.2.h.; B.2.i.; B.2.j.; B.2.l.; and B.2.m.**
 - (b) Only as respects the coverage provided under this “Fine Arts” Coverage Extension, **C. Limitations**, Paragraph **3.b.** of the Causes of Loss – Special Form does not apply to “antique” jewelry.
 - (c) Only as respects the coverage provided under this “Fine Arts” Coverage Extension, **F.1.b.**, paragraph **(3)** of the Causes of Loss – Special Form is replaced with the following:
 - (3)** Theft by forced entry into a securely locked body or compartment of a vehicle. There must be visible marks of the forced entry.

2. We will not pay for loss or damage under this “Fine Arts” Coverage Extension resulting from any of the following:
 - (a) We do not pay for loss or damage caused by breakage, marring, or scratching of art glass windows, glassware, statuary, marble objects, bric-a-brac, porcelains, or similar fragile articles unless loss is a result of a “specified peril.”
 - (b) We do not pay for loss or damage caused by processing of or work upon the covered property including repairs or restoration.
 - (c) We do not pay for any loss or damage caused by diminution of value due to gradual deterioration, fading or other loss caused by exposure to light, heat or other atmospheric or environmental conditions.
3. Only as respects the coverage provided under this “Fine Arts” Coverage Extension, the following definitions are added:
 - (a) “Antique,” means an object having value because its:
 - (i) Craftsmanship is in the style or fashion of former times; and
 - (ii) Age is 100 years old or older.
 - (b) “Fine Arts” means paintings; etchings; pictures, tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; “antique” furniture; “antique” jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit. The following are not “Fine Arts:” coins and stamps; jewelry (except “antique” jewelry); precious or semi-precious stones; gold, silver, platinum or other precious metals or alloys; automobiles, or any other self-propelled vehicles designed for highway use; furs; or money.
4. The most we will pay for all direct physical loss of or damage to “Fine Arts” under this “Fine Arts” Coverage Extension in one twelve month policy period is **\$15,000**. This Annual Aggregate limit applies no matter how many losses occur or how many building, premises or locations we insure. However, the Annual Aggregate Limit is subject to the Limit of Insurance shown in the Declarations for Business Personal Property. Therefore, in no event will we ever pay more in any single loss than the Limit of Insurance for Business Personal Property shown in the Declarations.
5. If a loss is covered both under this “Fine Arts” Coverage Extension and by a Fine Arts Coverage Form attached to this policy, this “Fine Arts” Coverage Extension will be excess of the Limits of Insurance provided by the Fine Arts Coverage Form, and the deductible applicable to that Fine Arts Coverage Form will apply. This provision supersedes any conflicting other insurance provisions.

ELEVATOR COLLISION FOR PERSONAL PROPERTY OF OTHERS

You may extend the insurance that applies to the Personal Property of Others to apply direct physical loss of or damage to the Personal Property of Others caused by elevator collision, subject to the following provisions:

We will pay for direct physical loss of or damage to the Personal Property of Others in your care custody or control if:

1. The loss or damage is caused by collision of your elevator, or any property inside the elevator, with the elevator or any other objects; and
2. You are legally liable for that loss or damage.

Under this coverage, the most we will pay for any one occurrence is **\$100,000**.

AMENDMENTS TO C. LIMITS OF INSURANCE

SIGNS ATTACHED TO BUILDINGS

The following paragraph is deleted from section **C. Limits of Insurance**:

“The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is **\$1,000** per sign in any one occurrence.”

AMENDMENTS TO D. DEDUCTIBLE

The following is added as the last paragraph of **D. Deductible**:

Coverages provided under the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES are subject to the deductibles shown in the Commercial Property Declarations, unless a different deductible is specified as applicable to a particular coverage within the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES

or a AMENDMENT TO LIMITS AND DEDUCTIBLES ENDORSEMENT attached to your policy.

AMENDMENTS TO CAUSES OF LOSS - SPECIAL FORM

The following modifies insurance provided under the Causes of Loss - Special Form:

AMENDMENTS TO EXCLUSIONS - CAUSES OF LOSS - SPECIAL FORM

The following amends the coverage provided under the Causes of Loss – Special Form:

“FUNGUS,” WET OR DRY ROT, OR BACTERIA

The following replaces paragraph 1.h. under B. Exclusions:

h. **“Fungus,” Wet or Dry Rot, or Bacteria**

As respects coverage provided by this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES**, the exclusion titled “Fungus”, Wet Rot, Dry Rot in the **Causes of Loss – Special Form** is deleted and replaced with the following:

“Fungus,” Wet or Dry Rot, or Bacteria

As respects the coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, we will not pay for loss or damage caused directly or indirectly by "fungus", wet rot, dry rot and bacteria. Such loss or damage because of the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This exclusion does not apply to the extent that coverage is provided for "fungus", wet rot, dry rot and bacteria in specific Limited Additional Coverages and only to the extent such coverage is described in the **ADDITIONS TO ADDITIONAL COVERAGES – CAUSES OF LOSS – SPECIAL FORM** section which follows in this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES**.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

As respects the coverage provided by this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES** the Additional Coverage – Limited Coverage for “Fungus”, Wet Rot, Dry Rot and Bacteria in the **Causes of Loss – Special Form** remains otherwise unmodified, unless indicated in the specific Limited Additional Coverages **ADDITIONS TO ADDITIONAL COVERAGES – CAUSES OF LOSS – SPECIAL FORM** section which follows.

AMENDMENTS TO THE PROPERTY DISTANCE EXTENSION

The following amends the coverage provided under the Causes of Loss – Special Form:

PROPERTY DISTANCE EXTENSION

In each instance where it appears in the form, the property distance limitation of 100 feet is changed to **500** feet. Loss payment under this Additional Coverage will not increase the applicable Limit of Insurance.

ADDITIONS TO ADDITIONAL COVERAGES – CAUSES OF LOSS – SPECIAL FORM

The following amendments apply to **ADDITIONAL COVERAGES** of the **CAUSES OF LOSS – SPECIAL FORM**.

As used in this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, Limited Additional Coverages means:

1. The Limits of Insurance provided by the coverages in the following section are limited to the amount shown in the Table of Coverages and only to the extent as specified in each Limited Additional Coverage provision; and
2. No other coverage provided in this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES contributes Limits in addition to the Limited Additional Coverages described in this section.

ADDITIONS TO E. ADDITIONAL COVERAGE EXTENSIONS

The following are added as ADDITIONAL COVERAGES:

ADDITIONAL COVERAGE – SEWER BACK-UP LIMITED ADDITIONAL COVERAGE

1. The term Sewer Backup Limited Additional Coverage means coverage afforded by this section of the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES for loss or damage by a Covered Sewer Backup loss to Covered Property.
2. Subject to the following provisions, Sewer Back-up as described immediately below are added as Limited Additional Coverage(s).

As used in this **Sewer Backup Limited** Additional Coverage, the term(s) Sewer Backup means water that backs up or overflows from a sewer, drain, or sump, commencing during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

The Additional Coverage - Sewer Backup Limited Additional Coverage does not apply to any loss or damage caused by or resulting from a Sewer Back-Up loss that begins before the inception of this insurance.

This Sewer Backup Limited Additional Coverage does not apply to Sewer Back-up resulting from Flood. Coverage for Sewer Back-up resulting from Flood is provided in this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES under the WATER PERIL Limited Additional Coverage provision.

3. We will pay for loss or damage by Sewer Back-up as defined in paragraph 2. above. As used in this Sewer Backup Limited Additional Coverage, the term loss or damage means direct physical loss or damage to Covered Property caused by the Sewer Back-up as defined in paragraph 2. above, including the cost of removal of the debris arising out of the loss or damage to the Covered Property and any loss of Business Income (including any loss of Extra Expense, if applicable) resulting from the direct physical loss or damage to Covered Property.
4. The Additional Coverage - Sewer Backup Limited Additional Coverage provided here is solely for the following elements of damage or expense caused by or resulting from the Covered Sewer Backup loss that is:
 - a. Direct physical loss or damage to Covered Property,
 - b. The cost to tear out and replace any part of the Covered Property as needed to repair the covered Building;
 - c. Loss of Business Income and/or Extra Expense if the Business Income (And Extra Expense) or the Business Income (Without Extra Expense) Coverage Form is attached to your policy; and
 - d. The cost of removal of the debris arising out of the loss or damage to the Covered Property.

5. **Business Income, Extra Expense and Actual Loss Sustained**

The Actual Loss Sustained Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES does not apply to the Sewer Backup Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

6. **Exclusions:**

All Exclusions, Limitations, terms and conditions of the Causes of Loss – Special Form and the Building and Personal Property Coverage Form continue to apply, except as amended by the following:

- a. Only as respects Additional Coverage – Sewer Back-up Limited Coverage, **B.1.g. Water** of the Causes of Loss Special Form is deleted and replaced by the following:

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or

(c) Doors, windows or other openings.

(5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1., 3. or 4., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 5., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if Water, as described in g.(1) through g.(5) above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

Exclusion(s) g.(3) apply except as coverage is provided under Additional Coverage – Sewer Back-up Limited Additional Coverage.

b. “Fungus,” Wet or Dry Rot, or Bacteria

As respects this Sewer Backup Limited Additional Coverage, the exclusion titled “Fungus”, Wet Rot, Dry Rot in the Causes of Loss – Special Form is deleted and replaced with the following:

“Fungus,” Wet or Dry Rot, or Bacteria

As respects this Sewer Backup Limited Additional Coverage, we will not pay for loss or damage caused directly or indirectly by "fungus", wet rot, dry rot and bacteria. Such loss or damage because of the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

As respects this Sewer Backup Limited Additional Coverage, the Additional Coverage – Limited Coverage for “Fungus”, Wet Rot, Dry Rot and Bacteria in the Causes of Loss – Special Form does not apply.

c. Exclusion B.2.k. of the Causes of Loss-Special Form does not apply to collapse otherwise covered by this Additional Coverage – Sewer Back-up Limited Additional Coverage.

D. Additional Coverage - Collapse of the Causes of Loss – Special Form does not apply to collapse caused by Sewer Back-up.

7. The Additional Coverage - Sewer Backup Limited Additional Coverage provided by this endorsement does not extend to Newly Acquired or Constructed Property Coverage Extension provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES if you have extended the insurance under this policy to apply to such Covered Property;

8. The amount of coverage of this Additional Coverage - Sewer Backup Limited Additional Coverage is limited to the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES applicable to Sewer Back-up.

However, we will not pay more for any Covered Property than we would pay in the absence of the Sewer Backup Limit. Therefore, the maximum amount payable for any Covered Property is the Limit of Insurance shown in the Declarations or stated value (as shown in a Statement of Values on file with us) specific to that Covered Property for fire losses.

9. The Additional Coverage - Sewer Backup provided here is not a "specified cause of loss."

10. Applicability of Sewer Backup Limited Additional Coverage:

a. As **Sole Cause**. If the coverage limit you receive in this section applies, and if the Covered Sewer Backup cause (as defined in paragraphs 2. and 3. above) is the only covered cause of the loss under your policy with us, then it will apply as the combined limit of coverage for all damages for which you have sustained a covered loss, and for which you have purchased coverage from us. These limits will apply as the sole limit available to pay for the different types of damage or expense for which we cover you, and may be partially or completely exhausted by payment for any one or more categories of damage or expense.

- b. To **Multiple Causes**. If damage to Covered Property occurs as a result of both the Covered Sewer Backup cause (as defined in paragraphs 2. and 3. above) and a Cause of Loss that is covered under form CP 10 30 that is a part of this policy, either concurrently or in any sequence, we will not pay more for the total of all loss or damage than the limit that would be available to the insured for the loss that is covered under form CP 10 30; and the Additional Coverage - Sewer Backup Limited Additional Coverage will not apply.

11. Property Damage Deductible and Coinsurance:

- a. **Sole Cause:** If the Covered Sewer Backup cause is the sole cause of the loss, the Coinsurance Condition of your policy does not apply to any loss or damage within the Additional Coverage - Sewer Backup Limited Additional Coverage.
- b. **Multiple Causes:** If the Covered Sewer Backup cause is the cause of a loss, but not the sole cause of loss, then the Coinsurance Condition of your policy would apply, but only if they would apply to loss or damage covered by the *other* applicable cause or causes of loss.
- c. The provisions of paragraph d. below of this Sewer Back-up Additional Limited Coverage are applicable to all Coverage Forms extending coverage under this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES** except:
 - (1) Business Income (And Extra Expense) Coverage Form;
 - (2) Business Income (Without Extra Expense) Coverage Form; and
 - (3) Extra Expense Coverage Form.
- d. The Deductible section in the Building and Personal Property Coverage Form is replaced by the following only with respect to Sewer Back-up Limited Additional Coverage:
 - (1) The Deductible provisions apply to each Sewer Back-up loss.
 - (2) Except if paragraph f. below applies, the Deductible for Sewer Back-up is **\$5,000**.
 - (3) Separate Deductibles apply to each building, personal property at each building and personal property in the open. Deductibles are applied separately even if:
 - (a) Two or more buildings sustain loss or damage;
 - (b) Personal property at two or more buildings sustains loss or damage; and/or
 - (c) A building and the personal property in that building sustain loss or damage.
- e. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.
- f. If a AMENDMENT OF LIMITS AND DEDUCTIBLES is attached to this policy, and it indicates a different deductible than the Deductible in paragraph d. for Sewer Back-up, then subject to all other provisions in this Property Damage Deductible Section, the deductible in the AMENDMENT OF LIMITS AND DEDUCTIBLES will apply to each covered Sewer Back-up loss.

OPTIONAL DEDUCTIBLE - SEWER BACK-UP LIMITED ADDITIONAL COVERAGE

If a **\$2,500** Optional Deductible is indicated (by a in the appropriate box) in the AMENDMENT OF LIMITS AND DEDUCTIBLES attached to your policy or in an Optional Coverage Schedule attached to this policy, the following replaces paragraph 11.d.2. Property Damage Deductible and Coinsurance above as it applies to this Additional Limited Coverage – Sewer Backup and Underground Water Limited Additional Coverage:

11. Property Damage Deductible and Coinsurance:

- d. The Deductible section in the Building and Personal Property Coverage Form is replaced by the following only with respect to Sewer Back-up Limited Additional Coverage:
 - (2) Except if paragraph f. below applies, the Deductible for Sewer Back-up is **\$2,500**.

ADDITIONAL COVERAGE – WATER PERIL LIMITED ADDITIONAL COVERAGE

- A. References to Zones B, C and X throughout the section which follows refer to Flood Map Zones established by the Federal Emergency Management Agency (FEMA) Mitigation Directorate's administration of the National Flood Insurance Program (NFIP). Should the boundaries of Zone(s) B, C and/or X be revised under the NFIP during the policy period, such that the insured's premises is reassigned to a zone outside Zone(s) B, C or X, coverage under Flood and/or Mudslide under this WATER PERIL Limited Additional Coverage will continue until expiration date of your policy.

- B Coverage provided by this WATER PERIL Limited Additional Coverage applies to Flood losses occurring in NFIP Zones B, C and X for the Covered Property at described premises for which a Limit of Insurance is shown in the Declarations.
- C. Subject to the provisions of this WATER PERIL Limited Additional Coverage section, coverages only to the extent described immediately below are provided:
1. **Flood**, meaning a general and temporary condition of partial or complete inundation of normally dry land areas due to surface water, waves, tides, tidal waves, overflow of any body of water or their spray all whether driven by wind or not.
 2. **Mudslide or mudflow** which is caused by flooding from the unusual or rapid accumulation or runoff of surface waters from any source. For the purposes of this WATER PERIL Limited Additional Coverage, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.

All flooding in a continuous or protracted event will constitute a single flood.

3. **Underground Water** meaning:

Water that is under the ground surface pressing on, or flowing or seeping through:

- (i) Foundations, walls, floors or paved surfaces;
 - (ii) Basements, whether paved or not; or
 - (iii) Doors, windows, or other openings,
- for a period, in 3., of not more than 13 consecutive days (that is, 13 times twenty four consecutive hours), commencing during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

The **WATER PERIL Limited Additional Coverage** does not apply to any loss or damage caused by or resulting from any of the causes described in this paragraph **C.** that begins before the inception of this insurance.

- D. We will pay for loss or damage to Covered Property caused by or resulting from WATER PERIL as defined in paragraph **C.** above at the location(s) shown in the Declarations. As used in this WATER PERIL Limited Additional Coverage, the term loss or damage means direct physical loss of or damage to Covered Property caused by the causes described in paragraph **C.** above, including the cost of removal of the debris resulting from the loss or damage to the Covered Property.

Business Income, Extra Expense and Actual Loss Sustained

If a Business Income and Extra Expense or Business Income Without Extra Expense Coverage Form is attached to your policy, we will also pay for your loss of income (and extra expense if applicable) arising out of the loss or damage by WATER PERIL to Covered Property.

However, any Actual Loss Sustained Coverage provided by an endorsement attached to your policy does not apply to the WATER PERIL Limited Additional Coverage.

E. EXCLUSIONS, LIMITATIONS AND RELATED PROVISIONS

1. The Exclusions and Limitation(s) sections of the Causes of Loss - Special Form apply to WATER PERIL Limited Additional Coverage provided in this section, except as provided in **a.** and **b.** immediately below:
 - a. To the extent that a part of **B.1.g.** Water Exclusion of the Causes of Loss – Special Form might conflict with coverage provided under this WATER PERIL Limited Additional Coverage by the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, that part of the Water Exclusion does not apply. To the extent that a tsunami causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion of the Causes of Loss – Special Form does not apply.

Only as respects WATER PERIL Limited Additional Coverage, **B.1.g. Water** of the Causes of Loss Special Form is deleted and replaced by the following:

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1., 3. or 4., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 5., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if Water, as described in g.(1) through g.(5) above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

Exclusion(s) g.(4) applies except as coverage is provided under WATER PERIL Limited Additional Coverage.

- b. The exclusion of Collapse, in the Causes of Loss-Special Form does not apply to collapse caused by Flood and/or Mudslide otherwise covered by this WATER PERIL Limited Additional Coverage provided in this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.
2. The Additional Coverage – Collapse, in the Causes of Loss – Special Form does not apply to collapse caused by Flood and/or Mudslide as defined in this WATER PERIL Limited Additional Coverage of the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.
 3. The Ordinance Or Law Exclusion in the Causes of Loss Special Form continues to apply with respect to any loss under this WATER PERIL Limited Additional Coverage, unless a separate Ordinance Or Law Coverage endorsement is also attached to your policy. However, if a separate Ordinance Or Law Coverage endorsement is attached to your policy, please see paragraph I.3. of this Limited Additional Coverage.
 4. The following exclusions and limitations are added and apply to the WATER PERIL Limited Additional Coverage provided in this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES:
 - a. We will not pay for any loss or damage caused by or resulting from any WATER PERIL that begins before or within 72 hours after the inception date of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. If you request and we provide an increase in the stated Limit of Insurance for WATER PERIL Limited Additional Coverage, the increase will not apply to loss or damage from any WATER PERIL that begins before or within 72 hours after your request was made.

If the Flood is due to the overflow of inland or tidal waters, then the Flood is considered to begin when the water first overflows its banks.
 - b. We will not pay for loss or damage caused by or resulting from destabilization of land arising from the accumulation of water in subsurface land areas.
 - c. Under this Coverage Part, as set forth under Property Not Covered in the Building and Personal Property Coverage Form to which this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this WATER PERIL Limited Additional Coverage in this ENHANCED

PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES does not include the cost of restoring or remediating land due to the collapse or sinking of land caused by or resulting from Flood and/or Mudslide.

However, coverage under this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES includes damage to the covered portions of the building and to covered personal property, caused by collapse or sinking of land along the shore of a body of water as the result of erosion or undermining caused by waves or currents of water which exceed the cyclical levels and cause Flood.

Even if a CHANGE ENDORSEMENT is attached to your policy providing coverage for excavations, grading, backfilling or filling, then the cost of restoring or remediating land due to the collapse or sinking of land caused by or resulting from Flood and/or Mudslide is **not** covered under this WATER PERIL Limited Additional Coverage.

- d. We do not cover loss or damage by Flood to personal property in the open except to the extent that such coverage, if any, is specified in the Flood Coverage Schedule or in the Declarations.
- e. Property Not Covered in the Building and Personal Property Coverage Form to which this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES is attached, is amended and supplemented as follows only with respect to WATER PERIL Limited Additional Coverage:
 - (1) Property Not Covered includes any building or other property that is not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq. and the Coastal Barrier Improvement Act of 1990, Pub. L. 101-591, 16 U.S.C. 3501 et seq.
 - (2) Property Not Covered includes boat houses and open structures, and any property in or on the foregoing, if the structure is located on or over a body of water.
 - (3) If bulkheads, pilings, piers, wharves, docks, or retaining walls that are not part of a building have been removed from Property Not Covered and added as Covered Property by separate endorsement, this WATER PERIL Limited Additional Coverage does not apply to such property.
 - (4) The following are removed from Property Not Covered and are therefore Covered Property:
 - (a) Foundations below the lowest basement floor or the subsurface of the ground; and
 - (b) Underground pipes, flues and drains.
- f. We will not pay for loss or damage caused by sewer back-up or overflow unless such back-up or overflow results from Flood and occurs within **72** hours after the flood recedes.
- g. The Additional Coverage - WATER PERIL Limited Additional Coverage provided here is not a "specified cause of loss."
- i. **"Fungus," Wet or Dry Rot, or Bacteria**

As respects this **WATER PERIL** Limited Additional Coverage provided by this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES**, the exclusion titled "Fungus", Wet Rot, Dry Rot in the Causes of Loss – Special Form is deleted and replaced with the following:

"Fungus," Wet or Dry Rot, or Bacteria

As respects this WATER PERIL Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, we will not pay for loss or damage caused directly or indirectly by "fungus", wet rot, dry rot and bacteria. Such loss or damage because of the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This exclusion does not apply to the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria of the **Causes of Loss – Special Form** with respect to loss or damage arising from "fungus", wet or dry rot or bacteria that results from Flood.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

As respects this **WATER PERIL** Limited Additional Coverage provided by this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES**, the Additional Coverage – Limited Coverage for “Fungus”, Wet Rot, Dry Rot and Bacteria in the **Causes of Loss – Special Form** remains otherwise unmodified.

F. Additional Coverages And Coverage Extensions

Other than as provided in **F.2.** below, the following applies to all Additional Coverages and Coverage Extensions provided by this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES**, the **Causes of Loss – Special Form**, the Building and Personal Property Coverage Form or the Condominium Association Coverage Form:

1. Amounts payable under Additional Coverages, Coverage Extensions (except endorsements specifically providing additional **WATER PERIL** Coverage limits) of this endorsement or any Coverage Form included in your policy, do not increase the Limit of Insurance for **WATER PERIL** Limited Additional Coverage provided by this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES**.

