

**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 **8120D35443**

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

ACCOUNT NUMBER **20D3544314**

ENDORSEMENT NUMBER

**NAMED INSURED AND MAILING ADDRESS**  
**HILLTOP FARMS CONDOMINIUM TRUST**  
**C/O NORTHBOROUGH PROPERTY MGMT**  
**27 SOUTH STREET - UNIT 1**  
**NORTHBOROUGH MA 01532**

**PRODUCER 0030187**  
**BROWN & BROWN OF MASSACHUSETTS, LLC**  
**ATTN: HOWARD SAVITT**  
**858 WASHINGTON STREET, SUITE 200**  
**DEDHAM MA 02026-6099**

POLICY PERIOD: FROM **12-29-2014** TO: **12-29-2015** AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN.

ENDORSEMENT DATE:

BUSINESS DESCRIPTION: **TRUST**

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>
<b>COMMERCIAL PROPERTY COVERAGE PART</b>	<b>\$</b>	<b>96,834.00</b>
<b>COMMERCIAL GENERAL LIABILITY COVERAGE PART</b>	<b>\$</b>	<b>6,116.00</b>

TOTAL \$ **102,950.00**

**FORMS APPLICABLE TO ALL COVERAGE PARTS:**

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

TOTAL PREMIUM \$ **102,950.00**

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 <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	001	10 ALFALFA DR, AKA 10-16 ALFALFA DR, GRAFTON, MA 01519 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	002	18 ALFALFA DR, AKA 18-24 ALFALFA DR, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	003	26 ALFALFA DR, AKA 26-28 ALFALFA DR, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	004	30 ALFALFA DR, AKA 30-34 ALFALFA DR, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	005	2 VIOLET DR, AKA 2-6 VIOLET DR, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	006	25 ALFALFA DR, AKA 25-31 ALFALFA DR, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	007	17 ALFALFA DR, AKA 17-23 ALFALFA DR, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	008	2 ALFALFA DR, AKA 2-8 ALFALFA DR, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	009	1 BUTTERCUP LN, AKA 1-7 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	010	9 BUTTERCUP LN, AKA 9-15 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	011	2 BLUEBIRD DR, AKA 2-6 BLUEBIRD DR, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	012	8 BLUEBIRD DR, AKA 8-12 BLUEBIRD DR, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	013	1 BLUEBIRD DR, AKA 1-5 BLUEBIRD DR, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	014	7 BLUEBIRD DR, AKA 7-13 BLUEBIRD DR, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	015	8 VIOLET DR, AKA 8-10 VIOLET DR, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	016	16 BUTTERCUP LN, AKA 16-22 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	017	2 CHERRY LN, AKA 2-4 CHERRY LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	018	15 VIOLET DR, AKA 15-21 VIOLET DR, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	019	17 BUTTERCUP LN, AKA 17-19 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	020	21 BUTTERCUP LN, AKA 21-25 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	021	27 BUTTERCUP LN, AKA 27-33 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	022	35 BUTTERCUP LN, AKA 35-41 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	023	43 BUTTERCUP LN, AKA 43-47 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	024	44 BUTTERCUP LN, AKA 44-46 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	025	38 BUTTERCUP LN, AKA 38-42 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	026	32 BUTTERCUP LN, AKA 32-36 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	027	24 BUTTERCUP LN, AKA 24-30 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	028	1 CHERRY LN, AKA 1-7 CHERRY LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	029	9 CHERRY LN, AKA 9-13 CHERRY LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	030	15 CHERRY LN, AKA 15-21 CHERRY LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	031	23 CHERRY LN, AKA 23-29 CHERRY LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	032	41 CHERRY LN, AKA 41-43 CHERRY LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	