2. With respect to **WATER PERIL** Limited Additional Coverage, the Debris Removal Additional Coverage provided by this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES** (and any additional limit for Debris Removal under a Limit Of Insurance clause or an endorsement) does not apply and is replaced with the following:

DEBRIS REMOVAL

a. We will pay your expense to remove debris of Covered Property, when such debris is caused by or results from **WATER PERIL**. However, we will not pay to remove deposits of mud or earth from the grounds of the described premises.

b. We will also pay the expense to remove debris of Covered Property that has floated or been hurled off the described premises by Flood and/or Mudslide.

c. This coverage for Debris Removal, as set forth in **F.2.a.** and **F.2.b.** above, does not increase the applicable Limit of Insurance for **WATER PERIL** Limited Additional Coverage. Therefore, the most we will pay for the total of debris removal and direct physical loss of or damage to Covered Property, plus any loss of income payable arising out of the loss to Covered Property, is the Limit of Insurance for **WATER PERIL** Limited Additional Coverage shown on the first page of this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES**.

3. With respect to **WATER PERIL** Limited Additional Coverage, the Coverage Extension for Newly Acquired or Constructed Property and Business Personal Property at Unspecified Locations does not apply.

4. Various Coverage Extensions, in the Building and Personal Property Coverage Form to which this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES** is attached, require coinsurance. If the No-Coinsurance Option applies, then the coinsurance requirement for such Coverage Extensions is eliminated.

5. Business Income, Extra Expense and Actual Loss Sustained

The Actual Loss Sustained Coverage provided by this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES** does not apply to the **WATER PERIL** Limited Additional Coverage provided by this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES**.

6. Off-Premises Services Interruption Limited Additional Coverage

With respect to **WATER PERIL** Limited Additional Coverage, the Coverage Extension for Off-Premises Services Interruption Limited Additional Coverage does not apply.

7. Business Income From Dependent Properties.

With respect to WATER PERIL Limited Additional Coverage, the Coverage Extension for Business Income From Dependent Properties Coverage does not apply.

G. Limit of Insurance

1. Application Of Limit And Blanket Annual Aggregate

Subject to paragraph **G.2.** below, the **\$10,000** Blanket Annual Aggregate Limit of Insurance for WATER PERIL Limited Additional Coverage is the most we will pay during any **12**-month period, no matter how many:

- a. Locations, premises, buildings; or
- b. Types of coverage (such as Building, Business Personal Property, Business Income, Ordinance or Law, etc.);

that occur during that **12**-month policy period.

The Blanket Annual Aggregate Limit of Insurance is the most we will pay for the total of all loss or damage to covered:

- (1)** Buildings; and
- (2)** Business Personal Property;

including associated

- a. Debris Removal expense; and
- b. Loss of Income (if Business Income with or without Extra Expense Coverage Form(s) are attached to your policy);

that is caused by WATER PERIL (as defined in this Limited Additional Coverage) in a **12**-month period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of WATER PERIL during that period of time. If there is more than one WATER PERIL in a **12**-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by WATER PERIL is the amount shown as the Blanket Annual Aggregate Limit of Insurance for WATER PERIL Limited Additional Coverage on the first page of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. Should the first WATER PERIL event not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for a subsequent Flood(s) and/or Mudslide(s) that occur during the **12**-month policy period.

If a single occurrence of WATER PERIL event begin during one annual policy period and end during the following annual policy period, any Annual Aggregate Limit of Insurance applicable to the following annual policy period will **not** apply to that WATER PERIL loss.

This Water Peril Limited Additional Coverage is additional insurance. The Additional Condition, Coinsurance, does not apply to this extension.

2. Limitation For Covered Property

Notwithstanding the Blanket Limit of Insurance described in **G.1.** above, we will not pay more for Covered Property in any single occurrence under this WATER PERIL Limited Additional Coverage than we would pay in the absence of the WATER PERIL Limited Additional Coverage Limit of Insurance. Therefore, the maximum amount payable for Covered Building(s) or Business Personal Property is the Limit of Insurance or stated value (as shown in a Statement of Values on file with us) shown in the Declarations for fire losses.

3. Ensuing Loss

Under the WATER PERIL Limited Additional Coverage, we will not pay for loss or damage by fire, explosion or sprinkler leakage. Coverage for Fire, Explosion or Sprinkler Leakage ensuing Flood and/or Mudslide is provided by the Special Causes of Loss form under the exception to Exclusion **B.1.g.**

If a WATER PERIL is covered under this endorsement and an ensuing Fire, Explosion or Sprinkler Leakage loss is covered under the Causes of Loss Special Form by means of an exception to Exclusion B.1.g., the most we will pay for the total of all loss or damage caused by the WATER PERIL and the Fire, Explosion and/or Sprinkler Leakage is the Limit of Insurance applicable to the Fire, Explosion and/or Sprinkler Leakage. We will not pay the sum of the limits for Fire, Explosion

and Sprinkler Leakage and WATER PERIL. We will not pay more for the WATER PERIL portion of the loss than the WATER PERIL Limited Additional Coverage Limit of Insurance provided by this endorsement, subject to paragraph G.2. of this Limited Additional Coverage.

In the event of covered ensuing loss, for example, loss caused by Fire, Explosion and/or Sprinkler Leakage which results from the WATER PERIL, the most we will pay, for the total of all loss or damage caused by WATER PERIL, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will **not** pay the sum of the Fire and WATER PERIL Limits.

EXAMPLES – ENSUING LOSS

Two examples follow, using these facts: The Commercial Property Coverage Part, in these examples, includes the Causes of Loss – Basic Form (which covers fire) and this WATER PERIL Coverage. A building is damaged by Flood and by Fire which is caused by the Flood. The value of the damaged building is \$1,000,000. The Limit of Insurance applicable to the building, for the Basic Causes of Loss, is \$800,000. The Limit of Insurance for Flood is \$10,000. The Flood Deductible amount is **\$2,500**.

EXAMPLE #1

The damage due to Flood is \$500,000. The damage due to Fire is \$500,000.

Payment for Flood damage is \$7,500 (\$500,000 damage minus **\$2,500** Flood deductible = \$497,500; Limit is \$10,000)

Payment for Fire damage is \$400,000 (\$500,000 damage capped at the difference between the Basic Limit and the Flood Limit)

Total Loss Payment is \$407,500.

EXAMPLE #2

The damage due to Flood is \$800,000. The damage due to Fire is \$100,000.

Payment for Flood damage is \$7,500 (\$800,000 damage minus **\$2,500** Flood deductible = \$797,500; Limit is \$10,000)

Payment for Fire damage is \$100,000 (amount of damage)

Total Loss Payment is \$107,500.

Note: These Examples are given only to illustrate the situation of flood and ensuing loss. Therefore, the loss payment stated for flood damage does not address the situation where another policy also covers the flood damage.

H. Deductible

1. The Deductible for coverage provided under this WATER PERIL Limited Additional Coverage is the Deductible applicable under paragraph **H.5.** below, unless modified by endorsement.
2. We will not pay that part of the loss that is attributable to any Deductible(s) in the National Flood Insurance Program policy.
3. If WATER PERIL results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies (e.g., the Flood deductible or the Fire deductible).
4. Deductibles described in Paragraph **5.** immediately below are applicable to all Coverage Forms extending coverage to this WATER PERIL Limited Additional Coverage except:
 - a. Business Income (And Extra Expense) Coverage Form;
 - b. Business Income (Without Extra Expense) Coverage Form; and
 - c. Extra Expense Coverage Form.
5. The Deductible section in the Building and Personal Property Coverage Form is replaced by the following, but only with respect to WATER PERIL and ensuing loss:
 - a. The Deductible provisions apply to each WATER PERIL loss.
 - b. The Deductible for:
 - (1) **Flood and/or Mudslide** is **\$2,500**
 - (2) **Underground Water** is **\$5,000**;

unless an endorsement amending these specific deductibles is attached to your policy.

- c. Separate Deductibles apply to: each building, personal property at each building and personal property in the open. Deductibles are applied separately even if:
 - (1) Two or more buildings sustain loss or damage;
 - (2) Personal property at two or more buildings sustains loss or damage; and/or
 - (3) A building(s) and personal property sustain loss or damage.
- d. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.
- e. If in one occurrence, there is loss or damage caused by WATER PERIL and loss or damage caused by a Cause of Loss (e.g., fire) that is covered by means of an exception to Exclusion **B.1.g.** of the Causes of Loss – Special Form, then only the Deductible applicable to the WATER PERIL applies.

I. Other Insurance

The Other Insurance Commercial Property Condition is replaced by the following with respect to the coverage provided under this WATER PERIL Limited Additional Coverage:

1. If the loss is also covered under a National Flood Insurance Program (NFIP) policy, or if the property is eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. We will not, under any circumstances, pay more than the applicable Limit of Insurance for Flood and/or Mudslide as stated in the Flood Coverage Schedule or the first page of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES as applicable to this WATER PERIL Limited Additional Coverage.

However, this Provision **I.1.** does not apply under the following circumstances:

- a. At the time of loss, the property is eligible to be written under an NFIP policy but such policy is not in effect due solely to ineligibility of the property at the time this WATER PERIL Limited Additional Coverage was written; or
 - b. An NFIP policy is not in effect because we have agreed to write this WATER PERIL Limited Additional Coverage without underlying NFIP coverage. There is such an agreement only if the Flood Coverage Schedule or the Declarations indicate that the Underlying Insurance Waiver applies.
2. If the loss or damage to Covered Property is covered under this WATER PERIL Limited Additional Coverage and also covered under the MISCELLANEOUS WATER COVERAGE ENDORSEMENT Form WATER01, the most we will pay for the total of all loss or damage to Covered Property is:
 - a. The Blanket Annual Aggregate Limit of Insurance (or the unused remainder of the Blanket Annual Aggregate as described in paragraph **G.1.** above) applicable to WATER PERIL Limited Additional Coverage; or
 - b. The Limit of Insurance applicable to the Covered Property shown in the Declarations.

In no event will we pay the sum of the Limits applicable to each of the coverages (i.e., the sum of the WATER PERIL Limited Additional Coverage Limit plus the Limits for Fire Hydrants and Underground Water - Supply Mains and Backup of Sewers and Drains).

3. If the loss or damage to Covered Property is covered under this WATER PERIL Limited Additional Coverage and is also covered under the BLANKET ORDINANCE OR LAW COVERAGE ENDORSEMENT Form ORD01, the most we will pay for the total of all loss or damage is:
 - a. The Blanket Annual Aggregate Limit of Insurance (or the unused remainder of the Blanket Annual Aggregate as described in paragraph **G.1.** above) applicable to WATER PERIL Limited Additional Coverage; or
 - b. The Limit of Insurance applicable to the Covered Property shown in the Declarations.

In no event will we pay the sum of the Limits applicable to each of the coverages (i.e., the sum of the WATER PERIL Limited Additional Coverage Limit plus the Limits for Ordinance or Law resulting from WATER PERIL).

4. If there is other insurance covering the loss, other than that described in **I.1.**, **I.2.** or **I.3.** above, we will pay our share of the loss. Our share is the proportion that the available Limit of Insurance under this WATER PERIL Limited Additional Coverage bears to the total of the applicable Limits of Insurance under all other such insurance. But we will not pay more than the applicable Limit of Insurance stated in the Declarations for Covered Property as our proportion of the loss for any single occurrence.

J. Business Income And Extra Expense Period Of Restoration

This Section **J.** is applicable only to the Coverage Forms specified below:

1. Business Income (And Extra Expense) Coverage Form;
2. Business Income (Without Extra Expense) Coverage Form; and
3. Extra Expense Coverage Form.

The "period of restoration" definition stated in the above Coverage Form, or in any endorsement amending the beginning of the "period of restoration", applies to each occurrence of WATER PERIL.

ORDINANCE OR LAW LIMITED ADDITIONAL COVERAGE

I. APPLICATION OF COVERAGE(S)

This Ordinance or Law Limited Additional Coverage applies only if both **I.(1)** and **I.(2)** are satisfied, and is then subject to the qualifications set forth in **I.(3)**.

- (1) The ordinance or law;
 - (a) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - (b) Is in force at the described premises at the time of loss.But this Ordinance or Law Limited Additional Coverage applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this Ordinance or Law Limited Additional Coverage.
- (2)
 - (a) A building that is described in the Declarations sustains direct physical damage that is covered under this policy and such damage results in the enforcement of the ordinance or law; or
 - (b) A building that is described in the Declarations sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
 - (c) But if a building that is described in the Declarations sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this Ordinance or Law Limited Additional Coverage even if the building has also sustained covered direct physical damage.

- (3) In the situation described in **(2)(b)** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B**, and/or **C** of this Ordinance or Law Limited Additional Coverage. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage. (See **Example of Proportionate Loss Payment for Ordinance Or Law Coverage Losses** below.)

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B** and/or **C** of this Ordinance or Law Limited Additional Coverage.

Example of Proportionate Loss Payment for Ordinance Or Law Limited Additional Coverage Losses (procedure as set forth in Section **I.(3)** of this endorsement.)

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value

- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance Or Law Limited Additional Coverage, Coverage **C** of this endorsement: \$60,000

Step 1:

Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 \mid \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the Coverage **C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under Coverages **A** and **B** of this endorsement.

II. COVERAGE

Coverage A –Coverage for Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct physical damage, we will pay under **Coverage A** for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance shown in the Declarations as applicable to the Covered Building. **Coverage A** does not increase the Limit of Insurance.

Coverage B – Demolition Cost Coverage

With respect to the building described in the Declarations that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

Coverage C –Increased Cost Of Construction Coverage

(1) With respect to the building described in the Declarations that has sustained covered direct physical damage, we will pay the increased cost to:

- Repair or reconstruct damaged portions of that building; and/or;
- Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The Coinsurance Additional Condition does not apply to Increased Cost Of Construction Coverage.

(2) When a building is damaged or destroyed and **Coverage C** applies to that building in accordance with paragraph (1) of **Coverage C** – Increased Cost of Construction, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in (1):

- The cost of excavations, grading, backfilling and filling;
- Foundation of the building;
- Pilings; and
- Underground pipes, flues and drains.

The items listed in (2)(a) through (2)(d) above are deleted from Property Not Covered, but only with respect to the coverage described in **Coverage C** – Increased Cost Of Construction, paragraph (2).

III. LOSS PAYMENT

(1) The following **Loss Payment** provisions **III.(2)** and **III.(3)** are subject to the apportionment procedures set forth in section **I.(3)** of **Application of Coverage(s)**.

(2) **Coverage A.**

When there is a loss in value of an undamaged portion of a building to which **Coverage A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

(a) If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

- (i) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
- (ii) The Limit of Insurance shown in the Declarations as applicable to the covered building.

(b) If the Replacement Cost Coverage Option applies and the property is not repaired or replaced, or if the Replacement Cost Coverage Option does not apply, we will not pay more than the lesser of:

- (i) The actual cash value of the building at the time of loss; or
- (ii) The Limit of Insurance shown in the Declarations as applicable to the covered building.

(3) **Coverages B and C**

(a) Loss payment under **Coverage B** – Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

- (i) The amount you actually spend to demolish and clear the site of the described premises; or
- (ii) **\$250,000**.

(b) Loss payment under **Coverage C** – Increased Cost of Construction Coverage will be determined as follows:

(i) We will not pay under **Coverage C**:

- (A) Until the property is actually repaired or replaced, at the same or another premises; and
- (B) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(ii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under **Coverage C** is the lesser of:

- (A) The increased cost of construction at the same premises; or
- (B) **\$250,000**.

(iii) If the ordinance or law requires relocation to another premises, the most we will pay under **Coverage C** is the lesser of:

- (A) The increased cost of construction at the new premises; or
- (B) **\$250,000**.

(c) Blanket limits: **Coverages B and C**

The limits provided under this Additional Coverage for **Coverage B** and **Coverage C** apply on a blanket basis. Regardless of the number of buildings or locations involved in an occurrence, the most we will pay for all damages arising from one occurrence is **\$250,000** for each of these coverages.

IV. ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS

The following applies to all Additional Coverages and Coverage Extensions provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES or by the Causes of Loss – Special Form or by the Building and Personal Property Coverage Form or the Condominium Association Coverage Form:

Amounts payable under Additional Coverages, Coverage Extensions (except provided by separate endorsements specifically providing additional Ordinance or Law Coverage limits) do not increase the Limit of Insurance shown on the first page of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES for Ordinance or Law Limited Additional Coverage. However:

1. If the loss or damage to Covered Buildings is covered under this Ordinance or Law Limited Additional Coverage and also covered under the Ordinance or Law Coverage Endorsement Form CP 04 05, the latter coverage is excess over the applicable Limit of Insurance provided by the Ordinance or Law Limited Additional Coverage.
2. If the loss or damage to Covered Buildings is covered under this Ordinance or Law Limited Additional Coverage and is also covered under the Blanket Ordinance Or Law Coverage Endorsement Form ORD01, the most we will pay for the total of all loss or damage is the Limit of Insurance applicable to Ordinance or Law Coverage Limited Additional Coverage.
3. **Business Income, Extra Expense and Actual Loss Sustained**
 The Actual Loss Sustained Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES does not apply to the Ordinance or Law Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.
 With respect to Business Income and Extra Expense Coverage:
 - (a) If your policy includes either the Business Income (and Extra Expense) Coverage Form or the Business Income (Without Extra Expense) Coverage Form, your coverage is extended to include business income loss resulting from loss or damage otherwise payable under this Ordinance or Law Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES (except as regards Actual Loss Sustained coverage); and
 - (b) Any amount payable for business income (including any amounts payable for Extra Expense) is included in and is not in addition to the Limit of Insurance described in paragraph (3) of III. Loss Payment of this Ordinance or Law Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES.

V. EXCLUSIONS

In addition to the exclusions in your Commercial Property Coverage Part, the following exclusions apply to this Ordinance or Law Limited Additional Coverage:

1. Failure to Comply Prior to Loss

Under this Ordinance or Law Limited Additional Coverage, we will not pay for loss due to any ordinance or law that:

- (a) You were required to comply with before the loss, even if the building was undamaged; and
- (b) You failed to comply with.

2. Pollution

We will not pay under Coverage A, B and/or C of this Additional Coverage for:

- (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants;" or
- (b) Any costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

3. "Fungus," Wet or Dry Rot, or Bacteria

As respects this Ordinance or Law Additional Coverage, the exclusion titled "Fungus", Wet Rot, Dry Rot and Bacteria and the Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot and Bacteria in the Causes of Loss – Special Form are deleted. The following exclusion is added:

We will not pay under Coverage A, B or C for:

- (a) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (b) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "fungus", wet or dry rot or bacteria.

VI. ORDINANCE OR LAW EXCLUSION

B. Exclusions, 1.a. Ordinance or Law of the Causes of Loss – Special Form does not apply to this Additional Coverage.

ADDITIONAL COVERAGE – OFF-PREMISES SERVICES INTERRUPTION LIMITED ADDITIONAL COVERAGE

The coverage described in this section applies only when an Interruption of Off-Premises Services occurs during the policy period and only if all reasonable means were used to save and preserve the Covered Property from further damage at the time of and after the occurrence.

- (1) We will pay for direct physical loss of or damage to Covered Property occurring at the premises described in the Declarations caused by the Interruption of Off Premises Services to those premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provided the following services:
- (a) **Water Supply Services**, meaning the following types of property supplying water to the premises described in the Declarations:
 - i. Pumping stations;
 - ii. Water mains.
 - (b) **Communications Supply Service** means property supplying communication services including telephone, radio, microwave or television services to the premises described in the Declarations such as:
 - i. Communication transmission lines;
 - ii. Coaxial cables;
 - iii. Microwave radio relays except satellites.**Communications Supply Service** does not include overhead transmission lines.
 - (c) **Power Supply Service** means the following types of property supplying electricity, steam or gas to the premises described in the Declarations:
 - i. Utility generating plants;
 - ii. Switching stations;
 - iii. Substations;
 - iv. Transformers;
 - v. Transmission lines.**Power Supply Service** does not include overhead transmission lines.

(2) **Deductibles:**

As respects Business Income and Extra Expense coverage provided in this Off-Premises Services Interruption Limited Additional Coverage, we will only pay for the loss you sustain after the first **12** hours following the direct physical loss or damage to the off premises property to which this Additional Coverage applies. For Direct Damage losses, a **\$1,000** per occurrence deductible applies.

(3) **Annual Aggregate Limit of Insurance**

Subject to the Limit of Insurance shown in the Declarations for any single Building or Business Personal Property insured under this policy and paragraph (4) immediately below, the most we will pay for the sum of **all** direct and indirect loss or damage (i.e., the total of all direct physical loss of or damage to Covered Property, plus all loss payable under Business Income and Extra Expense) under this Off Premises Services Interruption Limited Additional Coverage is **\$25,000**. This is an Annual Aggregate Limit of Insurance and applies no matter how many losses occur or claims are made or how many buildings, premises or locations are covered by this policy.

Definition: The term Annual Aggregate Limit of Insurance means this amount is the **most** we will pay for the total of **all** loss or damage to covered Building and Business Personal Property, including loss of income payable under the Business Income with or without Extra Expense Coverage Form(s), from **all** Off Premises Services Interruption(s) (as described in Paragraph (1) above), occurring during a **12**-month policy period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of Off Premises Services Interruption during that period of time.

How the Annual Aggregate Applies: If there is more than one Off Premises Services Interruption occurrence in a **12**-month policy period, the most we will pay for the total of all loss or damage sustained during that period of time is the amount shown as the Annual Aggregate Limit of Insurance for Off Premises Services Interruption Limited Additional Coverage in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES. Should the first Off Premises Services Interruption not exhaust the Annual Aggregate Limit of Insurance, then the balance of that Limit is available for any subsequent Off

Premises Services Interruptions that occur during the **12** month policy period.

With respect to the Annual Aggregate Limit, we will not pay more than a total of **\$20,000** even if the Off Premises Services Interruption continues to be present or active, or recurs, in a later policy period.

(4) Loss Payment for Buildings and Personal Property Will Not Exceed Insured Limit

The coverage provided under this Off Premises Services Interruption Limited Additional Coverage does not increase the applicable Limit of Insurance shown in the Declarations on any Covered Property. Under this Off Premises Services Interruption Limited Additional Coverage, we will never pay more for any direct damage loss in any single occurrence than the Limit of Insurance shown in the Declarations for Covered Property.

(5) To the extent that a part of the Utility Services Exclusion(s) might conflict with coverage provided under this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, that part of **B.1.e.** Utility Exclusion does not apply.

(6) If a loss is covered both under this Off Premises Services Interruption Limited Additional Coverage and by a separate endorsement providing Off Premises or Utility Services coverage (specific insurance) attached to this policy, the limits of this Off Premises Services Interruption Limited Additional Coverage Extension will be excess of that separate Utility Services or Off Premises Services Endorsement, and only the deductible applicable to that separate Utility Services or Off Premises Endorsement will apply to the loss.

(7) The Additional Condition, Coinsurance, does not apply to this Off Premises Services Interruption Limited Additional Coverage.

AMENDMENTS TO THE BUSINESS INCOME COVERAGE FORMS

The following changes are made to the Business Income (Without Extra Expense) Coverage Form and the Business Income (And Extra Expense) Coverage Form if one of these coverage forms is included in your policy:

AMENDMENTS TO A. COVERAGE

PROPERTY DISTANCE EXTENSION

The property distance limitations in **A.** Coverage are increased from 100 feet to **500** feet. Payments under this Additional Coverage will not increase the applicable limit of insurance.

AMENDMENTS TO A.5. ADDITIONAL COVERAGES

1. The following is added as the final paragraph of:

A.4.d. of the Business Income (Without Extra Expense) Coverage Form; and

A.5.c.: of the Business Income (And Extra Expense) Coverage Form.

EXTENDED BUSINESS INCOME TIME PERIOD

(3) Additional days for "Business Income" and "Rental Value"

Under the ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, we will add **150** days to the number of days otherwise provided by this policy for Extended Business Income under **(1)(b)(ii)** and/or **(2)(b)(ii)**.

2. The following Additional Coverage is added to **A.5.:**

ORDINANCE OR LAW - INCREASED PERIOD OF RESTORATION ADDITIONAL COVERAGE

A. If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the "period of restoration" resulting from a "suspension" of your "operations" caused by or resulting from the enforcement of any ordinance or law that:

- 1.** Regulates the construction or repair of any property;
- 2.** Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
- 3.** Is in force at the time of loss.

However, coverage is not extended to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

- a.** The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

- b. Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria. Exclusion **B.2.d.(2)** of the Causes of Loss Special Form continues to apply.
- B. For this Increased Period of Restoration Additional Coverage, the Period of Restoration definition is replaced by the following:
"Period of Restoration" means the period of time that:
 - a. Begins:
 - (1) 72 hours after the time of direct physical loss or damage for Business Income coverage; or
 - (2) Immediately after the time of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location, or
 - (3) One year after the date of direct physical loss or damage, unless this time period is modified by a AMENDMENT OF LIMITS AND DEDUCTIBLES attached to your policy.

The expiration date of this policy will not cut short the "period of restoration".
- C. The Ordinance or Law Exclusion does not apply to losses otherwise covered by this Increased Period of Restoration Coverage.

ADDITIONS TO A.6. COVERAGE EXTENSION

The following Coverage Extension is added to **A.6.:**

BUSINESS INCOME - DEPENDENT PROPERTIES

- (1) We will pay up to **\$50,000** for the actual loss of business income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss or damage to "dependent property" caused by or resulting from a Covered Cause of Loss. We will not pay more than **3%** of this limit for each day's "suspension" of "operations" due to loss arising from any one location.
- (2) For Coverage provided under this Business Income - Dependent Properties Coverage Extension, the following replaces the Resumption of Operations provision in the Loss Determination Loss Condition:
We will reduce the amount of your Business Income Loss, other than Extra Expense, to the extent you resume operations, in whole or in part, by using any other available:
 - (a) Source of materials; or
 - (b) Outlet of your products.

We will reduce your Extra Expense loss to the extent that you can return "operations" to normal and discontinue such Extra Expense.
- (3) Definitions:
 - 1. The following definition is added:
"Dependent Property" means property operated by others whom you depend on to:
 - a. Deliver materials or services to you or to others for your account (Contributing Locations.) With respect to Contributing Locations, Services does not mean water, communication or power supply services;
 - b. Accept your products or services (Recipient Locations);
 - c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
 - d. Attract customers to your business (Leader Locations).
 - 2. The "Period of Restoration" Definition, only with respect to "dependent property," is replaced by the following:
"Period of restoration" means the period of time that:
 - a. Begins **72** hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
 - b. Ends on the earlier of the following:
 - (i) The date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality, or

(ii) One year after the date of the direct physical loss or damage.
"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants," or
- (c) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "fungus," wet or dry rot, or bacteria. This exclusion of "fungus," wet or dry rot, or bacteria does not apply when "fungus", wet rot or dry rot results from a Covered Cause of Loss. Exclusion **B.2.d.(2)** of the Causes of Loss Special Form continues to apply.

The expiration date of the policy will not cut short the "period of restoration."

ACTUAL LOSS SUSTAINED COVERAGE EXTENSION:

1. The following Coverage Extension is added to **A.6.**:

C. LIMITS OF INSURANCE - ACTUAL LOSS SUSTAINED

Only as respects the coverage provided by this Actual Loss Sustained Coverage Extension, the following replaces Section **C. Limits of Insurance**:

C. ACTUAL LOSS SUSTAINED BASIS OF COVERAGE

Under this Actual Loss Sustained Coverage Extension, we will pay for loss of **Business Income** and/or **Extra Expense** on an Actual Loss Sustained basis. This means that the most we will pay for any one occurrence is the actual loss of Business Income and/or the actual Extra Expense that you sustain during the "period of restoration" and that occurs within **12** consecutive months after the date of direct physical loss or damage. This **12**-month limit replaces the limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense, and applies unless this **12**-month time period is modified by a **AMENDMENT OF LIMITS AND DEDUCTIBLES** endorsement attached to your policy which provides a different period of coverage.

All references to *Limit of Insurance shown in the Declarations* in the Business Income and Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form do not apply.

3. **ADDITIONAL COVERAGE - ALTERATIONS AND NEW BUILDINGS - OPTIONAL PERIOD(S) OF COVERAGE**

As respects the Actual Loss Sustained Coverage as it relates to **A.5.b. ADDITIONAL COVERAGE - ALTERATIONS AND NEW BUILDINGS**, the following is added as the last paragraph:

The most we will pay for any one occurrence is the actual loss of Business Income and/or Extra Expense that you sustain during the "period of restoration" that occurs within **12** consecutive months after the date of direct physical loss or damage, unless a **AMENDMENT OF LIMITS AND DEDUCTIBLES** modifies this period of coverage.

4. Only as respects the Actual Loss Sustained Coverage Extension provided by this **ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES** the following are deleted from **A.6.**:

DELETIONS FROM COVERAGE EXTENSION:

The following wording is deleted from section **A.6. Coverage Extension** of the Business Income (and Extra Expense) Coverage Form and **A.5. Coverage Extension** of the Business Income (without Extra Expense) Coverage Form:

*"If a Coinsurance percentage of **50%** or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:"*

NEWLY ACQUIRED LOCATIONS

The following wording is deleted from section **A.6. Coverage Extension** of the Business Income (and Extra Expense) Coverage Form and **A.5. Coverage Extension** of the Business Income (without Extra Expense) Coverage Form:

The Additional Condition, Coinsurance, does not apply to this Extension.

ADDITIONAL CONDITION AND OPTIONAL COVERAGES

D. Additional Condition and **E.** Optional Coverages are deleted in their entirety.

5. Only as respects the Actual Loss Sustained Coverage Extension provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES, the following is added:

DEFINITION

“**Period of Restoration**” means the period of time that:

- a. Begins:
- (1) 72 hours after the **time** of direct physical loss or damage for Business Income coverage; or
 - (2) Immediately after the **time** of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
- b. Ends on the earlier of:
- (1) The time when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The time when business is resumed at a new permanent location, or
 - (3) 12 months after the time of direct physical loss or damage, unless this time period is modified by a AMENDMENT OF LIMITS AND DEDUCTIBLES attached to your policy which provides a different period of coverage.

“Period of restoration” does not include any increased period required due to the enforcement of any ordinance or law that:

- (i) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (ii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants,” or
- (iii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “fungus,” wet or dry rot, or bacteria. This exclusion of “fungus,” wet or dry rot, or bacteria does not apply when “fungus,” wet rot, dry rot or bacteria results from a Covered Cause of Loss. Exclusion **B.2.d.(2)** of the Causes of Loss Special Form continues to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER UNIT DEDUCTIBLE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM**
- CONDOMINIUM ASSOCIATION COVERAGE FORM**
- COMMERCIAL PROPERTY CONDITIONS**
- CAUSES OF LOSS – SPECIAL FORM**
- PROTECTO-GUARD ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR HABITATIONAL PROPERTIES**
- PROTECTO-GUARD ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR RESTAURANTS**
- ENHANCED PROPERTY COVERAGE ENDORSEMENT**
- ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR RESTAURANTS**
- ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES**

SCHEDULE			
PER UNIT DEDUCTIBLES APPLY TO THE FOLLOWING DESCRIBED PREMISES			
LOC	BLDG	ADDRESS	LIST APPLICABLE COVERAGE
		REFER TO SCHEDULE	
SECTION I – COVERAGES TO WHICH PER UNIT DEDUCTIBLES APPLY			
(A selection must be indicated by an <input checked="" type="checkbox"/> in the box to the left of the APPLIES TO COVERAGE)		APPLIES TO COVERAGE	DEFINITION
<input type="checkbox"/>		"Water Damage"	See Paragraph A.1.
<input type="checkbox"/>		"Sewer Back-Up" and/or "Underground Water"	See Paragraph A.2.
<input type="checkbox"/>		Sprinkler Leakage	See Paragraph A.3.
<input checked="" type="checkbox"/>		"Ice Damming"	See Paragraph A.4.
<input type="checkbox"/>		"Interior Water Damage"	See Paragraph A.5.
SECTION II – APPLICABLE DEDUCTIBLES			
Per Unit Deductible – Building(s)	\$	REFER TO SCHEDULE	
Per Unit Deductible – Business Personal Property Contained in a Unit	\$	REFER TO SCHEDULE	
Per Unit BPP Deductible – Business Personal Property <i>Not</i> Contained in a Unit			
<p>The Per Unit BPP Deductible applies to Business Personal Property Not Contained in a Unit. This BPP Deductible is the Deductible shown in the Schedule is applicable to all Business Personal Property Not Contained in a Unit at Each Building at the described premises.</p> <p><i>Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations or a Schedule attached to your policy.</i></p>			

CONDITIONAL COVERAGE

Coverage under this endorsement is conditional. For coverage under this endorsement to respond to a loss, the following conditions must apply:

1. At least one selection applicable to the listed COVERAGES must be made under **Section I** of the Schedule above. If selected, the provisions of this **Per Unit Deductible Coverage Endorsement** apply for each COVERAGE indicated by an in the Schedule, subject to the Exclusions, Limitations, terms and conditions of your policy (including amendments provided by any of the ENHANCED PROPERTY COVERAGE ENDORSEMENT(s) not otherwise modified by this endorsement, but only to the extent described in this **Per Unit Deductible Coverage Endorsement**.
 2. This **Per Unit Deductible Coverage Endorsement** does not provide additional Covered Causes of Loss or Limits of Insurance. Such coverage is provided by your policy or an ENHANCED PROPERTY COVERAGE ENDORSEMENT attached to your policy.
 3. Described Premises and Limits of Insurance for Building or Business Personal Property coverage must be also listed in the Declarations in addition to the information shown in the Schedule of this endorsement;
 4. Apartment, Condominium or Co-operative Buildings or structures that contain multiple housing Units or Business Personal Property Contained in (multiple) Apartment, Condominium or Co-operative Building Units are insured under your policy;
 5. A loss to Covered Property involving more than one Unit in a Building or Business Personal Property Contained in (multiple) Apartment, Condominium or Co-operative Building Units is sustained.
-

A. EXPLANATION OF COVERAGE(S)

If indicated by in **Section I** of the Schedule of this **Per Unit Deductible Coverage Endorsement**, the following describe the COVERAGES provided by your policy or an ENHANCED PROPERTY COVERAGE ENDORSEMENT attached to your policy. Coverage is provided only to the extent of the terms and conditions of the applicable COVERAGE in your policy or the ENHANCED PROPERTY COVERAGE ENDORSEMENT. The provisions of this **Per Unit Deductible Coverage Endorsement** extend the deductible provisions applicable to your policy, but do not otherwise provide additional coverage or increase the Limit of Insurance for Building or for Business Personal Property shown in the Declarations.

1. "Water Damage"

The following is provided as an explanation of COVERAGE to which the Per Unit Deductibles indicated in the Schedule of this endorsement apply. COVERAGE for "**Water Damage**" is provided by your policy and is included in the Definition of "specified causes of loss" in the Causes of Loss – Special Form.

- a. As used in this endorsement, "**Water Damage**" means direct physical loss of or damage to Covered Property located at premises described in the Schedule of this endorsement caused by or resulting from the accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts or an automatic fire protection sprinkler system) that contains water or steam.
- b. "**Water Damage**" does **not** include loss or damage caused by or resulting from or arising out of any accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance that contains water or steam located at the premises described in the Schedule of this endorsement if the breaking apart or cracking of the system arises out of any of the following Covered Cause(s) of Loss: Fire; Lightning; Explosion; Windstorm Or Hail; Sprinkler Leakage, Aircraft Or Vehicles; Riot Or Civil Commotion; Vandalism, Sinkhole Collapse; Volcanic Action; or Falling Objects.

Under "**Water Damage**", we will not pay for:

- (1) Loss or damage caused by Fire, Explosion or Sprinkler Leakage, even if the Fire, Explosion or Sprinkler Leakage results from a loss otherwise covered under this endorsement.
- (2) Loss or damage caused by leaks or discharge from lawn sprinkler systems.
- (3) Loss or damage to the system or appliance from which water or steam escapes.

Sinkhole Collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. Sinkhole Collapse does not include:

- (i) The cost of filling sinkholes; or
- (ii) Sinking or collapse of land into man-made underground cavities.

Falling Objects does not include loss or damage to:

- a) Personal property in the open; or
- b) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

2. **"Sewer Back-Up" And/ Or "Underground Water"**

The following is provided as an explanation of COVERAGE to which the Per Unit Deductibles indicated in the Schedule of this endorsement apply. COVERAGE for "Sewer Back-Up" and/or "Underground Water" is provided by your policy only to the extent that coverage is provided for Sewer Back-up and/or Underground Water in an Enhanced Property Coverage Endorsement attached to your policy, if such coverage is provided in the Enhanced Property Coverage Endorsement.

As used in this endorsement, **"Sewer Back-Up"** and/or **"Underground Water"** means direct physical loss of or damage to Covered Property located at premises described in the Schedule of this endorsement caused by or resulting from:

- a. **"Sewer Back-Up"** – meaning Water that backs up or overflows from a sewer, drain or sump; or
- b. **"Underground Water"** – meaning Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings.

"Sewer Back-Up" and/or **"Underground Water"** does not include loss or damage caused by or resulting from or arising out of **"Water Damage," "Interior Water Damage,"** or **Sprinkler Leakage**

Under this **"Sewer Back-Up"** and/or **"Underground Water"** COVERAGE, we do not pay for:

- (1) Loss or damage caused by Fire or Explosion, even if the Fire or Explosion results from a loss otherwise covered under this endorsement.
- (2) Loss or damage caused by leaks or discharge from lawn sprinkler systems.
- (3) Loss or damage to the sewer, drain or sump system from which water backs up or overflows.

3. **Sprinkler Leakage**

The following is provided as an explanation of COVERAGE to which the Per Unit Deductibles indicated in the Schedule of this endorsement apply. COVERAGE for Sprinkler Leakage is provided by your policy and is included in the Causes of Loss – Special Form.

Sprinkler Leakage means direct physical loss of or damage to Covered Property located at a premises described in the Schedule of this endorsement caused by or resulting from leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.

If the building or structure containing the Automatic Sprinkler System is Covered Property, we will also pay the cost to:

- a. Repair or replace damaged parts of the Automatic Sprinkler System if the damage:
 - (1) Results in sprinkler leakage; or
 - (2) Is directly caused by freezing.
- b. Tear out and replace any part of the building or structure to repair damage to the Automatic Sprinkler System that has resulted in sprinkler leakage.

Automatic Sprinkler System means:

- (1) Any automatic fire-protective or extinguishing system, including connected:
 - (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and

- (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire-protective system:
 - (a) Non-automatic fire-protective systems; and
 - (b) Hydrants, standpipes and outlets.

4. "Ice Damming"

The following is provided as an explanation of COVERAGE to which the Per Unit Deductibles indicated in the Schedule of this endorsement apply. COVERAGE for **"Ice Damming"** is provided by your policy and is included in the Causes of Loss – Special Form.

"Ice Damming" means direct physical loss of or damage to Covered Property located at premises described in the Schedule of this endorsement caused by or resulting from the build up of ice from refreezing of melted snow at the overhang of a roof in such a fashion that traps ice and water under shingles or other roof finishing layers, causing leaks through roof deck joints and nail holes. **"Ice Damming"** does not include loss or damage caused by or resulting from or arising out of **"Interior Water Damage"**.

5. "Interior Water Damage"

The following is provided as an explanation of COVERAGE to which the Per Unit Deductibles indicated in the Schedule of this endorsement apply. COVERAGE for **"Interior Water Damage"** is provided by your policy only to the extent that coverage is provided for **"Interior Water Damage"** in the PROTECTO-GUARD ENHANCED PROPERTY COVERAGE ENDORSEMENT attached to your policy.

"Interior Water Damage" means direct physical loss of or damage to the interior of any covered Building or structure, or to covered Business Personal Property in the building or structure located at premises described in the Schedule of this endorsement, caused by or resulting from water from rain, snow, sleet, or ice seeping in or entering through an opening (such as a door or window) due to the force of the wind acting on or pressing against the water.

"Interior Water Damage" does not include direct physical loss of or damage to the interior of any covered Building or structure, or to covered Business Personal Property in the building or structure located at premises described in the Schedule of this endorsement, caused by or resulting from water from rain, snow, sleet, or ice seeping in or entering through an open door, window or other opening where the loss was caused by neglect and could have been avoided had the open door, window or other opening been closed. This coverage applies regardless of whether or not:

- (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
- (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

However, we will not pay for any direct physical loss of or damage to personal property owned by, used by or in the care, custody or control of a Condominium unit owner or Cooperative proprietary lessee or tenant of an Apartment unit.

"Interior Water Damage" does not include loss or damage caused by or resulting from or arising out of **"Sewer Back-Up"** or **"Ice Damming"**.

For the purposes of the coverage provided by this **Per Unit Deductible Coverage Endorsement**, paragraph **1.c.** under **C. Limitations** of the Causes of Loss – Special Form is deleted and replaced by the following:

- 1.** We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - c.** The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the sand or dust enters; or

(2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

Paragraph **1.c.** does not apply to the extent that coverage for seepage in the Interior Water Damage coverage is provided in a PROTECTO-GUARD ENHANCED PROPERTY COVERAGE ENDORSEMENT and amended in paragraph **A.5.** of the Per Unit Deductible Coverage Endorsement.

B. Only as respects loss(es) caused by or resulting from the COVERAGE(S) indicated in **Section I** of the Schedule (and as described in paragraph **A.** above) , the following replaces **D.** Deductible of the Building and Personal Property Coverage Form and the Condominium Association Coverage Form and supersedes any provision which would conflict with the following:

D. Deductible

1. How A Deductible Applies To A Loss:

General Description: In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the applicable Deductible amount (calculated through the method described below), we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible amount (calculated as described below), we will then subtract the applicable Deductible amount from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

2. When Loss Occurs To More Than One Unit of a Building or Business Personal Property Contained in a Unit:

If your policy covers Apartment, Condominium or Co-operative Buildings or structures that contain multiple housing Units and an occurrence involves loss to more than one Unit in a Building or Business Personal Property Contained in a Unit, and separate Limits of Insurance apply (to Building than to Business Personal Property), the losses will not be combined in determining application of the Deductible. The Total Deductible amount will be calculated separately for Buildings than for the Total Deductible amount calculated for Business Personal Property and applied separately.

3. How The Deductible Amount Will Be Calculated: Application of the Per Unit Deductible

The applicable Deductible amount(s) that apply to loss under your policy will be determined as follows from the **Per Unit** Deductible provision indicated in **Section II** of the Schedule of this **Per Unit Deductible Coverage Endorsement:**

In return for a reduction in premium we charge for this insurance, this endorsement provides a **Per Unit** Deductible which applies as follows to Apartment, Condominium or Co-operative Buildings or structures that contain multiple housing Units and the Insured's Business Personal Property Contained in the Units and the Insured's Business Personal Property Not Contained in Units:

- a.** For the purposes of the coverage provided by this endorsement, the Per Unit Deductible applicable to Business Personal Property Not Contained in a Unit, the Business Personal Property located in the common area(s) of any single building is considered one Unit.
- b.** The **Per Unit** Deductible shown in the Declarations applicable to Building applies to Each Unit involved in a loss, when more than one Unit in the Building is damaged in any single loss by a COVERAGE shown in paragraph **A. EXPLANATION OF COVERAGE(S).** The Per Unit Deductible amount shown in the Declarations applicable to Building applies unless a different Deductible amount is shown in the Schedule above.

The **Per Unit** Deductible shown in the Declarations applicable to Business Personal Property applies to the loss for Business Personal Property Contained in a Unit for Each Unit involved in a loss, when more than one Unit in the Building is damaged in any single loss by a COVERAGE shown in paragraph **A. EXPLANATION OF COVERAGE(S).** The Per Unit Deductible amount

shown in the Declarations applicable to Business Personal Property applies, unless a different Deductible amount is shown in the Schedule above.

The **Per Unit** Deductible shown in the Declarations applicable to Business Personal Property applies to the loss for Business Personal Property Not Contained in a Unit for Each Unit (each Building is considered a single Unit) involved in a loss, when more than one Unit in the Building is damaged in any single loss by a COVERAGE shown in paragraph **A. EXPLANATION OF COVERAGE(S)**. The **Per Unit** Deductible amount shown in the Declarations applicable to Business Personal Property applies, unless a different Deductible amount is shown in the Schedule above.

- c. The following calculation applies both to **Per Unit** Deductibles for Buildings and **Per Unit** Deductibles for Business Personal Property Contained in a Unit.

When more than one Unit is damaged in any single loss, we will determine how many Units are damaged and then apply the Per Unit Deductible for each Unit damaged, separately for Buildings and Business Personal Property.

When a loss involves Business Personal Property Not Contained in a Unit, the amount of the Per Unit Deductible will be determined by the number of Buildings involved in the loss, because the insured's Business Personal Property Not Contained in a Unit at that Building is considered one Unit for the purposes of this calculation.

The amount that represents the sum of all the Per Unit Deductibles (for Buildings separately from Business Personal Property) applicable will then be applied against the total loss for Buildings separately from Business Personal Property Contained in a Unit, plus any Deductible amount attributable to Business Personal Property Not Contained in a Unit..

Example #1: An Apartment Building has 40 Units and is insured for "**Water Damage**" loss. The Building suffers a "**Water Damage**" loss which damages 4 of the Units and the Insured's Business Property Contained in the Units, as well as some of the Insured's Business Personal Property Not Contained in Units.

For the purposes of this Example, the **Per Unit** Deductible – *Building(s)* shown in the Schedule = \$2,500 and the loss in each Unit is considered to exceed the **Per Unit** Deductible.*. The Deductible amount applied to the Building loss is \$10,000 (\$2,500 **Per Unit** Deductible X 4 Units = \$10,000).