033	45 CHERRY LN, AKA 45-47 CHERRY LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	034	40 CHERRY LN, AKA 40-46 CHERRY LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	035	32 CHERRY LN, AKA 32-38 CHERRY LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	036	24 CHERRY LN, AKA 24-30 CHERRY LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	037	1 DAFFODIL CT, AKA 1-7 DAFFODIL CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	038	12 DAFFODIL CT, AKA 12-18 DAFFODIL CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	039	6 DAFFODIL CT, AKA 6-10 DAFFODIL CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	040	2 DAFFODIL CT, AKA 2-4 DAFFODIL CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	041	49 BUTTERCUP LN, AKA 49-55 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	042	55 BUTTERCUP LN, AKA 55-57 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	043	60 BUTTERCUP LN, AKA 60-62 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	044	54 BUTTERCUP LN, AKA 54-58 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	045	48 BUTTERCUP LN, AKA 48-52 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	046	64 BUTTERCUP LN, AKA 64-66 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	047	64 TULIP CT, AKA 64-70 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	048	56 TULIP CT, AKA 56-62 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	049	50 TULIP CT, AKA 50-54 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	050	46 TULIP CT, 46-48 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	051	40 TULIP CT, AKA 40-44 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	052	34 TULIP CT, AKA 34-38 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	053	28 TULIP CT, AKA 28-32 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	054	20 TULIP CT, AKA 20-26 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	055	14 TULIP CT, AKA 14-18 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	056	10 TULIP CT, AKA 10-12 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	057	2 TULIP CT, AKA 2-8 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	058	9 TULIP CT, AKA 9-15 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	059	17 TULIP CT, AKA 17-23 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	060	25 TULIP CT, AKA 25-31 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	061	57 TULIP CT, AKA 57-61 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	062	19 TULIP CT, AKA 19-21 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	063	23 TULIP CT, AKA 23-25 TULIP CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	064	27 DAFFODIL CT, AKA 27-33 DAFFODIL CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	065	35 DAFFODIL CT, AKA 35-41 DAFFODIL CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	066	32 DAFFODIL CT, AKA 32-34 DAFFODIL CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	067	24 DAFFODIL CT, AKA 24-30 DAFFODIL CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	068	20 DAFFODIL CT, AKA 20-22 DAFFODIL CT, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	069	69 BUTTERCUP LN, AKA 69-71 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	070	73 BUTTERCUP LN, AKA 73-77 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	071	68 BUTTERCUP LN, AKA 68-74 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	072	79 BUTTERCUP LN, AKA 79-85 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	073	76 BUTTERCUP LN, AKA 76-82 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	074	84 BUTTERCUP LN, AKA 84-90 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	075	92 BUTTERCUP LN, AKA 92-98 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	076	76 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	077	95 BUTTERCUP LN, AKA 95-101 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	078	87 BUTTERCUP LN, AKA 87-93 BUTTERCUP LN, GRAFTON, MA 01519 APPLIES TO: PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SCHEDULE OF FORMS AND ENDORSEMENTS