The same Apartment Building "**Water Damage**" loss also involves damage to *Business Personal Property Contained in a Unit*. For the purposes of this Example, the **Per Unit** Deductible – Business Personal Property Contained in a Unit shown in the Schedule is \$2,500 **Per Unit**. The Deductible amount applied to the total loss for Business Personal Property Contained in Units = \$10,000 (\$2,500 **Per Unit** Deductible X 4 Units = \$10,000).

The same Apartment Building "**Water Damage**" also involves damage to *Business Personal Property of the Insured which was Not Contained in a Unit*. Because this loss applies to a single Building, this loss is subject to a single Deductible applicable to Business Personal Property Not Contained in a Unit. For the purposes of this Example, we will use \$500.

* Please Note that if the loss in each Unit does not exceed \$2,500, in accordance with **D.1.**, there will be no payment, since the loss does not exceed the **Per Unit** Deductible selected.

C. AMENDMENTS TO COINSURANCE

Only as respects the coverage provided by this **Per Unit Deductible Coverage Endorsement**, paragraph **1. Coinsurance** under Section **F. Additional Conditions** is modified as follows:

1. As respects losses caused by or resulting from the covered Causes of Loss selected in **Section I** of the Schedule and affected by the provisions of the **Per Unit Deductible Coverage Endorsement**, the following replaces paragraph **(4)**:

(4) Subtract the applicable Deductible amount (calculated by the method described in paragraph **D. Deductible**) from the figure determined in Step (3) as applicable to the property type(s) involved in the loss.

2. For losses resulting from the covered Causes of Loss selected in Section I of the Schedule of the **Per Unit Deductible Coverage Endorsement**, Examples 1, 2 and 3 of the Coinsurance provision do not apply.

D. The **Commercial Property Conditions Form** is amended as follows:

The following is added to paragraph **G. OTHER INSURANCE**

3. If a unit owner(s) has other insurance providing the covered Causes of Loss selected in **Section I** of the Schedule of the **Per Unit Deductible Coverage Endorsement** and applicable to the property types also covered by this Coverage Part, we will pay only for the amount of covered loss or damage that is in excess of the amount due from the unit owner's insurance. However, we will never pay more than the applicable Limit of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Policy Number
8106D31907

SCHEDULE OF LOSS PAYEE(S)

STRATHMORE INSURANCE COMPANY

Named Insured 3300 PARK AVENUE CONDOMINIUM

Effective Date: 11-01-15
12:01 A.M., Standard Time

Agent Name PEOPLE'S UNITED INSURANCE AGENCY, INC.

Agent No. 0010187

Loc. No.	Bldg. No.	Loss Payee Name and Mailing Address
001/001 001/002 001/003		SAVINGS INSTITUTE BANK & TRUST COMPANY, ISAOA ATIMA 803 MAIN ST WILLIMANTIC, CT USA 06226-2503

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS

This Schedule applies to the Per Unit Deductible Coverage Endorsement (PERUDED) included in your Commercial Property policy. The **Per Unit BPP Deductible** shown in the Schedule of the Per Unit Deductible Endorsement included in your policy applies to **Business Personal Property Not Contained in a Unit** and is not reproduced in this Per Unit Deductible Schedule of Coverages and Locations. Please see PERUDED endorsement for Definitions of Coverages applicable and shown in the APPLICABLE COVERAGES column in the Schedule which follows:

SCHEDULE

LOC	BLDG	ADDRESS	APPLICABLE COVERAGES	Per Unit Deductible – Building	Per Unit Deductible – BPP in Unit
001	001	3300 PARK AVE UNIT 1-8, BRIDGEPORT, CT 066041144	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$1,000	
			" Interior Water Damage"		
001	002	3300 PARK AVE UNIT 9-16, BRIDGEPORT, CT 066041144	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$1,000	
			" Interior Water Damage"		
001	003	3300 PARK AVE UNIT 27-36, BRIDGEPORT, CT 066041144	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$1,000	
			" Interior Water Damage"		
			" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"		
			" Interior Water Damage"		
			" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"		
			" Interior Water Damage"		

GNY INSURANCE GROUP

Extended Replacement Cost Endorsement

This endorsement changes the:
Building and Personal Property Coverage Form
Condominium Association Coverage Form

The following is added as a Coverage Extension:

Extended Replacement Cost

1. If the Limit of Insurance shown in the Declarations for Building is inadequate to pay the full amount of a covered Building loss, under this Coverage Extension:
 - (a) Subject to (b) immediately below, we will pay that part of the otherwise covered Building loss that exceeds the applicable Building Limit.
 - (b) The most we will pay under this Coverage Extension is 25% of the applicable Building Limit shown in the Declarations.
2. This Coverage Extension does not:
 - (a) Apply to, or
 - (b) Change or increase our liability for:
any limit, sublimit, additional coverage, coverage extension, or endorsement, other than:
 - (1) The Building Limit, or
 - (2) Ordinance or Law Coverage A (if applicable.)
3. Ordinance or Law Coverage A. (if applicable) is included within, not in addition to, the 25% of the building limit provided by this Coverage Extension.
4. Additional Conditions, 1. Coinsurance, of the Building and Personal Property and Condominium Association Coverage Form is waived for Building Coverage.

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F., Definitions.

A. Coverage

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

2. Extra Expense

- a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.
- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

4. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

5. Additional Coverages

a. Civil Authority

In this Additional Coverage – Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
- (2) When your Civil Authority Coverage for Business Income ends;

whichever is later.

b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and

(3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:

- (a) Used in the construction, alterations or additions; or
- (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

c. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
 - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

d. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.
- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.

- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage – Interruption Of Computer Operations is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
 - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage – Interruption Of Computer Operations includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage – Interruption Of Computer Operations.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage – Interruption of Computer Operations is \$2,500 for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (5) This Additional Coverage – Interruption in Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

6. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

NEWLY ACQUIRED LOCATIONS

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location.

c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

- (1) This policy expires;
- (2) 30 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage.

C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (7) Cooperate with us in the investigation or settlement of the claim.
 - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
 - (1) The Net Income of the business before the direct physical loss or damage occurred;
 - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
 - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
 - (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
 - (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

D. Additional Condition

COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

- 1. The Coinsurance percentage shown for Business Income in the Declarations; times
- 2. The sum of:
 - a. The Net Income (Net Profit or Loss before income taxes), and
 - b. Operating expenses, including payroll expenses,that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- Step (1): Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- Step (2): Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and
- Step (3): Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight – outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached);
- (11) All ordinary payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

EXAMPLE #1 (UNDERINSURANCE)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000

The Coinsurance percentage is: 50%

The Limit of Insurance is: \$ 150,000

The amount of loss is: \$ 80,000

Step (1): $\$400,000 \times 50\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$150,000 \div \$200,000 = .75$

Step (3): $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

EXAMPLE #2 (ADEQUATE INSURANCE)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000

The Coinsurance percentage is: 50%

The Limit of Insurance is: \$ 200,000

The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$400,000 \times 50\%$). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense Coverage.

E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:

- (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
- (2) The Limit of Insurance shown in the Declarations.

2. Monthly Limit Of Indemnity

a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:

- (1) The Limit of Insurance, multiplied by
- (2) The fraction shown in the Declarations for this Optional Coverage.

EXAMPLE

When: The Limit of Insurance is: \$ 120,000
 The fraction shown in the Declarations for this Optional Coverage is: 1/4

The most we will pay for loss in each period of 30 consecutive days is: \$ 30,000
 (\$120,000 x 1/4 = \$30,000)

If, in this example, the actual amount of loss is:

Days 1–30:	\$ 40,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 90,000

We will pay:	
Days 1–30:	\$ 30,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 80,000

The remaining \$10,000 is not covered.

3. Business Income Agreed Value

a. To activate this Optional Coverage:

(1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":

- (a) During the 12 months prior to the date of the Work Sheet; and
- (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.

(2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:

- (a) The Coinsurance percentage shown in the Declarations; multiplied by
- (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.

b. The Additional Condition, Coinsurance, is suspended until:

- (1) 12 months after the effective date of this Optional Coverage; or
- (2) The expiration date of this policy; whichever occurs first.

c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:

- (1) Within 12 months of the effective date of this Optional Coverage; or
- (2) When you request a change in your Business Income Limit of Insurance.

d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:

- (1) The Business Income Limit of Insurance; divided by
- (2) The Agreed Value.

EXAMPLE

When: The Limit of Insurance is: \$ 100,000
The Agreed Value is: \$ 200,000
The amount of loss is: \$ 80,000

Step (1): $\$100,000 \div \$200,000 = .50$

Step (2): $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

4. Extended Period Of Indemnity

Under Paragraph **A.5.c., Extended Business Income**, the number 30 in Subparagraphs **(1)(b)** and **(2)(b)** is replaced by the number shown in the Declarations for this Optional Coverage.

F. Definitions

1. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:
 - a. Your business activities occurring at the described premises; and
 - b. The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
3. "Period of restoration" means the period of time that:
 - a. Begins:
 - (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
 - (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;
caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Rental Value" means Business Income that consists of:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
 - b. Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
6. "Suspension" means:
 - a. The slowdown or cessation of your business activities; or
 - b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The exclusion in Paragraph **B.** replaces the **Water Exclusion** in this Coverage Part or Policy.

B. Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow;
3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
4. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or

5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **1.**, **3.** or **4.**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **1.** through **5.**, is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs **1.** through **5.**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

CONDOMINIUM ASSOCIATION COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H., Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.**, Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire-extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and

(6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

(a) Fixtures, improvements and alterations that are a part of the building or structure; and

(b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

(1) Personal property owned by you or owned indivisibly by all unit-owners;

(2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;

(3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

But Your Business Personal Property does not include personal property owned only by a unit-owner.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns;
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers;

- q. The following property while outside of buildings:
- (1) Grain, hay, straw or other crops; or
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs, or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes Of Loss Form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

EXAMPLE #1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 -- \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
(\$10,000 is 20% of \$50,000.)	

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

EXAMPLE #2

Limit of Insurance:	\$	90,000
Amount of Deductible:	\$	500
Amount of Loss:	\$	80,000
Amount of Loss Payable:	\$	79,500
		(\$80,000 – \$500)
Debris Removal Expense:	\$	30,000
Debris Removal Expense Payable		
Basic Amount:	\$	10,500
Additional Amount:	\$	10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: $\$80,000 (\$79,500 + \$500) \times .25 = \$20,000$; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense ($\$79,500 + \$30,000 = \$109,500$) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary for you to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

(a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

(b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

(a) We will not pay for the Increased Cost of Construction:

(i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

f. Electronic Data

(1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

(a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

(b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.

(c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

(d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

(4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

You may extend the insurance that applies to Building to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at locations, other than the described premises, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

(i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;

(ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or

(iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

(b) This Extension does not apply to:

(i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or

- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:

- (a) Temporarily at a location you do not own, lease or operate;
- (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
- (c) At any fair, trade show or exhibition.

- (2) This Extension does not apply to property:

- (a) In or on a vehicle; or
- (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Non-owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage:

- 1. Fire Department Service Charge;
- 2. Pollutant Clean-up And Removal;
- 3. Increased Cost Of Construction; and
- 4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

EXAMPLE #1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building #1:	\$ 60,000
Limit of Insurance – Building #2:	\$ 80,000
Loss to Building #1:	\$ 60,100
Loss to Building #2:	\$ 90,000

The amount of loss to Building #1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building #1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building #1:

\$ 60,100
<u>– 250</u>
\$ 59,850 Loss Payable – Building #1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building #2. Loss payable for Building #2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:
\$59,850 + \$80,000 = \$139,850

EXAMPLE #2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example #1.

Loss to Building #1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building #2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building #1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building #2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

(1) Pay the value of lost or damaged property;

(2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;

(3) Take all or any part of the property at an agreed or appraised value; or

(4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

d. We will not pay you more than your financial interest in the Covered Property.

e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

g. We will pay for covered loss or damage to Covered Property within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

(1) We have reached agreement with you on the amount of loss; or

(2) An appraisal award has been made.

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Unit-owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance.

7. Vacancy

a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:
 - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - (i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
 - (ii) Used by the building owner to conduct customary operations.
- (2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage;
 - (e) Theft; or
 - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

8. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in **b.** and **c.** below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at the actual cash value even when attached to the building:

 - (1) Awnings or floor coverings;
 - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
 - (3) Outdoor equipment or furniture.
- c. Glass at the cost of replacement with safety-glazing material if required by law.

9. Waiver Of Rights Of Recovery

We waive our rights to recover payment from any unit-owner of the condominium that is shown in the Declarations.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

EXAMPLE #1 (UNDERINSURANCE)

When: The value of the property is: \$ 250,000
The Coinsurance percentage for it is: 80%
The Limit of Insurance for it is: \$ 100,000
The Deductible is: \$ 250
The amount of loss is: \$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

EXAMPLE #2 (ADEQUATE INSURANCE)

When: The value of the property is: \$ 250,000
The Coinsurance percentage for it is: 80%
The Limit of Insurance for it is: \$ 200,000
The Deductible is: \$ 250
The amount of loss is: \$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$39,750 ($\$40,000$ amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

EXAMPLE #3

When: The value of the property is:
Building at Location #1: \$ 75,000
Building at Location #2: \$ 100,000
Personal Property at Location #2: \$ 75,000
\$ 250,000
The Coinsurance percentage for it is: 90%
The Limit of Insurance for Buildings and Personal Property at Locations #1 and #2 is: \$ 180,000
The Deductible is: \$ 1,000
The amount of loss is:
Building at Location #2: \$ 30,000
Personal Property at Location #2: \$ 20,000
\$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

EXAMPLE

If: The applicable Limit of Insurance is: \$ 100,000
The annual percentage increase is: 8%
The number of days since the beginning of the policy year (or last policy change) is: 146
The amount of increase is:
 $\$100,000 \times .08 \times 146 \div 365 =$ \$ 3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence; or
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

Under the terms of this Replacement Cost Optional Coverage, personal property owned indivisibly by all unit-owners, and the property covered under Paragraph **A.1.a.(6)** of this Coverage Form, are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;

- (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
- (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CONDOMINIUM ADDITIONAL PROVISIONS

This endorsement modifies insurance provided under the following:

CONDOMINIUM ASSOCIATION COVERAGE FORM

- A.** Paragraphs **2.** and **3.** of the CANCELLATION Common Policy Condition are replaced by the following:
- 2.** We may cancel this policy by mailing or delivering written notice of cancellation, at least 60 days before the effective date of cancellation, to:
 - a.** The first Named Insured; and
 - b.** Each unit-owner to whom we issued a certificate or memorandum of insurance.
 - 3.** We will mail or deliver such notice to each last mailing address known to us.
- B.** The following Conditions are added to the ADDITIONAL CONDITIONS:
- 3. NONRENEWAL**
 - a.** If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, at least 60 days before the expiration or anniversary date of this policy, to:
 - (1)** The first Named Insured; and
 - (2)** Each unit-owner to whom we issued a certificate or memorandum of insurance.
 - b.** We will mail or deliver such notice to each last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
 - 4. ACT OR OMISSION**

No act or omission by any unit-owner will void this policy or be a condition to recovery under this policy. But this Condition does not apply to unit-owners acting within the scope of their authority on behalf of the Association.
- C.** The WAIVER OF RIGHTS OF RECOVERY Loss Condition is replaced by the following:
- Waiver of Rights of Recovery**
- We waive our rights to recover payment against:
- (1)** Any unit-owner described in the Declarations including the developer, and members of his or her household;
 - (2)** The Association; and
 - (3)** Members of the board of directors for acts or omissions within the scope of their duties for you.
- But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.
- D.** Paragraph **b.** of the MORTGAGEHOLDERS Additional Condition is replaced by the following:
- b.** If the condominium is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.
- In all other respects, we will pay for loss to buildings or structures to you or the insurance trustee designated for that purpose, in accordance with the LOSS PAYMENT Loss Condition contained in this Coverage Part.
- E.** Paragraphs **f.** and **g.** of the MORTGAGEHOLDERS Additional Condition are replaced by the following:
- f.** If we cancel this policy, we will give written notice to the mortgageholder at least 60 days before the effective date of cancellation.
 - g.** If we elect not to renew this policy, we will give written notice to the mortgageholder at least 60 days before the expiration or anniversary date of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CONDOMINIUM ASSOCIATION COVERAGE – CONDOMINIUM LAW PROVISIONS

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY POLICY

A. Paragraph A.1.a. BUILDING is replaced by the following:

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigeration, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure; and
 - (b) Materials, equipment and supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

(6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

- (a) Fixtures, improvements and alterations that are a part of the building or structure; and
- (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in paragraph **A.1.a.(6)** above.

B. Paragraph A.1.b. YOUR BUSINESS PERSONAL PROPERTY is replaced by the following:

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

- (1) Personal property owned by you or owned indivisibly by all unit-owners;
- (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;
- (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

But Your Business Personal Property does not include personal property owned only by a unit-owner.

C. Paragraphs 2. and 3. of the CANCELLATION Common Policy Condition are replaced by the following:

2. We may cancel this policy by mailing or delivering written notice of cancellation, at least 60 days before the effective date of cancellation, to:

- a. The first Named Insured; and
- b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

3. We will mail or deliver such notice to each last mailing address known to us.

D. The following Conditions are added to the ADDITIONAL CONDITIONS:

11. NONRENEWAL

a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, at least 60 days before the expiration or anniversary date of this policy, to:

- (1) The first Named Insured; and
- (2) Each unit-owner to whom we issued a certificate or memorandum of insurance.

b. We will mail or deliver such notice to each last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

12. ACT OR OMISSION

No act or omission by any unit-owner will void this policy or be a condition to recovery under this policy. But this Condition does not apply to unit-owners acting within the scope of their authority on behalf of the Association.

E. The following is added to the LOSS PAYMENT Condition:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee designated for that purpose. If we pay the trustee, the payments will satisfy your claims against us.

F. The following are added to the LOSS CONDITIONS:

10. Unit-Owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not to contribute with such other insurance.

11. Waiver of Rights of Recovery

We waive our rights to recover payment against:

- a. Any unit-owner described in the Declarations including the developer, and members of his or her household;
- b. The Association; and
- c. Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.

G. Paragraph b. of the MORTGAGEHOLDERS Additional Condition is replaced by the following:

b. If the condominium is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.

In all other respects, we will pay for loss to buildings or structures to you or the insurance trustee designated for that purpose, in accordance with the LOSS PAYMENT Loss Condition contained in this Coverage Part.

H. Paragraphs f. and g. of the MORTGAGEHOLDERS Additional Condition are replaced by the following:

f. If we cancel this policy, we will give written notice to the mortgageholder at least 60 days before the effective date of cancellation.

g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 60 days before the expiration or anniversary date of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. Vacancy**
- 1.** In the Building And Personal Property Coverage Form, Condominium Association Coverage Form and Condominium Commercial Unit-Owners Coverage Form, Paragraph **a.** of the **Vacancy** Loss Condition is replaced by the following:
 - a. Description Of Terms**
 - (1)** As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:
 - (a)** When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (b)** When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant when 70% or more of its total square footage:
 - (i)** Is not rented to a lessee or sub-lessee or is not used by the lessee or sub-lessee to conduct its customary operations; and/or
 - (ii)** Is not used by the building owner to conduct customary operations.
 - (2)** Buildings under construction or renovation are not considered vacant.
 - 2.** In the Mortgageholders Errors And Omissions Coverage Form, the **Vacancy** Condition is replaced by the following:

Vacancy

We will not pay for any loss or damage if the building where loss or damage occurs, or out of which a claim or "suit" arises, has been vacant for more than 60 days before that loss or damage, or the event that gives rise to the claim or "suit".

A building is vacant when 70% or more of its total square footage:

 - a.** Is not rented to a lessee or sub-lessee or is not used by the lessee or sub-lessee to conduct its customary operations; and/or
 - b.** Is not used by the building owner to conduct customary operations.
- C.** The following are added to the **Appraisal** Loss Condition:
- a.** You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal.
 - b.** If the appraisers do not agree on the selection of an umpire within 15 days, they must request selection of an umpire by a judge of a court having jurisdiction.
- D.** The **Mortgageholders** Additional Condition is replaced by the following:
- Mortgageholder's Interests And Obligations**
- If loss hereunder is made payable, in whole or in part, to a designated mortgageholder not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgageholder a ten days' written notice of cancellation.

If you fail to render proof of loss such mortgageholder, upon notice, shall render proof of loss in the form specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If we claim that no liability existed as to the mortgagor or owner, we shall, to the extent of payment of loss to the mortgageholder, be subrogated to all the mortgageholder's rights of recovery, but without impairing mortgageholder's rights to sue; or we may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgageholder may be added hereto by agreement in writing.

E. The following is added:

If any conditions of The Standard Fire Insurance Policy of the State of Connecticut, as set forth in the General Statutes of Connecticut, are construed to be more liberal than any other policy condition, the conditions of The Standard Fire Insurance Policy will apply.

F. Under the **Loss Payment** Condition, the provision addressing the time period for payment of covered loss or damage is replaced by the following:

We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- (1) We have reached agreement with you on the amount of loss; or

- (2) An appraisal award has been made.

Prior to expiration of the aforementioned time period, we may make partial payment towards the amount of loss as an advance payment, provided we and you agree to such advance payment in writing. The advance payment will be credited towards the total amount of covered loss or damage. An advance payment does not extend the time for payment of the total amount of covered loss or damage.

G. The following is added to any provision which uses the term actual cash value as it pertains to direct loss or damage to a covered building caused by a Covered Cause of Loss:

The actual cash value immediately prior to the time of such loss or damage shall be the amount which it would cost to repair or replace such building with material of like kind and quality, minus reasonable depreciation. Depreciation, as used herein, means a decrease in value over a period of time due to wear and tear.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- BUILDERS RISK COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY
- TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Windstorm Or Hail Deductible Percentage – Enter 1%, 2% Or 5%
001	001	1 %
001	002	1 %
001	003	1 %
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

The Windstorm or Hail Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

As used in this endorsement, the terms “specific insurance” and “blanket insurance” have the following meanings: Specific insurance covers each item of insurance (for example, each building or personal property in a building) under a separate Limit of Insurance. Blanket insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings) under a single Limit of Insurance. Items of insurance and corresponding Limit(s) of Insurance are shown in the Declarations.

WINDSTORM OR HAIL DEDUCTIBLE CALCULATIONS

A. Calculation Of The Deductible – All Policies

1. A Deductible is calculated separately for, and applies separately to:
 - a. Each building that sustains loss or damage;
 - b. The personal property at each building at which there is loss or damage to personal property;
 - c. Personal property in the open.
 If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

2. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance, after any reduction required by any of the following: Coinsurance Condition; Agreed Value Optional Coverage; any provision in a Value Reporting Form relating to full reporting or failure to submit reports.
3. When property is covered under the Coverage Extension for Newly Acquired Or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss. The applicable percentage for Newly Acquired Or Constructed Property is the highest percentage shown in the Schedule for any described premises.

B. Calculation Of The Deductible – Specific Insurance Other than Builders’ Risk

1. Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage.

2. Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are the latest value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the full value(s) of the property on the report dates, we will determine the deductible amount as a percentage of the full value(s) as of the report dates.
- b. If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the applicable Limit(s) of Insurance.

C. Calculation Of The Deductible – Blanket Insurance Other Than Builders’ Risk

1. Property Not Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are those shown in the most recent Statement of Values on file with us.

2. Property Subject To Value Reporting Forms

In determining the amount, if any, that we will pay for property that has sustained loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of that property as of the time of loss or damage.

D. Calculation Of The Deductible – Builders’ Risk Insurance

1. Builders’ Risk Other Than Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the actual cash value(s) of that property as of the time of loss or damage.

2. Builders’ Risk Reporting Form

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are the actual cash value(s) shown in the most recent Report of Values on file with us.

However:

- a. If the most recent Report of Values shows less than the actual cash value(s) of the property on the report date, we will determine the deductible amount as a percentage of the actual cash value(s) as of the report date.
- b. If the first Report of Values is not filed with us prior to loss or damage, we will determine the deductible amount as a percentage of the actual cash value(s) of the property as of the time of loss or damage.

EXAMPLES – APPLICATION OF DEDUCTIBLE

EXAMPLE #1 – SPECIFIC INSURANCE (B.1.)

The amount of loss to the damaged building is \$60,000.

The value of the damaged building at time of loss is \$100,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limit of Insurance needed to meet the Coinsurance requirement is \$80,000 (80% of \$100,000).

The **actual** Limit of Insurance on the damaged building is \$70,000.

The Deductible is 1%.

Step $\$70,000 \div \$80,000 = .875$

(1):

Step $\$60,000 \times .875 = \$52,500$

(2):

Step $\$70,000 \times 1\% = \700

(3):

Step $\$52,500 - \$700 = \$51,800$

(4):

The most we will pay is \$51,800. The remainder of the loss, \$8,200, is not covered due to the Coinsurance penalty for inadequate insurance (Steps (1) and (2)) and the application of the Deductible (Steps (3) and (4)).

EXAMPLE #2 – SPECIFIC INSURANCE (B.1.)

The amounts of loss to the damaged property are \$60,000 (Building) and \$40,000 (Personal Property in building).

The value of the damaged building at time of loss is \$100,000. The value of the personal property in that building is \$80,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limits of Insurance needed to meet the Coinsurance requirement are \$80,000 (80% of \$100,000) for the building and \$64,000 (80% of \$80,000) for the personal property.

The **actual** Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the personal property (therefore no Coinsurance penalty).

The Deductible is 2%.

BUILDING

Step (1): $\$80,000 \times 2\% = \$1,600$

Step (2): $\$60,000 - \$1,600 = \$58,400$

PERSONAL PROPERTY

Step (1): $\$64,000 \times 2\% = \$1,280$

Step (2): $\$40,000 - \$1,280 = \$38,720$

The most we will pay is \$97,120. The portion of the total loss not covered due to application of the Deductible is \$2,880.

EXAMPLE #3 – BLANKET INSURANCE (C.1.)

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000) and Building #3 (\$1,000,000), as shown in the most recent Statement of Values on file with us, is \$2,000,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the Coinsurance requirement is \$1,800,000 (90% of \$2,000,000).

The **actual** Blanket Limit of Insurance covering Buildings #1, #2, and #3, shown in the Declarations, is \$1,800,000 (therefore no Coinsurance penalty).

Buildings #1 and #2 have sustained damage; the amounts of loss to these buildings are \$40,000 (Building #1) and \$20,000 (Building #2).

The Deductible is 2%.

BUILDING #1

Step (1): $\$500,000 \times 2\% = \$10,000$

Step (2): $\$40,000 - \$10,000 = \$30,000$

BUILDING #2

Step (1): $\$500,000 \times 2\% = \$10,000$

Step (2): $\$20,000 - \$10,000 = \$10,000$

The most we will pay is \$40,000. The portion of the total loss not covered due to application of the Deductible is \$20,000.

EXAMPLE #4 – BLANKET INSURANCE (C.1.)

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000), Personal Property at Building #1 (\$250,000) and Personal Property at Building #2 (\$250,000), as shown in the most recent Statement of Values on file with us, is \$1,500,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the Coinsurance requirement is \$1,350,000 (90% of \$1,500,000).

The **actual** Blanket Limit of Insurance covering Buildings #1 and #2 and Personal Property at Buildings #1 and #2, shown in the Declarations, is \$1,350,000. Therefore there is no Coinsurance penalty.

Building #1 and Personal Property at Building #1 have sustained damage; the amounts of loss are \$95,000 (Building) and \$5,000 (Personal Property).

The Deductible is 5%.

BUILDING

Step (1): $\$500,000 \times 5\% = \$25,000$

Step (2): $\$95,000 - \$25,000 = \$70,000$

PERSONAL PROPERTY

Step (1): $\$250,000 \times 5\% = \$12,500$

The loss, \$5,000, does not exceed the Deductible.

The most we will pay is \$70,000. The remainder of the building loss, \$25,000, is not covered due to application of the Deductible. There is no loss payment for the personal property.

CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G.**, Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section **B.**, Exclusions; or
2. Limited in Section **C.**, Limitations;

that follow.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. 'Fungus', Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- 1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
- 2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- 2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
 - (1) Electrical or electronic wire, device, appliance, system or network; or
 - (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
- (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, k., does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or
- (b) To collapse caused by one or more of the following:
 - (i) The "specified causes of loss";
 - (ii) Breakage of building glass;
 - (iii) Weight of rain that collects on a roof; or
 - (iv) Weight of people or personal property.

l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;
of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".
This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

(4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

(5) Any other consequential loss.

b. Leasehold Interest Coverage Form

(1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.

(2) We will not pay for any loss caused by:

- (a) Your cancelling the lease;
- (b) The suspension, lapse or cancellation of any license; or
- (c) Any other consequential loss.

c. Legal Liability Coverage Form

(1) The following exclusions do not apply to insurance under this Coverage Form:

- (a) Paragraph **B.1.a.**, Ordinance Or Law;
- (b) Paragraph **B.1.c.**, Governmental Action;
- (c) Paragraph **B.1.d.**, Nuclear Hazard;
- (d) Paragraph **B.1.e.**, Utility Services; and
- (e) Paragraph **B.1.f.**, War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

(i) Your assumption of liability was executed prior to the accident; and

(ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property.

LOSS OR DAMAGE TO PRODUCTS

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
 - d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

 - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
 - (2) Business Income Coverage or Extra Expense Coverage.
 - e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
 - f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - a. Animals, and then only if they are killed or their destruction is made necessary.
 - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
 - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

 - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
 - (2) To Business Income Coverage or to Extra Expense Coverage.
3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:
 - a. \$2,500 for furs, fur garments and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - c. \$2,500 for patterns, dies, molds and forms.
 - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
 - a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
 - d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (1) A cause of loss listed in **2.a.** or **2.b.**;
 - (2) One or more of the "specified causes of loss";
 - (3) Breakage of building glass;
 - (4) Weight of people or personal property; or

(5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does **not** apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
- b. Awnings, gutters and downspouts;
- c. Yard fixtures;
- d. Outdoor swimming pools;
- e. Fences;
- f. Piers, wharves and docks;
- g. Beach or diving platforms or appurtenances;
- h. Retaining walls; and
- i. Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
- b. The personal property which collapses is inside a building; and
- c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
7. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this Coverage Part.
8. The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in **D.1.** through **D.7.**

E. Additional Coverage – Limited Coverage For 'Fungus', Wet Rot, Dry Rot And Bacteria

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a. A "specified cause of loss" other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage – Collapse.
6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.

- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, **F.3.**, does not increase the Limit of Insurance.

G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

- (1)** Personal property in the open; or
- (2)** The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUILDERS' RISK COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	Building Number:	001/001	Applicable Clause (Enter C., D., E., or F.):	C
Description Of Property:	RESIDENTIAL CONDOMINIUMS			
Loss Payee Name:	SAVINGS INSTITUTE BANK & TRUST COMPANY,			
Loss Payee Address:	ISAOA ATIMA 803 MAIN ST WILLIMANTIC, CT USA 06226-2503			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.

B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - b. A contract for deed;
 - c. Bills of lading;
 - d. Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- 3. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

- 1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
- 2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- 3. The following is added to the **Other Insurance Condition**:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

- 1. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
- 2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- 3. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUILDERS' RISK COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	Building Number:	001/002	Applicable Clause (Enter C., D., E., or F.):	C
Description Of Property: RESIDENTIAL CONDOMINIUMS				
Loss Payee Name: SAVINGS INSTITUTE BANK & TRUST COMPANY,				
Loss Payee Address: ISAOA ATIMA				
803 MAIN ST				
WILLIMANTIC, CT USA 06226-2503				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.

B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - b. A contract for deed;
 - c. Bills of lading;
 - d. Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- 3. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

- 1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
- 2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- 3. The following is added to the **Other Insurance Condition**:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

- 1. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
- 2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- 3. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- BUILDERS' RISK COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	Building Number:	001/003	Applicable Clause (Enter C., D., E., or F.):	C
Description Of Property: RESIDENTIAL CONDOMINIUMS				
Loss Payee Name: SAVINGS INSTITUTE BANK & TRUST COMPANY,				
Loss Payee Address: ISAOA ATIMA				
803 MAIN ST				
WILLIMANTIC, CT USA 06226-2503				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.

B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - b. A contract for deed;
 - c. Bills of lading;
 - d. Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.

2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
 - b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
 - c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.All of the terms of this Coverage Part will then apply directly to the Loss Payee.
 - d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.
3. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the **Other Insurance Condition**:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
3. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL BUILDING PROPERTY

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE Additional Building Property

Prem. No.	Bldg. No.	
001 /	001	IMPROVEMENTS/BETTERMENTS OF UNIT OWNERS
001 /	002	IMPROVEMENTS/BETTERMENTS OF UNIT OWNERS
001 /	003	IMPROVEMENTS/BETTERMENTS OF UNIT OWNERS

- A.** Additional Building Property described in the Schedule or in the Declarations is added to BUILDING.
- B.** Additional Building Property described in the Schedule or in the Declarations does not apply under YOUR BUSINESS PERSONAL PROPERTY.



POLICY NUMBER: 8106D31907
EFFECTIVE: 11/1/2015 TO 11/1/2016

COMMERCIAL PROPERTY

STATEMENT OF VALUES

Insured 3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.

Headquarters Address C/O CMG 263 BOSTON POST RD

ORANGE CT 06477-3520

Form of Coverage: Actual Cash Value applies to Items
 Replacement Cost applies to Items

BUILDINGS

Indicate Form Numbers to which these rates are to apply: _____

(Attach Forms and Endorsements which require completion to indicate specific information)

Coinsurance 80% 90% 100% Blanket Rate Effective 11-1-2015

Causes of Loss for which rates are requested:

Basic Earthquake
 Broad Other _____
 Special (Specify)

BUILDING COVERAGE FOR LOCATIONS AS SHOWN ON THE ATTACHED SCHEDULE WITH BLANKET GROUP I FOR A LIMIT OF \$11,049,195., AND BUSINESS INCOME AT ACTUAL LOSS SUSTAINED.

INSURED	COMPANY, AGENT or BROKER
(Optional with Company) All values submitted are correct to the best of my knowledge and belief. Signed _____ Title _____ Date _____	Statement of Values submitted by: Name _____ Person to Contact _____ Street _____ City _____ State _____ ZIP _____
For INSURANCE SERVICES OFFICE use only Basic Group I _____ Basic Group II _____ Other _____	

STRATHMORE INSURANCE COMPANY

STATEMENT OF VALUES

NAMED INSURED: 3300 PARK AVENUE CONDO ASSOC
EFFECTIVE DATE: 110115

LOC. NO.	BLDG. NOG.	LOCATION OF PROPERTY	DESCRIPTION OF PROPERTY	COVERAGE (1)	VALUES (2)
BLANKET GROUP I					
1	1	3300 PARK AVE UNIT 1-8 BRIDGEPORT, CT 066041	RES CONDO 8 UNITS 1 BLDG	B	3,393,740 RC
1	2	3300 PARK AVE UNIT 9-16 BRIDGEPORT, CT 066041	RES CONDO 8 UNITS 1 BLDG	B	3,491,399 RC
1	3	3300 PARK AVE UNIT 27-36 BRIDGEPORT, CT 066041	RES CONDO 10 UNITS 1 BLDG	B	4,164,056 RC
TOTAL VALUES					11,049,195
90% COINSURANCE VALUE					11,049,195
BLANKET GROUP II					
1	1	3300 PARK AVE UNIT 1-8 BRIDGEPORT, CT 066041	RES CONDO 8 UNITS 1 BLDG	BINC	41,221 NA
1	2	3300 PARK AVE UNIT 9-16 BRIDGEPORT, CT 066041	RES CONDO 8 UNITS 1 BLDG	BINC	42,546 NA
1	3	3300 PARK AVE UNIT 27-36 BRIDGEPORT, CT 066041	RES CONDO 10 UNITS 1 BLDG	BINC	51,217 NA
TOTAL VALUES					134,984
100% COINSURANCE VALUE					134,984

STRATHMORE INSURANCE COMPANY

STATEMENT OF VALUES

NAMED INSURED: 3300 PARK AVENUE CONDO ASSOC
EFFECTIVE DATE: 110115

LOC. NO.	BLDG. NOG.	LOCATION OF PROPERTY	DESCRIPTION OF PROPERTY	COVERAGE (1)	VALUES (2)
-------------	---------------	----------------------	----------------------------	-----------------	---------------

(1) B=Building S=Stock BPP=Business Personal Property PPO=Personal Property of Others Other=Specify Above
BINC=Business Income EEXP=Extra Expense TUIT=Tuition and Fees
(2) ACV=Actual Cash Value RC=Replacement Cost FRC=Functional Replacement Cost MV=Market Value NA=Not Applicable

1. THE VALUES MUST BE ACTUAL CASH VALUES(100%), REPLACEMENT COST VALUES(100%), OR FUNCTIONAL REPLACEMENT COST VALUES AND SHOULD REFLECT THE BASIS OF COVERAGE FOR EACH ITEM fAs EITHER BUILDINGS, STOCKS, BUSINESS PERSONAL PROPERTY, PERSONAL PROPERTY OF OTHERS OR OTHER.
2. THE VALUES SHALL BE SUBMITTED TO THE INSURANCE COMPANY AND SUBJECT TO ITS ACCEPTANCE.
3. NOTHING CONTAINED IN THESE INSTRUCTIONS SHALL BE CONSTRUED AS CHANGING IN ANY MANNER THE CONDITIONS OF THE POLICY.
4. THE COMPANY MAY REQUIRE THIS STATEMENT OF VALUES TO BE SIGNED BY THE INSURED, OR IN THE CASE OF FIRMS, BY A PARTNER OR AN OFFICER.

TO WHOM IT MAY CONCERN:
VALUES FOR THIS STATEMENT OF VALUES WERE PREPARED FOR 3300 PARK AVENUE CONDO ASSOC

BY: _____
NAME OF PERSON(WITH TITLE) OR CORPORATION PREPARING VALUES

STREET ADDRESS CITY STATE ZIP CODE
AND ARE HEREBY FILED WITH STRATHMORE INSURANCE COMPANY
STATEMENT OF VALUES FORM.

ALL VALUES SUBMITTED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNED _____
TITLE _____
DATE _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GREATER NEW YORK INSURANCE COMPANIES

AMENDMENT OF LIMITS AND DEDUCTIBLES

ENHANCED PROPERTY COVERAGE PROGRAM

This endorsement modifies insurance provided under the following:

- ENHANCED PROPERTY COVERAGE ENDORSEMENT**
- ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES**
- ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR RESTAURANTS**
- PROTECTO-GUARD PROPERTY ENHANCED COVERAGE ENDORSEMENT FOR HABITATIONAL PROPERTIES**
- PROTECTO-GUARD PROPERTY ENHANCED COVERAGE ENDORSEMENT FOR RESTAURANTS**
- ACTUAL LOSS SUSTAINED ENDORSEMENT**
- ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT**
- ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES**
- ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT FOR RESTAURANTS**
- BUILDING AND PERSONAL PROPERTY COVERAGE FORM**
- CONDOMINIUM ASSOCIATION COVERAGE FORM**
- BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM**
- BUSINESS INCOME WITHOUT EXTRA EXPENSE COVERAGE FORM**
- CAUSES OF LOSS – SPECIAL FORM**
- ENHANCED PROPERTY COVERAGE ENDORSEMENT HOSPITALITY PROGRAM**
- CRIME COVERAGE ENDORSEMENT HOSPITALITY PROGRAM**
- ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR OFFICE BUILDINGS – LESSORS RISK**

Changes are applicable only if the appropriate section is completed by indicating the Additional and Total Limit in one (or more) of the Schedules which follow or if a box indicates a selection has been made by a box below is marked: .

INCREASE(S) IN LIMITS

1. In addition to the Limits provided by the Enhanced Property Coverage Endorsement attached to your policy for the specific coverage listed below, we will pay the Additional Limits shown in the Schedule below:

INCREASE IN LIMITS SCHEDULE		
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT
Access to Premises		
Accounts Receivable		
Alternative Key Systems		
Arson, Theft and Vandalism Rewards		
Back-up of Sewers, Etc.	40,000	140,000
B.I. Reservation Systems		
Business Income - Dependent Properties		
Claim Expenses		
Computer Fraud Coverage		
Customer Reimbursement		
Debris Removal		
Electronic Data:		

INCREASE IN LIMITS SCHEDULE		
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT
Elevator Collision for Personal Property of Others		
Evacuation Expense		
Fine Arts		
Fire Department Service Charges		
Fire Protection Equipment Recharge		
Forgery or Alteration		
Hotel Key Card		
Guest's Property - Inside the Premises		
Guest's Property – In Safe Deposit Boxes		
Lost Lease		
Money and Securities	Inside	
	Outside	
Money Orders & Counterfeit Paper Currency		
Newly Acquired or Constructed Property - Building		
Newly Acquired or Constructed Property – Your Business Personal Property		
Off Premises Services		
Ordinance or Law	Demolition	
	Increased Cost of Construction	
Outdoor Antennas & Satellites		
Outdoor Signs/Signs		
Outdoor Trees, Shrubs and Plants		
Personal Effects and Property of Others		
Pollutant Cleanup		
Property In Transit		
Property Off Premises		
Realty Tax – Increased Assessment		
Sewer Back-up Limited Additional Coverage		
Supplemental Refrigerated Food Coverage		
Tenant Move Back Expense		
Valuable Papers and Records - Cost of Research		
Water		

EMPLOYEE DISHONESTY INCREASED LIMIT

2. In addition to the Limits provided by the Enhanced Property Coverage Endorsement attached to your policy, we will pay the Additional Limits shown in the Schedule below for Employee Dishonesty:

EMPLOYEE DISHONESTY SCHEDULE		
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT
Employee Dishonesty - Employee's 1-5	25,000	50,000
Employee Dishonesty – Each Additional Employee 6-50		
Each Additional Employee 51 or Over		

CHANGE IN NUMBER OF DAYS OR PROPERTY DISTANCE EXTENSION - ENHANCED PROPERTY COVERAGE ENDORSEMENT

3. If an entry is made in the Additional Number column in the Schedule below, that number of days or that property distance is added to the number of days or property distances shown for that item in the Enhanced Property Coverage Endorsement.

The most we will pay for any one occurrence is the actual loss of Business Income and/or Extra Expense that you sustain during the "period of restoration" that occurs within **24** consecutive months after the date of direct physical loss or damage.

2. **OPTIONAL PERIOD OF COVERAGE – ACTUAL LOSS SUSTAINED – 36 Months:**

If an Optional **36** month Period of Coverage is indicated (by a in the appropriate box) in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces the 12-month provision stated above, but only to the extent that coverage is provided by this Actual Loss Sustained Coverage Extension:

The most we will pay for any one occurrence is the actual loss of Business Income and/or Extra Expense that you sustain during the "period of restoration" that occurs within **36** consecutive months after the date of direct physical loss or damage.

- D. Only as respects the coverage provided by the Actual Loss Sustained Endorsement and modified by the Optional Period(s) of Coverage provision of this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT, the following are deleted from **A.6.:**

DELETIONS FROM COVERAGE EXTENSION:

The following wording is deleted from section **A.6. Coverage Extension** of the Business Income (And Extra Expense) Coverage Form and **A.5. Coverage Extension** of the Business Income (without Extra Expense) Coverage Form:

*"If a Coinsurance percentage of **50%** or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:"*

NEWLY ACQUIRED LOCATIONS

The following wording is deleted from section **A.6. Coverage Extension** of the Business Income (and Extra Expense) Coverage Form and **A.5. Coverage Extension** of the Business Income (without Extra Expense) Coverage Form:

"The Additional Condition, Coinsurance, does not apply to this Extension."

ADDITIONAL CONDITION AND OPTIONAL COVERAGES

D. Additional Condition and **E.** Optional Coverages of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form are deleted in their entirety.

- E. Only as respects the Actual Loss Sustained Endorsement, the following is added:

DEFINITION

"**Period of Restoration**" means the period of time that:

1. Begins
 - (a) 72 hours after the **time** of direct physical loss or damage for Business Income coverage; or
 - (b) Immediately after the **time** of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
2. Ends on the earlier of:
 - (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (b) The date when business is resumed at a new permanent location, or
 - (c) **12 months** after the date of direct physical loss or damage, unless this time period is modified by an AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT attached to your policy which provides a different period of coverage. If an AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT is attached to your policy, then the reference to **12** months is modified to the option (either **24** or **36** months option) indicated in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (i) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (ii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants,” or
- (iii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “fungus,” wet or dry rot, or bacteria. This exclusion of “fungus,” wet or dry rot, or bacteria does not apply when “fungus”, wet rot, dry rot or bacteria results from a Covered Cause of Loss. Exclusion **B.2.d.(2)** of the Causes of Loss Special Form continues to apply.

The additional limits provided by this endorsement are subject to all the applicable provisions of the Enhanced Property Coverage Endorsement.

OPTIONAL DEDUCTIBLES - ENHANCED PROPERTY COVERAGE ENDORSEMENT(S)

1. INTERIOR WATER DAMAGE AND/OR SEWER BACK-UP OPTIONAL DEDUCTIBLES

The Deductible(s) applicable to Interior Water Damage and/or Sewer Back-up in the Enhanced Property Coverage Endorsement attached to your policy is/are changed to the deductible(s) shown in the table below if the Box in the chart below is indicated with an

COVERAGE IS PROVIDED ONLY IF BOX BELOW IS MARKED WITH <input checked="" type="checkbox"/>	COVERAGE	DEDUCTIBLE OPTION
<input type="checkbox"/>	Sewer Back-Up and Underground Water	\$2,500
<input type="checkbox"/>	Sewer Back-up	\$10,000
<input type="checkbox"/>	Interior Water Damage	\$10,000

If no entry appears in the table for a specific coverage, then the deductible in Enhanced Property Coverage Endorsement attached to your policy continues to apply to that coverage.