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

<b>NAMED INSURED</b> HILLTOP FARMS CONDOMINIUM TRUST	<b>POLICY NUMBER 8120D35443</b>  <b>ENDORSEMENT NUMBER</b>
	<b>COUNTERSIGNED BY:</b> _____ AUTHORIZED REPRESENTATIVE
<b>SCHEDULE OF FORMS &amp; ENDORSEMENTS</b> EFFECTIVE DATE: 12-29-14	<b>POLICY PERIOD: FROM: 12-29-2014</b> <b>TO: 12-29-2015</b>

**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 09 35	07-02	EXCL OF CERTAIN COMPUTER- RELATED LOSSES
IL 09 53	01-08	EXCL/CERT ACTS-TERROR; COV/FIRE LOSSES
IL 09 95	01-07	COND EXCL-TERROR (REL TO DISP/FED TRIA)
IL 09 99	01-07	DISC OF PREM/EST PREM CERT ACTS/TERR COV
MA TER DSC	01-12	MA - FIRE LOSSES FOLLOWING TERRORISM ADV

**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
LIMDED	12-13	AMENDMENT OF LIMITS AND DEDUCTIBLES
PACKC CW	04-13	ENHANCED PROPERTY COVERAGE ENDORSEMENT F
PERUDED	03-13	PER UNIT DEDUCTIBLE COV END
PUDSCH	03-12	PER UNIT DED. SCHEDULE OF COV. & LOCS
CP 00 30	06-07	BUSINESS INCOME COVERAGE (&/EX EXP)
CP 10 64	09-06	MA-FUNGUS,WET/DRY ROT BACTERIA EXCL/LIMIT
HEATMAIN	06-14	AMEND-MAINT OF HEAT OR WINTERIZATION
CP 00 17	06-07	CONDOMINIUM ASSOCIATION COVERAGE FORM
CP 00 90	07-88	COMMERCIAL PROPERTY CONDITIONS
CP 01 03	02-98	MASSACHUSETTS CHANGES-CONDOMINIUMS
CP 01 09	10-00	MASSACHUSETTS CHANGES
CP 10 30	06-07	CAUSES OF LOSS - SPECIAL FORM
CP 1415	07-88	ADD'L BLDG PROPERTY

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## SCHEDULE OF FORMS AND ENDORSEMENTS

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

<b>NAMED INSURED</b> HILLTOP FARMS CONDOMINIUM TRUST	<b>POLICY NUMBER</b> 8120D35443  <b>ENDORSEMENT NUMBER</b>	
	<b>COUNTERSIGNED BY:</b> _____ <b>AUTHORIZED REPRESENTATIVE</b>	
<b>SCHEDULE OF FORMS &amp; ENDORSEMENTS</b> EFFECTIVE DATE: 12-29-14	<b>POLICY PERIOD: FROM:</b> 12-29-2014 <b>TO:</b> 12-29-2015	
<b>GENERAL LIABILITY FORMS AND ENDORSEMENTS</b>		
GNY 020	11-04	GENERAL LIABILITY DECLARATIONS
GNY 021	06-91	GENERAL LIABILITY SCHEDULE
GNY 22 83	05-03	MA CHANGES-LEAD POISONING ENDT
CG 00 01	12-07	COMMERCIAL GENERAL LIABILITY COV FORM
CG 00 68	05-09	RECRDG AND DISTRB OF MATRL OR INFO EXCL
CG 00 99	11-85	CHGS IN GL FORMS FOR COMM PACK POLICIES
CG 20 04	11-85	ADDL INSD-CONDOMINIUM UNIT OWNERS
CG 21 44	07-98	LIMIT OF COV TO DESIGNATED PREM OR PROJ
CG 21 65	12-04	TOTAL POLLUTION EXCL-WITH EXCEPTIONS
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
XPUNDAM	06-13	EXCLUSION FOR PUNITIVE DAMAGES AND SIMIL
3RD PARTY	02-09	THIRD PARTY COVERAGE ENDORSEMENT
EPLIDECMAS	10-07	MA COMMERCIAL EMPLOYMENT PRACTICES LIAB
EPLI AS	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
CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
GLU-113	02-05	ASBESTOS HAZARD EXCLUSION ENDT
CG 21 73	01-08	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 87	01-07	COND EXCL-TERR (DISP/FED TRIA ACT 2002)
<b>POLICYHOLDER JACKETS</b>		
PG SIC	06-13	PROTECTO-GUARD

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## COMMON POLICY DECLARATIONS (Continued)

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**STRATHMORE INSURANCE COMPANY**

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	<b>COUNTERSIGNED BY:</b> _____ <b>AUTHORIZED REPRESENTATIVE</b>
<b>COMMON POLICY DECLARATIONS (Continued)</b> <b>EFFECTIVE DATE: 12-29-14</b>	<b>POLICY PERIOD: FROM: 12-29-2014</b> <b>TO: 12-29-2015</b>

**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:**

<b>DUE</b>	<b>PREVIOUS TOTAL</b>	<b>PREMIUM</b>	<b>SURCHARGE</b>	<b>GRAND TOTAL</b>
DEPOSIT 12/29/2014		25,734.00		25,734.00
INSTALL 01/29/2015		9,652.00		9,652.00
INSTALL 02/28/2015		9,652.00		9,652.00
INSTALL 03/29/2015		9,652.00		9,652.00
INSTALL 04/29/2015		9,652.00		9,652.00
INSTALL 05/29/2015		9,652.00		9,652.00
INSTALL 06/29/2015		9,652.00		9,652.00
INSTALL 07/29/2015		9,652.00		9,652.00
INSTALL 08/29/2015		9,652.00		9,652.00