2. PERCENTAGE DEDUCTIBLE OPTIONS APPLICABLE TO SPECIFIC COVERAGES

If a percentage is indicated in the table below, the indicated percentage Deductible applies against any amount we pay for loss for any single occurrence payable under the applicable Coverage Extension. Then we will pay in excess of this deductible up to the Limit of Insurance provided by the applicable Coverage Extension.

Options are available for each whole percentage, up to **10%**.

The percentage deductible is a deductible that is determined by multiplying the percentage indicated in the table below against the Limit of Insurance for the property type insured under the Coverage Extension. (For example, the Limit of Insurance provided for Employee Dishonesty is **\$50,000** (but this Limit can be increased on request). If the percentage indicated in the table below is **1%**, then the percentage deductible is calculated as follows: .01 X \$50,000 = \$500. The Deductible applied against any loss will be **\$500**.)

COVERAGE	PERCENTAGE DEDUCTIBLE OPTION
ACCOUNTS RECEIVABLE	Not available. Follows Property Deductible.
COMPUTER COVERAGE	
FINE ARTS	
VALUABLE PAPERS	Not available. Follows Property Deductible.
“COMPUTER FRAUD”	
FORGERY AND ALTERATION	
MONEY AND SECURITIES	

3. FIXED DOLLAR DEDUCTIBLE OPTIONS AVAILABLE

If a dollar amount is indicated in the table below, the indicated flat Deductible amount applies against any amount we pay for loss for any single occurrence payable under the applicable Coverage Extension. Then we will pay in excess of this deductible up to the Limit of Insurance provided by the applicable Coverage Extension.

Fixed Dollar Deductible Options are available in set increments from **\$250 to \$5,000**.

COVERAGE	FIXED DOLLAR DEDUCTIBLE OPTION
ACCOUNTS RECEIVABLE	
COMPUTER COVERAGE	
FINE ARTS	
VALUABLE PAPERS	
“COMPUTER FRAUD”	
FORGERY AND ALTERATION	
MONEY AND SECURITIES	

4. EMPLOYEE DISHONESTY DEDUCTIBLE OPTIONS AVAILABLE

If a dollar amount is indicated in one of the check boxes below, that Deductible amount applies against any amount we pay for loss for any single occurrence payable under the Employee Dishonesty Coverage. Then we will pay in excess of this deductible up to the Limit of Insurance provided by The Employee Dishonesty Coverage.

\$500	\$1000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$100,000
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. GUESTS PROPERTY DEDUCTIBLE OPTIONS AVAILABLE

If a dollar amount is indicated in one of the check boxes below, that Deductible amount applies against any amount we pay for loss for any single occurrence payable under the Guests Property Coverage. Then we will pay in excess of this deductible up to the Limit of Insurance provided by The Guests Property Coverage.

Inside the Premises (Including Robbery of a Custodian)

\$0	\$250	\$500	\$1,000	\$2,000	\$5,000	\$10,000
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Inside Safe Deposit Boxes

\$0	\$250	\$500	\$1,000	\$2,000	\$5,000	\$10,000
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INCREASE IN LIMITS – ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT

In addition to the Limits provided by the ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT, we will pay the Additional Limit as shown in the Table below, up to the Total Limit of Insurance:

GENERAL LIABILITY COVERAGES		
COVERAGE	ADDITIONAL LIMIT	TOTAL LIMIT
Damage To Premises Rented To You		

The limits provided by this endorsement are subject to all the applicable provisions of the Enhanced Property Coverage Endorsement attached to your policy.

All other terms and conditions remain unchanged.

**GENERAL LIABILITY DECLARATIONS
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

THIS POLICY IS ISSUED BY THE
STRATHMORE INSURANCE COMPANY

NAMED INSURED 3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.	EFFECTIVE DATE 11-01-15	POLICY NUMBER 8106D31907 ENDORSEMENT NUMBER
FORM OF BUSINESS: CORPORATION		
TYPE OF POLICY OCCURRENCE		
LOCATION OF ALL PREMISES YOU OWN/RENT/OCCUPY THAT WE INSURE UNDER THIS POLICY SEE DESIGNATION OF PREMISES SCHEDULE		
THESE DECLARATIONS ARE COMPLETED ON THE ATTACHED COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE(S).		
LIMITS OF INSURANCE		
COVERAGE	LIMIT OF LIABILITY	
AGGREGATE LIMITS OF LIABILITY	Products/Completed Operations are subject to the General Aggregate Limit. \$ 2,000,000	Products/Completed Operations Aggregate General Aggregate
COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY DAMAGE TO PREMISES RENTED TO YOU	\$ 1,000,000 \$ 100,000	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY	\$ 1,000,000	any one person or organiza- tion subject to the General Aggregate Limits of Liability
COVERAGE C - MEDICAL PAYMENTS	\$ 5,000	any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability
ENDORSEMENTS ATTACHED TO THIS COVERAGE FORM: SEE SCHEDULE OF FORMS AND ENDORSEMENTS		
TAX OR SURCHARGE: \$		
TOTAL ANNUAL PREMIUM - THIS COVERAGE PART INCLUDING ANY LIQUOR LIABILITY AND OWNERS & CONTRACTORS:	PREMISES/OPER \$ 2,319	PROD/CP/OPER \$
THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III - LIMITS OF INSURANCE FOR DETAILS.		

GNY 020 (11/04)

**COMMERCIAL GENERAL LIABILITY
COMMERCIAL GENERAL COVERAGE PART SCHEDULE**

THIS POLICY IS ISSUED BY THE
STRATHMORE INSURANCE COMPANY

NAMED INSURED 3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.		EFFECTIVE DATE 11-01-15	POLICY NUMBER 8106D31907 ENDORSEMENT NUMBER	
CLASS CODE 48925		PREMIUM BASIS SWIMMING POOL/EACH		PREMISES/OPERATIONS
LOCATION 001/001	EXPOSURE 1	RATE	PREMIUM	
CLASS DESCRIPTION SWIMMING POOLS (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		310.698	311.00	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			INCL	
CLASS CODE 62003		PREMIUM BASIS UNITS/EACH		PREMISES/OPERATIONS
LOCATION 001/001	EXPOSURE 26	RATE	PREMIUM	
CLASS DESCRIPTION CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)		47.884	1,245.00	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			INCL	
CLASS CODE 73144		PREMIUM BASIS		PREMISES/OPERATIONS
LOCATION	EXPOSURE	RATE	PREMIUM	
CLASS DESCRIPTION DIRECTORS & OFFICERS			608.00	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	

**COMMERCIAL GENERAL LIABILITY
COMMERCIAL GENERAL COVERAGE PART SCHEDULE**

THIS POLICY IS ISSUED BY THE
STRATHMORE INSURANCE COMPANY

NAMED INSURED 3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.		EFFECTIVE DATE 11-01-15	POLICY NUMBER 8106D31907 ENDORSEMENT NUMBER	
CLASS CODE 69999	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION	EXPOSURE 5	RATE	PREMIUM	
CLASS DESCRIPTION EMPLOYERS PRACTICES LIABILITY			50.00	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
CLASS CODE 44444	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION	EXPOSURE 5	RATE	PREMIUM	
CLASS DESCRIPTION IDENTITY RECOVERY			25.00	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
CLASS CODE	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION	EXPOSURE	RATE	PREMIUM	
CLASS DESCRIPTION				
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

Any "loss" arising, directly or indirectly, out of "a certified act of terrorism".

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and

- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

- 1. **Bankruptcy**
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
- 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, re-conditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

- B.** The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONDOMINIUM UNIT OWNERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured each individual unit owner of the insured condominium, but only with respect to liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for that unit owner's exclusive use or occupancy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Professional Services:

ALL PROFESSIONAL LIABILITY SERVICES

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO DESIGNATED
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:

AS SHOWN ON THE DESIGNATION OF PREMISES SCHEDULE GNY 002

Project:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

GNY INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BASIC CONSTRUCTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" arising out of construction or demolition operations which are performed by or on behalf of the Named Insured in the course of any job which involves the new construction or demolition of any load bearing wall, floor, ceiling or roof of a building or structure, provided, however, that nothing herein limits, prohibits or restricts insurance coverage for the repair, alteration, maintenance or refurbishing of a load bearing wall, floor, ceiling or roof.

GREATER NEW YORK INSURANCE GROUP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION (OCCURRENCE VERSION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

Paragraph 4.b. of the Other Insurance Condition - (Section IV - Commercial General Liability Conditions) is replaced by the following:

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of COVERAGE A (SECTION I).
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or products or completed operations, for which you have been added as an additional insured by attachment of an endorsement.
- (3) Any other primary insurance available to you that covers liability for damages arising out of the premises or operations, or products or completed operations, for which another party has agreed under contract to indemnify you or hold you harmless.

When this insurance is excess, we will have no duty under COVERAGES A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Policy # 8106D31907
Policy Period: 11-01-2015 to 11-01-2016

GNV INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Coverage	Additional Premium
"Hired Auto" Liability	\$ 40
"Non-Owned Auto" Liability	\$ 40

"Hired Auto" and "Non-Owned Auto" Liability

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. "Hired Auto" Liability

The insurance provided under Coverage A of the Commercial General Liability Coverage Form, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. "Non-Owned Auto" Liability

The insurance provided under Coverage A of the Commercial General Liability Coverage Form applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person other than you.

B. The following applies only to insurance provided by Paragraph A. of this endorsement:

1. The exclusions under the Commercial General Liability Coverage Form, other than Exclusions a., b., d., f. and i. are deleted and replaced by the following:

a. "Bodily injury" to an "employee" of the insured arising out of and in the course of:

- (1) Employment by the insured; or
- (2) Performing duties related to the conduct of the insured's business.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

- b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

2. **SECTION II - WHO IS AN INSURED** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment;
- b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. The following additional definitions apply:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired-Auto" means any "auto" you lease, hire or borrow. "Hired Auto" does not include any "auto" you lease, hire or borrow:
 - a. From any of your "employees" or members of their households, or from any partner "executive officer" of yours, or
 - b. For a period of six months or more.
3. "Non-Owned Auto" means any "auto" you do not own, lease, hire or borrow that is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

D. The coverage provided by this endorsement does not apply to:

Any obligation or liability for any injury, loss, cost, damage or expense:

- a. Under Section C., Medical Payments;
- b. Imposed by No-fault law;
- c. For personal injury protection coverage;
- d. For underinsured or uninsured motorists coverage;
- e. Imposed by any financial responsibility law; or
- f. Imposed by Laws or Coverages related to first-party coverage; or
- g. Similar coverage or law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the:
DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART

- I.** Paragraph D. of **SECTION II – DEFINITIONS** is deleted in its entirety and replaced by the following:

"Civil Claim" means written notice of any act or omission of a "Director" or "Officer", or of any incident, alleged to have caused injury or damage that you are legally obligated to pay, whether or not constituting a legal complaint.

- II.** Paragraph B. **EXTENDED REPORTING PERIODS** of **SECTION III – COVERAGE PERIOD** is deleted in its entirety and replaced by the following:

B. EXTENDED REPORTING PERIODS

Upon "Termination of Coverage", the coverage under this Coverage Part shall be extended automatically for 60 days from the date of termination. Additional extended reporting period coverage may be purchased at your option, upon payment of an additional premium of 25% of the annual premium shown on the Coverage Part Declarations, for an additional period of twelve calendar months (which shall include the said 60 days) after the date of "Termination of Coverage". It may also be purchased at the option of any Insured under this Coverage Part, upon payment of an additional premium which shall be such proportion of 25% of the annual premium shown on the Coverage Part Declarations as shall be commensurate with the coverage provided, for an additional period of twelve calendar months (which shall include the said 60 days) after the date of "Termination of Coverage", if you have been placed in liquidation or bankruptcy or permanently cease operations and neither you nor your legal representative purchases additional extended reporting period coverage.

Within 15 days after "Terminations of Coverage" we will advise you in writing of the availability of, the premium for, and the importance of purchasing additional extended reporting period coverage. You shall have the greater of 60 days from "Termination of Coverage", or 30 days from the date of mailing or delivery of our advice, to submit written acceptance of the additional extended reporting period coverage. If an Insured other than you shall have the right to purchase additional extended reporting period coverage under the conditions set forth above, such right must be exercised by request made within 120 days after the "Termination of Coverage". We will have no obligation to provide an Insured other than you with notice of such right. For an additional premium you have the option of purchasing an aggregate limit of liability for this additional extended reporting period which will be equal to the aggregate limit of liability shown in the policy Declarations

Any extension of coverage provided for above shall apply only with respect to a "Civil Claim" first made or "Suit" brought during the period of extension, for a covered "Wrongful

Act" of a "Director" or "Officer" prior to the "Termination of Coverage" and, if this Coverage Part is endorsed to provide for a Retroactive Date, on or after the Retroactive Date.

III. Paragraph D. of **SECTION IV – LIMITS OF LIABILITY** is deleted in its entirety and replaced by the following:

D. The Coverage Part Aggregate applicable to any extended reporting period shall be equal to the amount of coverage remaining at the time of the "Termination of Coverage" in the Coverage Part Aggregate shown on the Coverage Part Declarations, unless the aggregate limit for the additional extended reporting period equal to that of the policy aggregate limit is purchased.

IV. CANCELLATION AND NONRENEWAL CONDITION

Endorsement IL 02 60 – Connecticut Changes – Cancellation and Nonrenewal applies to your Directors' and Officers' Liability Coverage Part.

GNY INSURANCE COMPANIES

DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART (REAL ESTATE COOPERATIVES AND CONDOMINIUMS) THIS IS A CLAIMS-MADE COVERAGE:

Read it carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Coverage Part Declarations. The Words "we", "us" and "our" refer to the Company providing this insurance. The word "Insured" means the Named Insured and any "Director" or "Officer" of the Named Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION II - DEFINITIONS.

NOTE: THE LIMIT OF LIABILITY AND COVERAGE PART AGGREGATE FOR THIS COVERAGE PART ARE SEPARATE FROM ANY OTHER LIMITS OR AGGREGATES IN THIS POLICY AND WILL BE IMPAIRED ONLY BY PAYMENT MADE UNDER THIS COVERAGE PART.

THE DIRECTORS' AND OFFICERS' LIABILITY COVERAGE AFFORDED BY THIS COVERAGE PART IS ON A "CLAIMS-MADE" BASIS. IT APPLIES ONLY TO CLAIMS MADE OR SUITS BROUGHT DURING THE COVERAGE PERIOD, EXCEPT FOR AN AUTOMATIC 60 DAY EXTENDED REPORTING PERIOD, UNLESS UPON TERMINATION OF THE ENDORSEMENT ADDITIONAL EXTENDED REPORTING PERIOD COVERAGE IS PURCHASED. THIS COVERAGE PART PROVIDES NO COVERAGE FOR CLAIMS ARISING OUT OF INCIDENTS, OCCURRENCES OR ALLEGED WRONGFUL ACTS WHICH TOOK PLACE PRIOR TO THE RETROACTIVE DATE, IF ANY, PROVIDED IN AN ENDORSEMENT TO THIS COVERAGE PART.

DECLARATIONS

1. Named Insured: 3300 PARK AVENUE CONDOMINIUM
2. Mailing Address of Named Insured: C/O CMG
ORANGE CT 06477-3520
Address of Named Insured's Premises: SEE SCHEDULE
3. Limit of Liability: \$ 1,000,000 each "loss", subject to Coverage Part Aggregate.
4. Coverage Part Aggregate: \$ 1,000,000 provided that the Coverage Part Aggregate shall be separate from any other aggregate in this Policy and shall be impaired only by payment made under this Coverage Part.
5. Insured's Retention Per "Loss": \$ 500 per individual; \$ 1,000 aggregate.
6. Insureds' Participation: 5%
7. Annual Premium: INCL.
8. Coverage Period: 12:01 A.M. 11-01-2015
to 12:01 A.M. 11-01-2016
(hours at mailing address of the Named Insured; see 2 above)
9. Endorsements at inception:

SECTION 1 - COVERAGES

A. INSURING AGREEMENT

1. We will pay a "Loss" to which this insurance applies and which an Insured shall become legally obligated to pay on account of any "Civil Claim" asserted for a "Wrongful Act" of your "Director" or "Officer". We will have the sole right and duty to defend a "Suit" seeking damages on account of such "Loss", even if any of the allegations of the "Suit" are groundless, false or fraudulent, and we may make such investigation and settlement of any "Civil Claim" or "Suit" as we deem expedient, but we will not be obligated to pay any "Civil Claim" or judgment or to defend any "Suit" after the applicable limit of our liability has been exhausted by payment of judgments or settlements.
2. We will pay, in addition to the applicable limit of liability:
 - (a) all expenses incurred by us, all costs taxed in any "Suit" defended by us, and all interest on the entire amount of any judgment which accrues after entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the limit of our liability thereon; and,
 - (b) premiums on appeal bonds or bonds to release attachments required in any such "Suit", but only on bond amounts within the applicable limit of our liability under this Coverage Part.

B. EXCLUSIONS

This insurance does not apply to "Civil Claims" or "Suits":

1. For "Bodily Injury", "Property Damage", "Personal Injury" or "Advertising Injury".
2. For salary, compensation or bonuses of employees, "Officers" or "Directors".
3. For anything other than money damages.
4. Based upon or attributable to any act, error, omission or breach of duty in procuring, effecting or maintaining insurance, or with respect to the amount, form, conditions or provisions of insurance.
5. For damages payable in connection with any transactions of an "Insured" out of which a "Director" or "Officer" shall have gained any personal profit or advantage to which the "Director" or "Officer" was not legally entitled.
6. Arising out of nuclear reaction, nuclear radiation, or radioactive contamination, or any act or condition incidental to any of the foregoing.
7. Arising out of (a) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants", (b) any governmental direction or request to monitor, clean up, remove, contain, treat, detoxify or neutralize "Pollutants", or (c) the installation, presence or removal of, or actual or threatened exposure to, "Asbestos" or any product containing "Asbestos."
8. If judgment adverse to a "Director" or "Officer" in a "Suit" brought against such "Director" or "Officer", shall establish that acts of active and deliberate dishonesty or actual intent to deceive or defraud, or willful violation of a statute, ordinance, rule or regulation on the part of such "Director" or "Officer" were material to the cause of action so adjudicated.
9. Arising out of (a) discrimination on account of race, color, religion or national origin; or (b) violation of any federal, state or local civil rights, human rights, or anti-discrimination law, ordinance or statute.
10. Asserted by you or at your behest against any other Insured.
11. Arising out of an Insured's activities as respects an employee benefit plan, including but not limited to welfare, insurance, self-insurance and retirement plans.
12. For "Loss", injury or damages caused intentionally by or at the direction of any Insured.
13. On account of a default by or on behalf of the Insured in the performance of a contract or agreement.

No act, error, omission, or breach of duty on the part of a "Director" or "Officer" will be imputed to another "Director" or "Officer" for the purpose of applying an exclusion.

SECTION II - DEFINITIONS

- A. "Advertising Injury" means injury arising out of one or more of the following offenses:
1. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 2. oral or written publication of material that violates a person's right of privacy;
 3. misappropriation of advertising ideas or style of doing business; or
 4. infringement of copyright, title or slogan.
- B. "Asbestos" means the mineral in any form, including but not limited to fibers or dust.
- C. "Bodily Injury" means bodily injury, sickness or disease, sustained by a person, including death resulting from any of these at any time.
- D. "Civil Claim" is a demand or "Suit" for damages because of the "Wrongful Act" of a "Director" and "Officer".
- E. "Director" means a person who is or was at the time of the "Wrongful Act" a member of your Board of Directors, Board of Managers or other governing body, or a committee appointed by your "Officer" or governing body. The legal representative of a person who was such a member at the time of a "Wrongful Act" but who has died or become legally incompetent or bankrupt, and a person who is no longer such a member but was such a member at the time of a "Wrongful Act", is deemed a "Director" for the purpose of this Coverage Part.
- F. "Loss" means: (a) as to you, (i) any amount which you are obligated by law, or by your charter or by-laws, to pay to a "Director" or "Officer" as indemnity because of a "Civil Claim" made against the "Director" or "Officer" or (ii) the settlements and judgments as a result of a "Civil Claim" made against you because of the "Wrongful Act" of a "Director" or "Officer", whether or not such "Civil Claim" is also asserted directly against the "Director" or "Officer"; and (b) as to a "Director" or "Officer", the settlements and judgments resulting from a "Civil Claim" against a "Director" or "Officer", except to the extent the "Director" or "Officer" is indemnified by you or by us on your behalf.
- G. "Officer" means a person who is or was at the time of the "Wrongful Act" elected or appointed to an executive or administrative position authorized by your charter or by-laws or a resolution of your governing body. The legal representative of a person who was your "Officer" at the time of a "Wrongful Act" but who has died or become legally incompetent or bankrupt, and a person who is no longer your "Officer" but was an "Officer" at the time of a "Wrongful Act", is deemed an "Officer" for the purpose of this Coverage Part.
- H. "Personal Injury" means injury, other than "Bodily Injury", arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 5. Oral or written publication of material that violates a person's right of privacy.
- I. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- J. "Property Damage" means:
1. Physical injury to tangible property, including all resulting loss of use of that property; or
 2. Loss of use of tangible property that is not physically injured.

- K. "Suit" means a civil proceeding in which damages are alleged because of a "Wrongful Act" by your "Director" or "Officer". "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent. "Suit" does not include any proceeding outside the United States of America (including its territories and possessions), Puerto Rico, or Canada.
- L. "Termination of Coverage" means any of the following, whether effected by you or us at any time: cancellation or non-renewal of this Coverage Part, or decrease in limits, reduction of coverage, increased deductible or self-insured retention, new exclusion or any other change in coverage less favorable to the Insured.
- M. "Wrongful Act" means an act, error, omission, misstatement, misleading statement, or breach of duty, wrongfully done or attempted or alleged to have been wrongfully done or attempted, by your "Director" or "Officer" while acting solely in such capacity, or any matter asserted against a "Director" or "Officer" solely by reason of his or her having served in such capacity. All such causally connected acts, errors, omissions, misstatements, misleading statements, or breaches of duty, wrongfully done or attempted or alleged to have been wrongfully done or attempted, by one or more "Directors" or "Officers" shall be deemed interrelated "Wrongful Acts".

SECTION III - COVERAGE PERIOD

A. CLAIMS - MADE COVERAGE GENERALLY

This insurance applies only to a "Civil Claim" first made against the Insured during the Coverage Period shown in the Declarations and arising from a "Wrongful Act" committed:

1. during the Coverage Period shown in the Coverage Part Declarations; or,
2. prior to the Coverage Period shown in the Coverage Part Declarations, but then only if the Insured, at the beginning of the Coverage Period, did not know or foresee and could not have reasonably known or foreseen that such "Wrongful Act" would result in a "Civil Claim".

A "Civil Claim" shall be considered as being first made at the earlier of following times:

1. when a "Civil Claim" is first made against the Insured, or
2. when the Insured first gives us written notice of specific circumstances involving a particular "Wrongful Act" which may result in a "Civil Claim". The Insured shall promptly report any such circumstances to us as required by Condition B of Section V of this Coverage Part.

B. EXTENDED REPORTING PERIODS

Upon "Termination of Coverage", the coverage under this Coverage Part shall be extended automatically for 60 days from the date of termination. Additional extended reporting period coverage may be purchased at your option, upon payment of an additional premium of 25% of the annual premium shown on the Coverage Part Declarations, for an additional period of twelve calendar months (which shall include the said 60 days) after the date of "Termination of Coverage". It may also be purchased at the option of any Insured under this Coverage Part, upon payment of an additional premium which shall be such proportion of 25% of the annual premium shown on the Coverage Part Declarations as shall be commensurate with the coverage provided, for an additional period of twelve calendar months (which shall include the said 60 days) after the date of "Termination of Coverage", if you have been placed in liquidation or bankruptcy or permanently cease operations and neither you nor your legal representative purchases additional extended reporting period coverage.

Within 30 days after "Terminations of Coverage" we will advise you in writing of the availability of, the premium for, and the importance of purchasing additional extended reporting period coverage. You shall have the greater of 60 days from "Termination of Coverage", or 30 days from the date of mailing or delivery of our advice, to submit written acceptance of the additional extended reporting period coverage. If an Insured other than you shall have the right to purchase additional extended reporting period coverage under the conditions set forth above, such right must be exercised by request made within 120 days after the "Termination of Coverage". We will have no obligation to provide an Insured other than you with notice of such right.

Any extension of coverage provided for above shall apply only with respect to a "Civil Claim" first made or "Suit" brought during the period of extension, for a covered "Wrongful Act" of a "Director" or "Officer" prior to the "Termination of Coverage" and, if this Coverage Part is endorsed to provide for a Retroactive Date, on or after the Retroactive Date.

SECTION IV - LIMITS OF LIABILITY

- A. The Limit of Liability stated in paragraph 3 of the Coverage Part Declarations is the limit of our liability for each "Loss" resulting from one or more "Wrongful Acts" of a "Director" or "Officer" or of more than one "Director" or "Officer". All "Loss" arising out of all interrelated "Wrongful Acts" of one or more "Directors" or "Officers" shall be deemed one "Loss", and such "Loss" shall be deemed to have originated in the Coverage Period in which the "Wrongful Act" is first reported to us. The total limit of our liability to pay any and all "Losses" hereunder shall not exceed, with respect to any one Coverage Period, the amount set forth as the Coverage Part Aggregate in the Coverage Part Declarations.
- B. Our liability hereunder shall apply only to that part of each "Loss" which is in excess of the Insured's individual retention per "Loss" as shown in the Coverage Part Declarations, and that retained amount shall be borne by the Insured at the Insured's own risk, and not insured hereunder. If the total of the Insured's individual retentions exceeds the aggregate shown in Section 5 of the Declarations, the individual retention applicable to each Insured shall be the aggregate divided by the number of Insureds involved, but in no event less than 75% of the individual retention shown in Section 5 of the Declarations.
- C. We shall be liable to pay 95% of each "Loss" hereunder; the remaining 5% of each "Loss" shall be the responsibility of the Insureds at the Insureds' own risk, and not insured hereunder.
- D. The Coverage Part Aggregate applicable to any extended reporting period shall be equal to the amount of coverage remaining at the time of the "Termination of Coverage" in the Coverage Part Aggregate shown on the Coverage Part Declarations.
- E. If we conclude that based on "Wrongful Acts", "Civil Claims", or "Suits" which have been reported to us and to which this insurance may apply, the Limit of Liability or the Coverage Part Aggregate is likely to be used up in the payment of judgments or settlements, we will notify you, in writing, to that effect.
- F. When a limit of insurance described in paragraph E. above has actually been used up in the payment of judgments or settlements:
1. We will notify you, in writing, as soon as practicable, that:
 - (a) Such a limit has actually been used up; and
 - (b) Our duty to defend "Suits" seeking damages subject to that limit has also ended.
 2. We will initiate, and cooperate in, the transfer of control, to any appropriate Insured, of all claims and "Suits" seeking damages which are subject to the limit and which are reported to us before the limit is used up. That Insured must cooperate in the transfer of control of said claims and "Suits". We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "Suits" until such transfer is completed, provided the appropriate Insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "Suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "Suit" is reported to us after that limit of insurance has been used up.
 3. You and any other Insured involved in a "Suit" seeking damages subject to that limit, must arrange for the defense of such "Suit" within such time period as agreed to between the appropriate Insured and us. Absent any such agreement, arrangements for the defense of such "Suit" must be made as soon as practicable.

- G. You will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph F.2. above.

Your duty to reimburse us will begin on:

1. The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph E. above; or
2. The date on which we sent notice in accordance with paragraph F.1. above, if we did not send notice in accordance with paragraph E. above.

- H. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of paragraph E. or F. above.

SECTION V - CONDITIONS

A. BANKRUPTCY

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

B. INSURED'S DUTIES IN THE EVENT OF 'WRONGFUL ACT', 'CIVIL CLAIM' OR 'SUIT'

1. In the event of a "Wrongful Act", recognized by the Insured to be such, or a "Civil Claim" or "Suit" which may involve the coverage of this Coverage Part, written notice containing reasonably obtainable information with respect to such "Wrongful Act", "Civil Claim", or "Suit" shall be given by or for the Insured to us or our authorized agent as soon as reasonably possible.
2. If "Civil Claim" is made or "Suit" is brought against the Insured, the Insured shall immediately forward to us or our authorized agent every demand, notice, summons or other process received by him or his representative for handling and processing, exclusively by us.
3. Notice given by or on behalf of the Insured or written notice by or on behalf of the claimant, to any licensed agent of ours in this state, with particulars sufficient to identify the Insured, shall be deemed notice to us.
4. Failure to give any notice required to be given by the policy within the time prescribed therein shall not invalidate any claim made by the Insured or by any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.
5. The Insured shall cooperate with us, and upon our request, assist in making settlements, in the conduct of "Suits" and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of an event with respect to which insurance is afforded under this Coverage Part; and the Insured shall attend hearings and trials and assist in securing and giving of evidence and obtaining the attendance of witnesses. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense.

C. LEGAL ACTION AGAINST US

No person or organization has a right under this Coverage Part:

1. To join us as party or otherwise bring us into a "Suit" asking for damages from an Insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured obtained from a "Suit"; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of our liability under this Coverage Part.

D. REPRESENTATIONS

We have issued this policy in reliance upon the statements in the Coverage Part Declarations and in the written application for coverage. The written application will be deemed a separate application by each Insured, and no statement in the application or knowledge possessed by any Insured will be imputed to any other Insured for the purpose of determining coverage.

E. SEPARATION OF INSUREDS

Except with respect to the Limit of Liability and the Coverage Part Aggregate, and any rights or duties specifically assigned in this Coverage Part to you, this insurance applies separately to each Insured against whom "Civil Claim" is made or "Suit" is brought.

F. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured, once cognizant that a "Wrongful Act" may give rise to a "Civil Claim", must do nothing to impair them. At our request, the Insured will bring "Suit" or transfer those rights to us and help us enforce them.

G. EXTENSION OF NAMED INSURED

The Named Insured ("you") shall include not only the entity named in Item 1 of the Coverage Part Declarations, but any of its subsidiaries acquired or created after the inception of this Coverage Part, provided that (a) the Named Insured owns more than fifty percent of that subsidiary and (b) we are notified of the acquisition or creation, in writing, not more than thirty days after such acquisition or creation.

H. OTHER INSURANCE

This Coverage Part does not cover any "Loss" which is insured by any other policy affording valid and collectible insurance for such loss, except as over and above such other valid and collectible insurance. However, if the Insured has any other valid and collectible insurance with respect to a "Wrongful Act" which occurs prior to the Coverage Period of this Coverage Part, no coverage with respect to such "Wrongful Act" shall be afforded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION FOR PUNITIVE DAMAGES AND SIMILAR AWARDS AND PENALTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B– Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Punitive Damages and Similar Awards and Penalties

Any liability for fines, penalties, “punitive damages,” exemplary damages, treble, or multiple damages directly or vicariously assessed against the Insured.

- B.** The following definition is added to the **Definitions** Section:

“Punitive damages” means damages that may be imposed to punish a wrongdoer, to deter others from similar conduct, or both.

- C. Defense.** If a suit is brought against an Insured seeking compensatory damages covered by this policy, as well as sums excluded by this endorsement, we will defend the “suit.” However, we will have no obligation to pay for any interest under subparagraph 1. g. of the **SUPPLEMENTARY PAYMENTS** provision attributable to any sum excluded by this endorsement.

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COMMERCIAL EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART SUPPLEMENTAL DECLARATIONS

STRATHMORE INSURANCE COMPANY

Policy Number: 8106D31907
 Account Number: 06D3190715
 Named Insured: 3300 PARK AVENUE CONDOMINIUM

Agent #: 0010187

NOTICE

- EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS COVERAGE PART IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE EPL COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS COVERAGE PART RESTRICT COVERAGE. PLEASE READ THE ENTIRE COVERAGE PART CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.
- THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS COVERAGE PART SHALL BE REDUCED BY AMOUNTS INCURRED FOR LEGAL DEFENSE. AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

EPL Coverage Period:	From: 11-01-2015 To: 11-01-2016	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy
EPL Aggregate Limit of Liability:	\$ 100,000	Aggregate for all "loss" combined, including "defense costs".
EPL Deductible Amount:	\$ 10,000	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts".
EPL Original Inception Date:	11-01-2012	(Enter "original inception date".) If no date is shown, "we" will consider the "original inception date" to be the same as the beginning of this Coverage Part.

This insurance does not apply to "loss" arising out of a "wrongful employment act" that: (1) commences on or takes place prior to the "original inception date" shown here, or (2) arises out of incidents or circumstance of which "you" had knowledge prior to the "original inception date" shown.

EPL COVERAGE PREMIUM:	\$ 50
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THIS IS A CLAIMS-MADE AND REPORTED COVERAGE PART.
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EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART - CONNECTICUT

Throughout this Coverage Part (hereinafter referred to as "EPL Coverage Part"), the words "you" and "your" refer to the "named insured(s)" shown in the Declarations and any other person(s) or organization(s) qualifying as a "named insured" under this EPL Coverage Part. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION III. WHO IS AN INSURED.

Other words and phrases that appear in quotations have special meaning. Refer to SECTION VII. DEFINITIONS.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions, IL 00 17 are hereby incorporated herein and shall apply to coverage as is afforded by this EPL Coverage Part, unless specifically stated otherwise in an endorsement(s) attached hereto.

SECTION I. WHAT IS COVERED

A. Insuring Agreement

1. We shall pay those "losses" arising out of your "wrongful employment act" against your "employees", "recognized volunteers" and applicants for employment to which this insurance applies. The "wrongful employment act" must commence or take place after the "original inception date", but before the end of the "EPL coverage period". A "claim" or "suit" for a "wrongful employment act" must be first made against you during the "EPL coverage period" or any Extended Reporting Period (if applicable) and reported to us pursuant to the terms of this EPL Coverage Part.
2. A "claim" or "suit" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 - a. When written notice of such "claim" or "suit" is received and recorded by any insured or by us, whichever comes first; or
 - b. When we make any settlement in accordance with the terms of this EPL Coverage Part.

B. Defense

1. We have the right and duty to defend and appoint an attorney to defend any "claim" or "suit" brought against any insured for a "wrongful employment act" to which this insurance applies, even if the "claim" or "suit" is groundless or fraudulent.

2. We have the right to investigate and settle any "claim" or "suit" that we believe is proper. You shall be entitled to effectively associate in the defense of any "claim".
3. We shall pay all reasonable costs we ask the insured to incur while helping us investigate or defend a "claim" or "suit". We, however, will not pay more than \$100 per day for earnings lost by the insured because of time taken off from work.
4. We shall pay premiums for appeal bonds, or bonds to release property being used to secure a legal obligation, for a covered "suit". We shall only pay, however, for bonds valued up to our Aggregate EPL Limit of Liability. We shall have no obligation to appeal or to obtain these bonds.
5. Payments for "defense costs" are included within the Aggregate EPL Limit of Liability. They are not in addition to the Aggregate EPL Limit of Liability. Our duty to defend or to make payment of any "claim" or "suit" pursuant to paragraphs 1.-4. above, ends after the Aggregate EPL Limit of Liability has been exhausted by payment of "loss", including "defense costs".
6. We shall pay all interest on that amount of any judgment within the Aggregate EPL Limit of Liability:
 - a. which accrues after entry of judgment; and
 - b. before we pay, offer to pay, or deposit in court that part of the judgment within the Aggregate EPL Limit of Liability.

These interest payments are included within our Aggregate EPL Limit of Liability.

C. Transfer of Control

1. You may take over control of any outstanding "claim" or "suit" previously reported to us, but only if we, in our sole discretion, decide that you should, or if a court orders you to do so.
2. Notwithstanding subsection 1. of this paragraph C., in all events, if the Aggregate EPL Limit of Liability is exhausted, we will notify you of all outstanding "claims" or "suits" and you will take over control of the defense. We will help transfer control of the "claims" and "suits" to you.
3. We shall take whatever steps are necessary to continue the defense of any outstanding "claim" or "suit" and avoid a default judgment during the transfer of control to you. If we do so, we shall not waive or give up any of our rights. You shall pay all reasonable expenses we incur for taking such steps after the Aggregate EPL Limit of Liability is exhausted.

SECTION II. EXCLUSIONS—WHAT IS NOT COVERED

This insurance does not apply to:

A. Profit or Advantage

Any liability arising out of the gaining of any profit or advantage to which an insured was not legally entitled. However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage Part, we will defend a "claim" or "suit" asserting that an insured gained a profit or advantage to which the insured was not legally entitled, until such time as the insured is determined to have gained a profit or advantage to which the insured was not legally entitled.

B. Criminal Acts

Any liability arising out of any dishonest, fraudulent, criminal, or malicious act by or at the direction of any insured. However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage Part we will defend a "claim" or "suit" asserting a dishonest, fraudulent, criminal or malicious act until such time as the insured is determined to have committed such dishonest, fraudulent, criminal or malicious act.

The "wrongful employment act(s)" of an insured shall not be imputed to any other insured for the purpose of determining the applicability of the foregoing exclusions **A.** and **B.**

C. "Property Damage"

Any liability arising out of "property damage".

D. "Bodily Injury"

Any liability arising out of "bodily injury".

E. Worker's Compensation, Social Security and Unemployment, Disability and Retirement Benefits

Any liability arising out of any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law. This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation";

F. Contractual Liability

Any liability arising out of any actual or alleged contractual liability of any insured under any express contract or agreement. This exclusion, however, shall not apply to the extent any liability does not arise under such express contract or agreement;

G. ERISA, COBRA, WARN, OSHA and NLRA

Any liability arising out of the insured's failure to fulfill any responsibility, duty or obligation imposed by the Employment Retirement Income Security Act of 1974 (ERISA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988) (WARN), Occupational Safety and Health Act (OSHA), National Labor Relations Act of 1947 (NLRA), any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar provisions of any federal, state, or local statutory or common law. This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation";

H. FLSA

Any liability arising out of any obligation under the Fair Labor Standards Act, or any violations of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto (except the Equal Pay Act). This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation".

Any liability arising out of claims for unpaid wages or overtime pay for hours actually worked or labor actually performed by any "employee" of the insured, for improper payroll deductions or any violations of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto.

I. Non-Monetary Relief

That part of any "claim" or "suit" seeking any non-monetary relief, including but not limited to: (1) Injunctive relief; (2) declaratory relief; (3) disgorgement; (4) job reinstatement; (5) costs or

expenses incurred in accommodating any disabled person, pursuant to the Americans with Disabilities Act or 1990 (ADA), including amendments to that law or similar federal, state or local statutory or common law; (6) any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar relating to a "claim" or "suit" alleging discrimination or other "wrongful employment act"; or (7) other equitable remedies, including as to all of the above, the cost of compliance therewith; provided, however, if such request for non-monetary relief is part of an otherwise covered "claim" or "suit", we will not seek to allocate "defense costs" for the portion of the "claim" or "suit" seeking non-monetary relief.

J. Certain 'Insureds'

Any "claim" or "suit" brought by any insured. This exclusion, however, shall not apply to a "claim" or "suit" brought by an "employee" of the insured, other than an "employee" who is or was a director of the insured.

K. Prior Knowledge

Any liability arising out of incidents, circumstances or "wrongful employment acts", which an insured, prior to the "original inception date" as shown in the Declarations, had knowledge or which an insured could have reasonably foreseen might result in a "claim" or "suit".

L. Prior Notice

Any liability arising out of the facts alleged, or to the same or "related wrongful employment acts" alleged or contained in any "claim" or "suit" which has been reported, or in any circumstances of which notice has been given, under any policy of which this EPL Coverage Part is a renewal or replacement or which it may succeed in time.

M. Securities Holder

Any "claim" or "suit" brought by a securities holder of the insured in their capacity as such, whether directly, derivatively on behalf of the insured, or by class action.

N. Outside Boards

Any liability arising out of any actual or alleged act or omission of an insured serving in any capacity, other than as a director, officer or "employee" of the insured entity.

SECTION III. WHO IS AN INSURED

A. Individual

If you are shown in the Declarations as an individual, you and your spouse are insureds, only for the conduct of a business of which you are the sole owner.

B. Corporation

If you are shown in the Declarations as a corporation or organization other than a partnership or joint venture, you and your "subsidiaries" are insureds.

C. Partnership or Joint Venture

If you are shown in the Declarations as a partnership or joint venture, you are an insured. Your partners or co-venturers and their spouses are also insureds, but only for the conduct of your business.

D. 'Employees'

Your "employees", executive officers and directors are insureds, only for the conduct of your business within the scope of their employment or their duties as executive officers or directors.

E. Extensions

1. Subject otherwise to the terms hereof, this EPL Coverage Part shall cover "loss" arising from any "claims" or "suits" made against the estates, heirs, or legal representative of deceased individual insureds, and the legal representatives of individual insureds, in the event of incompetency, who were individual insureds at the time the "wrongful employment acts", upon which such "claims" or "suits" are based, were committed.
2. Subject otherwise to the terms hereof, this EPL Coverage Part shall cover "loss" arising from all "claims" and "suits" made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an individual insured, including a "claim" or "suit" that seeks damages recoverable from marital community property, property jointly held by the individual insured and the spouse, or property transferred from the individual insured to the spouse; provided, however, that this extension shall not afford coverage for a "claim" or "suit" arising out of any "wrongful employment act" of the spouse, but shall apply only to "claims" or "suits" arising out of any "wrongful employment acts" of an individual insured, subject to this EPL Coverage Part's terms, conditions and exclusions.

**SECTION IV. LIMIT OF LIABILITY
(Including 'Defense Costs')**

A. The Aggregate EPL Limit of Liability shown in the Declarations and the information contained in this section limits the most we shall pay for all "loss" arising out of "claims" and "suits" first made against insureds during the "EPL coverage period", regardless of:

1. the number of persons or organizations covered by this EPL Coverage Part; or

2. the number of "claims" made or "suits" brought; or
 3. the length of the "EPL coverage period".
- B.** The Aggregate EPL Limit of Liability is the most we shall pay for all **"losses"** covered under this EPL Coverage Part, including amounts incurred for "defense costs".
- C.** Notwithstanding the foregoing, in the event that "you" purchase the Extended Reporting Period pursuant to the terms of Section VI, F, the limit of liability for the Extended Reporting Period (the "ERP Limit of Liability") shall be equal to the Aggregate EPL Limit of Liability shown in the Supplemental Declarations of this EPL Coverage Part in effect as of the inception date of the "EPL coverage period". The ERP Limit of Liability, if purchased, shall be solely for "claims" first made or "suits" first brought against the "insureds" during said Extended Reporting Period for any "wrongful employment acts" which take place after the "original inception date" and before the end of the "EPL coverage period", and shall be in addition to, and not part of, the Aggregate EPL Limit of Liability shown in the Supplemental Declarations of this EPL Coverage Part in effect as of the inception date of the "EPL coverage period".
- D.** All "claims" and "suits" arising from the same or "related wrongful employment acts" shall be treated as arising out of a single "wrongful employment act".
- E.** All "claims" or "suits" arising out of one "wrongful employment act" shall be deemed to be made on the date that the first such "claim" is made or "suit" is brought. All "claims" asserted in a "class action suit" will be treated as arising out of a single "wrongful employment act".
- F.** Any "claim" or "suit" which is made subsequent to the "EPL coverage period" or Extended Reporting Period (if applicable) which, pursuant to Section VI, paragraphs **D.3.** and **4.** is considered made during the "EPL coverage period" or Extended Reporting Period (if applicable) shall also be subject to the one Aggregate EPL Limit of Liability stated in the Declarations or the one ERP Limit of Liability, as applicable.

SECTION V. DEDUCTIBLE

You shall be responsible for the deductible amount shown in the Declarations with respect to each "claim" and "suit" and you may not insure against it. A single deductible amount shall apply to "loss" arising from all "claims" and "suits" alleging the same "wrongful employment act" or "related wrongful employment acts". Expenses we incur in investigating, defending and settling "claims" and "suits" are included in the deductible. The deductible is not included within the Aggregate EPL Limit of Liability.

SECTION VI. CONDITIONS

We have no duty to provide coverage under this EPL Coverage Part, unless there has been full compliance with all the Conditions contained in this EPL Coverage Part.

A. Assignment

The interest of any insured is not assignable. You cannot assign or transfer your interest in this EPL Coverage Part without our written consent attached to the EPL Coverage Part.

B. Bankruptcy or Insolvency

Your bankruptcy, insolvency or inability to pay, will not relieve us from the payment of any "claim" or "suit" covered by this EPL Coverage Part.

Under no circumstances will your bankruptcy, insolvency, or inability to pay require us to drop down, in any way replace, or assume any of your obligations with respect to the Deductible provisions of this EPL Coverage Part.

C. Coverage Territory

We cover "wrongful employment acts" in the United States of America, its territories and possessions, Puerto Rico, or Canada, but only if the "claim" is made and the "suit" is brought for such "wrongful employment act" in the United States of America, its territories and possessions, Puerto Rico, or Canada.

D. Duties in the Event of an Incident, 'Claim' or 'Suit'

1. If, during the "EPL coverage period", incidents or events occur which you reasonably believe may give rise to a "claim" or "suit" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with EEOC, DOL or OFCCP (or similar federal, state or local agency); or upon a contemporaneously made memorandum of an oral "claim", allegation or threat, you shall give written notice to us as soon as practicable and either:

- a. anytime during the "EPL coverage period" or the Extended Reporting Period (if applicable); or
- b. within thirty (30) days after the end of the "EPL coverage period" or Extended Reporting Period (if applicable), as long as such "claim" or "suit" is reported no later than thirty (30) days after the date such "claim" or "suit" was first made against an insured.