**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

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Named Insured: HILLTOP FARMS CONDOMINIUM

Policy Number 8120D35443

Effective Date 12-29-14

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### Expense Reimbursement Coverage Limit

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\$25,000 Annual Aggregate Limit per Insured

### Special Terms or Conditions

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# 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.**

## **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.**

## **EXCLUSION OF 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
- CRIME AND FIDELITY COVERAGE PART
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- STANDARD PROPERTY POLICY

### **SCHEDULE**

The **Exception Covering Certain Fire Losses** (Paragraph **C**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
MASSACHUSETTS	COMMERCIAL PROPERTY COVERAGE PART
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A.** The following definition is added with respect to the provisions of this endorsement:

"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.

**B.** The following exclusion is added:

#### **CERTIFIED ACT OF TERRORISM EXCLUSION**

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**C. Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) 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.

#### **D. Application Of Other 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 CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONDITIONAL EXCLUSION OF TERRORISM  
(RELATING TO DISPOSITION OF FEDERAL  
TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

The <b>Exception Covering Certain Fire Losses</b> (Paragraph D.) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:	
<b>State(s)</b>	<b>Coverage Form, Coverage Part Or Policy</b>
MASSACHUSETTS	COMMERCIAL PROPERTY COVERAGE PART
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

- a. The federal Terrorism Risk Insurance Program ('Program'), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or

- b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
    - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
  - 2. If the provisions of this endorsement become applicable, such provisions:
    - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and
    - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
  - 3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- B.** The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"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.
- C.** The following exclusion is added:

**EXCLUSION OF TERRORISM**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada 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. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **C.5.**, the immediately preceding paragraph describes the threshold 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 this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

#### **D. Exception Covering Certain Fire Losses**

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

#### **E. Application Of Other Exclusions**

1. When the Exclusion Of Terrorism applies in accordance with the terms of **C.1.** or **C.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. 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 or damage which would otherwise be excluded under this Coverage Form, 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 OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT)**

**SCHEDULE**

**SCHEDULE – PART I**

**Terrorism Premium (Certified Acts)**

**(A) Premium through end of year (12/31/2014 ) \$ 5**

**(B) Estimated Premium beyond the date specified above \$ 994**

(Refer to Paragraph C. in this endorsement.)

**This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/ or Policy(s):**

COMMERCIAL PROPERTY COVERAGE PART

**Additional information, if any, concerning the terrorism premium:**

**SCHEDULE – PART II**

**Federal share of terrorism losses % Year:**

(Refer to Paragraph B. in this endorsement.)

**Federal share of terrorism losses % Year:**

(Refer to Paragraph B. in this endorsement.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**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 that 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. For losses occurring in 2006, the federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. For losses occurring in 2007, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. If the federal program is extended beyond 2007, the applicable percentage is shown in Part II of the Schedule of this endorsement or in the policy Declarations.

**C. Possibility Of Additional Or Return Premium**

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in Part I of the Schedule of this endorsement, unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in (B) in Part I of the Schedule may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium shown in (B) in Part I of the Schedule and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

## **GNY INSURANCE COMPANIES**

# **MASSACHUSETTS – FIRE LOSSES FOLLOWING TERRORISM ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverage you are provided.

Your property insurance policy includes an endorsement which imposes an exclusion or sub-limit of insurance for loss caused by acts of terrorism as defined in the endorsement. Such exclusion or sub-limit applies to all losses attributable to such acts of terrorism, including fire losses, which are subject to the federal Terrorism Risk Insurance Program (TRIP) for its duration, or its successor. Direct property loss by fire resulting from acts of terrorism after the termination of TRIP will no longer be subject to the exclusion or sub-limit stated in the aforementioned endorsement. TRIP is scheduled to terminate at the end of 2014, but action by Congress could extend that date.