2. If a "claim" is made or a "suit" is brought against any insured, you must:

- a. Immediately record the specifics of the "claim" or "suit" and the date received; and
 - b. Provide us with written notice, as described in subsection 3. below, as soon as practicable.
3. Such written notice of "claim" or "suit" shall contain:
- a. The identity of the person(s) alleging a "wrongful employment act";
 - b. The identity of the "insured(s)" who allegedly were involved in the incidents or events;
 - c. The date the alleged incidents or events took place; and
 - d. The written notice or contemporaneously prepared memorandum referred to above.

If written notice is given to us during the "EPL coverage period" or Extended Reporting Period (if applicable), pursuant to the above requirements, then any "claim" or "suit" which is subsequently made against any insureds and reported to us alleging, arising out of, based upon or attributable to such circumstances or alleging any "related wrongful employment act" to such circumstances, shall be considered made at the time such notice of such circumstances was first given.

- 4. If you submit written notice of a "claim" or "suit", pursuant to this paragraph **D.**, then any "claim" or "suit" that may subsequently be made against an insured and reported to us alleging the same or a "related wrongful employment act" to the "claim" or "suit" for which such notice has been given shall be deemed, for the purpose of this insurance, to have been first made during the "EPL coverage period" or Extended Reporting Period (if applicable) in effect at the time such written notice was first submitted to us.
- 5. You and any other insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any "claim" or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the "claim" or "suit";
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply;
 - e. Take no action, or fail to take any required action, that prejudices the rights of the insureds or us with respect to such "claim" or "suit".

- 6. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

E. Transfer of Rights of Recovery Against Others to Us

You may be able to recover all or part of a "loss" from someone other than us. You, therefore, shall do all that is possible after a "loss" to preserve any such right of recovery. If we make a payment under this EPL Coverage Part, that right of recovery shall belong to us. You shall do whatever is necessary, including signing documents, to help us obtain that recovery.

F. Extended Reporting Period

- 1. In the event that (i) "you" or "we" shall cancel or refuse to renew this EPL Coverage Part, or (ii) there is a decrease in the limit of liability, a reduction of coverage, an increase to the deductible or self-insured retention, a new exclusion, or any other change in coverage that is less favorable to "you" (herein referred to as "Termination of Coverage"), then, solely with respect to the coverage terminated under this EPL Coverage Part and except as indicated below, "you" shall have the right to a period of thirty (30) days after the effective date of "Termination of Coverage" (herein referred to as the "Automatic Extended Reporting Period") at no additional premium in which to give to "us" written notice of "claims" first made or "suits" first brought against the "insureds" during said "Automatic Extended Reporting Period" for any "wrongful employment acts" which take place after the "original inception date" and before the end of the "Automatic Extended Reporting Period" and are otherwise covered by this EPL Coverage Part. The "Automatic Extended Reporting Period" shall be void ab initio if the Extended Reporting Period becomes effective. For the purposes of determining the length of the Extended Reporting Period, the "Automatic Extended Reporting Period" shall be included.

"We" must advise "you" in writing of the "Automatic Extended Reporting Period and the availability of, the premium for, and the importance of purchasing the Extended Reporting Period Endorsement. This advice must be sent no earlier than the date of notification of "Termination of Coverage" nor later than fifteen (15) days after "Termination of Coverage".

- 2. In the event of "Termination of Coverage" then, solely with respect to the coverage terminated under this EPL Coverage Part and except as indicated below, "you" shall have the right, upon payment of an additional premium of 75% of the full annual premium applicable to this EPL Coverage Part, to buy an Extended Reporting Period Endorsement, providing an Extended Reporting Period of one (1) year

following the effective date of "Termination of Coverage", in which to give "us" written notice of "claims" first made or "suits" first brought against the "insureds" during said Extended Reporting Period for any "wrongful employment acts" which take place after the "original inception date" and before the end of the "EPL coverage period" and are otherwise covered by this EPL Coverage Part. The premium charged shall be based upon the rates for such coverage in effect on the later of the date the coverage was issued or last renewed. The limit of liability for the Extended Reporting Period Endorsement shall be as set forth in Section IV, Clause C of this EPL Coverage Part. "We" shall not charge a different premium for the Extended Reporting Period Endorsement due to any change in its rates, rating plans or rating rules subsequent to issuance or last renewal of the policy.

The Extended Reporting Period Endorsement is available for purchase at any time during the "EPL coverage period" and not later than thirty (30) days following "Termination of Coverage", including termination for non-payment of premium. "Your" right to an Extended Reporting Period Endorsement shall terminate, however, unless "you" request it in writing and pay the additional premium due not later than the later of: (1) thirty (30) days after the effective date of "Termination of Coverage"; or (2) fifteen (15) days after "we" have mailed or delivered to "you" a written advice of the amount of the required additional premium.

3. The Extended Reporting Period Endorsement cannot be canceled by either party, except for nonpayment of premium. The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period and this EPL Coverage Part cannot be cancelled after such additional premium is paid. If we do not receive the written request as required, you may not exercise this right at a later date.
4. This insurance, provided during the Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Extended Reporting Period Endorsement becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.
5. In the event of cancellation by "us" for the non-payment of premium, any monies received by "us" as payment for the Extended Reporting Period shall be first applied to such premium owing for the policy. The Extended Reporting Period will not take effect until the premium owing for the policy is paid in full and the premium owing for the Extended Reporting Period is paid promptly when due.
6. In the event of a "Transaction", as defined in

paragraph **G.** below, the "named insured" shall have the right, within thirty (30) days before the end of the "EPL coverage period", to request an offer from us of an Extended Reporting Period (with respect to "wrongful employment acts" which take place after the "original inception date" and prior to the effective time of the "Transaction"). We shall offer such Extended Reporting Period pursuant to such terms, conditions, and premium as we may reasonably decide. In the event of a "Transaction", the right to an Extended Reporting Period shall not otherwise exist except as indicated in this paragraph.

G. Change in Control of "Named Insured"

If during the "EPL coverage period":

1. the "named insured" shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
2. any person or entity or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than fifty (50%) percent of the voting power for the election of directors or General Partners of the "named insured" (in the event the "named insured" is a Partnership), or acquires the voting rights of such an amount of such securities; or
3. a General Partner of the "named insured" (in the event the "named insured" is a partnership) withdraws, resigns or is terminated;

(any of the above events herein referred to as the "Transaction"),

then this EPL Coverage Part shall continue in full force and effect as to "wrongful employment acts" occurring after the "original inception date" and prior to the effective time of the "Transaction", but there shall be no coverage afforded by any provision of this EPL Coverage Part for any actual or alleged "wrongful employment acts" occurring after the effective time of the "Transaction". This EPL Coverage Part may not be canceled after the effective time of the "Transaction" and the entire premium for this EPL Coverage Part shall be deemed earned as of such time. You shall also have the right to an offer by us of an Extended Reporting Period described in paragraph **F.** of this Section.

You shall give us written notice of the "Transaction" as soon as practicable, but not later than thirty (30) days after the effective date of the "Transaction".

H. Legal Action Against Us

No person or organization has the right to join us as a party or otherwise bring us into a "suit" asking for damages from an insured.

I. Other Insurance

Unless expressly written to be excess over other applicable insurance, it is intended that the insurance provided by this EPL Coverage Part shall be primary.

J. Original Inception Date

Once "we" set a date upon which "we" will cover all "Employment Wrongful Acts" in advance of said date (hereinafter "Original Inception Date"), "we" will only be permitted to advance the "Original Inception Date" with "your" written consent. Prior to the advancement of the "Original Inception Date" by "us", "we" must obtain "your" written acknowledgment that "you" have been advised of the right to purchase the Extended Reporting Period Endorsement. If no "Original Inception Date" (or prior acts date) is specified in this EPL Coverage Part, coverage shall be afforded for any "Employment Wrongful Act" occurring prior to the inception date of the EPL Coverage Part. Notwithstanding the foregoing, "we" shall be permitted to establish an "Original Inception Date" upon the creation or acquisition of any new "subsidiary" or upon addition of any new Insured to the EPL Coverage Part consistent with the date of creation or acquisition of such new "subsidiary" or addition of new Insured.

K. EPL Coverage Part Changes

This EPL Coverage Part contains all the agreements between you and us concerning this insurance. The first "named insured" in the Declarations is authorized to request changes in this EPL Coverage Part. This EPL Coverage Part can only be changed by a written endorsement we issue and make part of this EPL Coverage Part.

L. Representations

Any and all relevant provisions of this EPL Coverage Part may be voidable by us in any case of fraud, intentional concealment, or misrepresentation of material fact by any insured.

M. Special Rights and Duties of the 'Named Insured'

You agree that when there is more than one person and/or entity covered under this EPL Coverage Part, the first "named insured" in the Declarations shall act on behalf of all insureds as to:

1. Giving of notice of a "claim" or "suit";
2. Giving and receiving notice of cancellation or nonrenewal;
3. Payment of premiums and receipt of return premiums;
4. Acceptance of any endorsements issued to form a part of this EPL Coverage Part; or
5. Purchasing or deciding not to purchase the Extended Reporting Period Endorsement.

N. Headings

The descriptions in the headings of this EPL Coverage Part are solely for convenience, and form no part of the terms and conditions of coverage.

SECTION VII. DEFINITIONS

- A. "Bodily injury" means physical injury, sickness, or disease, including death resulting therefrom.
- B. "Claim" means a written demand for money. The term "claim" shall also mean an Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL) or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state or local agency) proceeding or investigation commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to you. However, in no event, shall the term "claim" include any labor or grievance proceeding, which is subject to a collective bargaining agreement.
- C. "Class Action Suit" means any suit seeking certification or certified as a class action by a federal or state court.
- D. "Defense Costs" means reasonable and necessary fees, costs and expenses consented to by us resulting solely from the investigation, adjustment, defense and appeal of a "claim" or "suit" against you.
- E. "Employee" means an individual whose labor or service is engaged by and directed by you for remuneration, whether such individual is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal, and temporary "employees". Independent contractors and individuals who are leased to the insured are not "employees".
- F. "Loss(es)" means damages (including front pay and back pay), judgments, settlements, pre- and post-judgment interest on that part of any judgment paid by us, statutory attorney fees, and "defense costs"; however, "loss" shall not include: (1) civil or criminal fines or penalties imposed by law; (2) punitive or exemplary damages; (3) the multiplied portion of multiplied damages; (4) taxes; (5) any amount for which the insureds are not financially liable or which are without legal recourse to the insureds; (6) employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; or (7) matters which may be deemed uninsurable under the law pursuant to which this EPL Coverage Part shall be construed.
- G. "Named Insured" means the person or organization designated in the Declarations.
- H. "Original inception date" refers to the date specified in the Declarations.
- I. "EPL coverage period" means the period commencing on the effective date shown in the

Declarations. This period ends on the earlier of the expiration date or the effective date of cancellation of this EPL Coverage Part. If you became an insured under this EPL Coverage Part after the effective date, the "EPL coverage period" begins on the date you became an insured.

- J. "Property Damage" means physical injury to, or destruction of, tangible property including the loss of use of thereof, or loss of use of tangible property, which has not been physically injured or destroyed.
- K. "Recognized volunteer" means an uncompensated individual who volunteers labor or services to "you", but only when performing such labor or services at the request of and under the direction of "you".
- L. "Related Wrongful Employment Act(s)" means "wrongful employment acts" which are the same, related or continuous, or "wrongful employment acts" which arise from a common nucleus of facts. "Claims" or "suits" can allege "related wrongful employment acts", regardless of whether such "claims" or "suits" involve the same or different claimants, insureds or legal causes of actions.
- M. "Retaliation" means a "wrongful employment act" of an insured alleged to be in response to, the actual or attempted exercise by an "employee" of any right that such "employee" has under the law. Provided, however, "retaliation" shall not include the "wrongful employment act" of an insured alleged to be in response to the threat of or the actual filing of any claim or suit under the Federal False Claims Act or any other federal state, local or foreign "whistleblower law".
- N. "Subsidiary" means:
 - 1. Any for-profit organization which, on or before the inception of the "EPL coverage period", is more than 50% owned by the "named insured", either directly or indirectly through one or more of its "subsidiaries"; or
 - 2. A for-profit organization which becomes a "subsidiary" during the "EPL coverage period", but only upon the condition that within 90 days of its becoming a "subsidiary", the "named insured" shall have provided us with full particulars of the new "subsidiary" and agreed to any additional premium or amendment of the provisions of this EPL Coverage Part required by us relating to such new "subsidiary". Further, coverage as shall be afforded to the new "subsidiary" is conditioned upon the "named insured" paying when due any additional premium required by us relating to such new "subsidiary".

An organization becomes a "subsidiary" when the "named insured" owns more than fifty (50%) percent ownership interest in such "subsidiary", either directly, or indirectly through one or more of its "subsidiaries". An organization ceases to be a "subsidiary" when the "named insured" ceases to own more than a fifty (50%) percent

ownership in such "subsidiary", either directly, or indirectly through one or more of its "subsidiaries".

In all events, coverage as is afforded under this EPL Coverage Part with respect to a "claim" made or "suit" brought against any "subsidiary" or an insured of any "subsidiary", shall only apply to "wrongful employment act(s)" commenced or allegedly commenced after the effective time that such "subsidiary" became a "subsidiary", and prior to the time that such "subsidiary" ceased to be a "subsidiary".

- O. "Suit" means a civil proceeding or an administrative proceeding seeking money damages, and includes an arbitration, mediation or any other alternative dispute resolution procedure seeking such damages, to which the insured must submit or may submit with our consent. "Suit" shall not include any civil proceeding or administrative proceeding arising from any labor or grievance dispute which is subject to a collective bargaining agreement.
- P. "Whistleblower law" means a statute, rule or regulation, which protects an employee against discrimination from his or her employer, if the employee discloses or threatens to disclose to a superior or any governmental agency; or who gives testimony relating to, any action with respect to the employer's operations, which may be a violation of public policy as reflected in legislation, administrative rules, regulations or decisions, judicial decisions, and professional codes of ethics.
- Q. "Wrongful Employment Act(s)" means any actual or alleged:
 - 1. wrongful dismissal, discharge or termination (either actual or constructive), including breach of an implied contract;
 - 2. harassment (including sexual harassment, whether quid pro quo, hostile work environment or otherwise);
 - 3. discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
 - 4. "retaliation" (including lockouts);
 - 5. employment-related misrepresentation(s) to your "employee" or applicant for employment with you;
 - 6. employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
 - 7. wrongful failure to employ or promote;
 - 8. wrongful deprivation of career opportunity, wrongful demotion or negligent "employee" evaluation, including the giving of negative or defamatory statements in connection with an "employee" reference;

9. wrongful discipline;
10. failure to grant tenure;
11. failure to provide or enforce adequate or consistent corporate policies and procedures relating to any "wrongful employment act";
12. negligent supervision or hiring by an insured, relating to any of the above;
13. violation of an individual's civil rights relating to any of the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

GREATER NEW YORK INSURANCE GROUP
ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT
FOR CONDOMINIUMS AND COOPERATIVES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
GENERAL LIABILITY COVERAGE	LIMIT OF INSURANCE (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)
Damage To Premises Rented To You	\$1,000,000
Notice to Company	Included
Knowledge of Occurrence	Included
Unintentional Errors or Omission	Included
Mental Anguish included in the Definition of "Bodily Injury"	Included

AMENDMENTS TO THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following modifies insurance provided under the **Commercial General Liability Coverage Form**:

AMENDMENTS TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION III - LIMITS OF INSURANCE

DAMAGE TO PREMISES RENTED TO YOU

The following is added as the last sentence to paragraph 6. in Section III:

In addition to the limit shown in the Declarations for Damage to Premises Rented To You, and subject to the terms of that coverage, under the **ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES** we will pay **\$900,000** "Property Damage" to any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

AMENDMENTS TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION V. – DEFINITIONS

As respects the coverage provided by the **ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES**, the following amends the Definition of "Bodily Injury":

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

AMENDMENTS TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

As respects the coverage provided by the **ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT FOR CONDOMINIUMS AND COOPERATIVES**, the following are added to the Commercial General Liability Conditions:

NOTICE TO COMPANY

If a liability claim is made to an insured arising from an "occurrence" that caused "bodily injury" to a person the insured disputes is an employee; and if the insured timely notifies its workers' compensation insurer of the occurrence; and if a workers' compensation board or law court finally determines that the person is not an employee of the insured; then the insured's delay in reporting the "occurrence" to us will not be deemed late notice of the "occurrence" under

paragraph 2., Duties In The Event Of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, *if* the insured reports the “occurrence” to us promptly on learning of the final determination.

KNOWLEDGE OF OCCURRENCE:

It is agreed that knowledge of an “occurrence” by the agent, servant or employee of the insured shall not in itself constitute knowledge by the insured unless the named insured or any partner or any executive officer of the insureds corporation shall have received such notice from the agent, servant or employee.

UNINTENTIONAL ERROR OR OMISSIONS:

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or any omission is not intentional.

Policy Number: 8106D31907

Policy Period: 11-01-2015 TO 11-01-2016

GNY INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE ENDORSEMENT

This endorsement changes the:

DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART

(I) Your Directors' and Officers' Liability Coverage Part is subject to the following Retroactive Date:

11-01-2012 or

The date on which we began our claims made relationship with you for this Coverage Part.

(II) During our claims-made relationship with you, the Retroactive Date for this coverage will not be changed.

(III) The following exclusion is added to Section I., Paragraph, B. Exclusions:

14. Arising from any circumstance, incident, occurrence, or actual or alleged "wrongful act"; or any series of circumstances, incidents, occurrences, or actual or alleged "wrongful acts," that:
 - a. Occurred prior to, or
 - b. Began before,the retroactive date shown in the Retroactive Date Endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the Definitions Section:**
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

GNY INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS HAZARD EXCLUSION ENDORSEMENT

This endorsement modifies such insurance as is afforded by the provisions of the policy related to the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that such insurance as is afforded by this policy is subject to the following additional exclusion:

A. This policy does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard"; or
2. to any loss, cost or expense arising out of any governmental direction or request that the Named Insured test for, monitor, clean up, remove, treat or neutralize "asbestos".

B. **ADDITIONAL DEFINITIONS**

1. Asbestos hazard means:
 - a. an actual exposure or threat of exposure to the harmful properties of "asbestos"; or
 - b. the presence of "asbestos" in any place, whether or not within a building or structure.
2. Asbestos means the mineral in any form, including but not limited to fibers or dust.

GNY INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD POISONING EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

1. "bodily injury" arising out of the ingestion, inhalation or absorption of lead;
2. "property damage" (or "personal and advertising injury", if provided by the applicable coverage form) arising out of lead;
3. any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or assess the effects of lead; or
4. any loss, cost or expense arising out of any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of lead.

Lead means the element in any form including but not limited to paint, dust, parts of plumbing systems and liquid solutions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR OR TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion i. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

i. War Or Terrorism

"Bodily injury" or "property damage" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions ; or
- (2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - (a) Physical injury that involves a substantial risk of death; or
 - (b) Protracted and obvious physical disfigurement; or
 - (c) Protracted loss of or impairment of the function of a bodily member or organ; or
- (3) The "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- (4) The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

- (5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

War Or Terrorism

"Personal and advertising injury" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

regardless of any other cause or event that contributes concurrently or in any sequence to the injury.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions ; or
- (2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - (a) Physical injury that involves a substantial risk of death; or
 - (b) Protracted and obvious physical disfigurement; or
 - (c) Protracted loss of or impairment of the function of a bodily member or organ; or
- (3) The "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- (4) The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

- (5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. Exclusion h. under Paragraph 2., **Exclusions of Section I - Coverage C - Medical Payments** does not apply.

- D. The following definition is added to the **Definitions** Section:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

c. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CONDOMINIUMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an insured:

1. The developer in the developer's capacity as a unit-owner, but only with respect to the developer's liability arising out of:
 - a. The ownership, maintenance, repair or use of that portion of the premises which is not owned solely by the developer; or
 - b. The developer's membership in the condominium association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.

2. Each individual unit-owner of the insured condominium, but only with respect to liability arising out of the unit-owner's membership in the condominium association or the ownership, maintenance, repair or use of that portion of the premises which is not owned solely by the unit-owner.

B. Paragraph a. of the Other Insurance Condition (Section IV – Commercial General Liability Conditions) is replaced by the following:

a. Primary Insurance

This insurance is primary over any other insurance available to the unit-owner, except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

C. The Representations Condition (Section IV – Commercial General Liability Conditions) is amended by the addition of the following:

No act or omission by the unit-owner, unless acting within the scope of the unit-owner's authority on behalf of the condominium association, will void the policy or be a condition of recovery under the policy.

D. The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV – Commercial General Liability Conditions) is amended by the addition of the following:

We waive any rights which this Condition may give us against:

1. Any unit-owner, including the developer, and any household members;
2. The condominium association; and
3. Members of the board of directors for acts or omissions within the scope of their duties for you.

However, we reserve our right to recover against the developer for acts or omissions that the developer may be liable for in the capacity as a developer.

E. The When We Do Not Renew Condition (Section IV – Commercial General Liability Conditions) is replaced by the following and supersedes any other provision to the contrary:

WHEN WE DO NOT RENEW

If we decide not to renew this Coverage Part, we will mail or deliver to the Named Insured shown in the Declarations, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance, written notice of the nonrenewal stating the specific reason for nonrenewal not less than 60 days before the expiration date. The notices will be sent to the respective mailing addresses last known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice.

- F.** The **Cancellation** Common Policy Condition is replaced by the following and supersede any provision to the contrary:
1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 2. We may cancel this policy by mailing or delivering written notice of cancellation at least 60 days before the effective date of cancellation to the Named Insured, each unit-owner and each holder of a security interest to whom we issued a certificate or memorandum of insurance.
 3. If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason.
 4. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy for one or more of the following reasons:
 - (a) Nonpayment of premium;
 - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;
 - (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against;
 - (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law;
 - (f) Physical changes in the property which increase the hazard insured against;
 - (g) A material increase in the hazard insured against; or
 - (h) A substantial loss of reinsurance by us affecting this particular line of insurance.
 5. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph 4. above.
 6. We will mail or deliver our notice to the Named Insured's last mailing address known to us.
 7. Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period will end on that date.
 8. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 9. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL POLLUTION EXCLUSION
WITH A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

IN WITNESS WHEREOF, we have caused this policy to be executed and attested and if required by state law, this policy shall not be valid unless countersigned by an authorized representative.

By:

By:



Warren Heck
Chairman and Chief
Executive Officer

Elizabeth Heck
President and Chief
Operating Officer

By:



Thomas D. Hughes
Secretary



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