**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

<b>Prem. No.</b>	<b>Bldg. No.</b>	<b>SCHEDULE Additional Building Property</b>
001	001-078	<p>Any of the following types of property contained within a unit, regardless of ownership:</p> <ul style="list-style-type: none"> <li><b>(a)</b> Fixtures, improvements and alterations that are a part of the building or structure; and</li> <li><b>(b)</b> Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.</li> </ul> <p>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 <b>a.</b> and <b>b.</b> above.</p>

- 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.

**COMMERCIAL PROPERTY DECLARATIONS  
COMMERCIAL PROPERTY COVERAGE PART**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> 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	<b>BUILDING FRAME</b>	\$ 80,450,000	<b>SPECIAL</b>	100

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: \$ 80,450,000  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:  
**BLKT GRP # 1.**

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	001	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	\$ 700,000	<b>SPECIAL</b>	100

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	100

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	002	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	100

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> 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	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	003	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	004	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	004	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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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	005	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	005	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	006	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	006	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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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	007	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	007	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	008	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	008	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> 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	009	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	009	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	010	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	010	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> 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	011	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	011	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	012	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	012	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> 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	013	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	013	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	014	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	014	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> 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	015	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	015	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	016	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	016	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
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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	017	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	017	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	018	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	018	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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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	019	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	019	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	020	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	020	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
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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	021	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	021	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	022	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	022	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
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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	023	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	023	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	024	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	024	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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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	025	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	025	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	026	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	026	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> 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	027	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	027	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	028	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	028	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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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	029	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	029	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	030	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	030	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	031	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	031	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	032	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	032	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	033	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	033	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	034	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	034	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	035	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	035	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	036	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	036	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	037	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	037	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	038	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	038	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	039	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	039	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	040	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	040	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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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	041	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	041	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	042	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	042	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> 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	043	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	043	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	044	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	044	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	045	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	045	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	046	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	046	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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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	047	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	047	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	048	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	048	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	049	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	049	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	050	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	050	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	051	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	051	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	052	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	052	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	053	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	053	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	054	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
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 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	054	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	055	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	055	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE:  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	056	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	056	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> 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	057	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	057	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	058	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	058	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	059	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	059	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	060	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	060	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	061	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	061	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	062	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	062	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	063	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
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 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	063	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	064	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	064	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	065	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	065	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	066	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	066	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	067	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	067	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	068	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	068	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
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NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	069	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	069	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	070	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	070	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
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**COMMERCIAL PROPERTY DECLARATIONS  
COMMERCIAL PROPERTY COVERAGE PART**

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NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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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	071	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	071	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	072	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	072	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> 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	073	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	073	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	074	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	074	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
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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	075	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	075	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	076	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	076	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> 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	077	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	077	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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.
001	078	<b>BUILDING FRAME</b>	<b>BLKT GRP 1</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 AGREED VALUE: **BLKT GRP 1**  REPLACEMENT COST  INFLATION GUARD: %  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA  
 DEDUCTIBLE: **10,000** EARTHQUAKE DEDUCTIBLE: % EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINS.
001	078	<b>BUS INC (c) INCL EXTRA EXP FRAME</b>	<b>BLKT GRP 2</b>	<b>SPECIAL</b>	<b>100</b>

**OTHER PROVISIONS**

TERRITORY: **001** PROTECTION CLASS: **04** OCCUPANCY: **CONDOMINIUM**  
 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 <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
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**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:

\$

**96,834.00**

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 tsunamis), 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;

**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**

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:

<b>INCREASE IN LIMITS SCHEDULE</b>		
<b>COVERAGE</b>	<b>ADDITIONAL LIMITS</b>	<b>TOTAL LIMIT</b>
Accounts Receivable		
Back-up of Sewers, Etc.		
Business Income - Dependent Properties		
Electronic Data:		
Debris Removal		
Fire Department Service Charges		
Fire Protection Equipment Recharge		
Forgery or Alteration		
Money and Securities	Inside	
	Outside	
Newly Acquired or Constructed Property - Building		
Off Premises Services		
Ordinance or Law	Demolition	\$250,000
	Increased Cost of Construction	\$250,000
Outdoor Antennas & Satellites		
Outdoor Signs		

INCREASE IN LIMITS SCHEDULE		
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT
Outdoor Trees, Shrubs and Plants		
Personal Effects and Property of Others		
Pollutant Cleanup		
Property Off Premises		
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		
Employee Dishonesty - Add'l Employee's over 5		

**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.

ADDITIONAL NUMBER SCHEDULE		
COVERAGE	ADDITIONAL NUMBER	TOTAL NUMBER
Extended Business Income		
Preservation of Property		
Property Distance Extension		

**OPTIONAL PERIOD(S) OF COVERAGE - ACTUAL LOSS SUSTAINED**

4. In addition to the 12 month period of coverage provided by the ACTUAL LOSS SUSTAINED ENDORSEMENT, we will extend the period of coverage to the Optional Period of Coverage as shown in the Schedule below:

ADDITIONAL PERIOD SCHEDULE - ALS	
PROPERTY COVERAGE(S)	PERIOD OF COVERAGE OPTIONS (Coverage is provided only if one of the boxes below is marked: <input checked="" type="checkbox"/> )
ACTUAL LOSS SUSTAINED	Optional Periods of Coverage: <input type="checkbox"/> 24 months <input type="checkbox"/> 36 months

A. If an Optional 24 month Period of Coverage is indicated (by a  in the appropriate box) in this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces section C. Limits of Insurance of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form, but only to the extent that coverage is provided by the Actual Loss Sustained Endorsement:

**C. Limits of Insurance**

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 24 consecutive months after the date of direct physical loss or damage. This 24-month limit replaces the Limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense.

- B. If an Optional **36** month Period of Coverage is indicated (by a  in the appropriate box) in this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces Section **C. Limits of Insurance** of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form, but only to the extent that coverage is provided by this Actual Loss Sustained Coverage Extension:

**C. Limits of Insurance**

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 **36** consecutive months after the date of direct physical loss or damage. This **36**-month limit replaces the Limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense.

**C. 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 ENDORSEMENT modifies this period of coverage.

1. OPTIONAL PERIOD OF COVERAGE – ACTUAL LOSS SUSTAINED – **24** Months:

If an Optional **24** 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 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:  $.01 \times \$50,000 = \$500$ . The Deductible applied against any loss will be **\$500**.

COVERAGE	PERCENTAGE DEDUCTIBLE OPTION
ACCOUNTS RECEIVABLE	<b>Not available. Follows Property Deductible.</b>
COMPUTER COVERAGE	
FINE ARTS	
VALUABLE PAPERS	<b>Not available. Follows Property Deductible.</b>
“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"/>							

**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:

<b>GENERAL LIABILITY COVERAGES</b>		
<b>COVERAGE</b>	<b>ADDITIONAL LIMIT</b>	<b>TOTAL LIMIT</b>
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.

**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**

<b>TABLE OF COVERAGES</b>			
<b>PROPERTY AND BUSINESS INCOME COVERAGES</b>		<b>LIMIT OF INSURANCE</b> (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)	<b>PAGE #</b>
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
		<b>REFER TO SCHEDULE</b>	
<b>SECTION I – COVERAGES TO WHICH PER UNIT DEDUCTIBLES APPLY</b>			
(A selection must be indicated by an <input checked="" type="checkbox"/> in the box to the left of the APPLIES TO COVERAGE)		<b>APPLIES TO COVERAGE</b>	<b>DEFINITION</b>
<input type="checkbox"/>		<b>"Water Damage"</b>	See Paragraph <b>A.1.</b>
<input type="checkbox"/>		<b>"Sewer Back-Up" and/or "Underground Water"</b>	See Paragraph <b>A.2.</b>
<input type="checkbox"/>		<b>Sprinkler Leakage</b>	See Paragraph <b>A.3.</b>
<input type="checkbox"/>		<b>"Ice Damming"</b>	See Paragraph <b>A.4.</b>
<input type="checkbox"/>		<b>"Interior Water Damage"</b>	See Paragraph <b>A.5.</b>
<b>SECTION II – APPLICABLE DEDUCTIBLES</b>			
<b>Per Unit</b> Deductible – Building(s)	\$	<b>REFER TO SCHEDULE</b>	
<b>Per Unit</b> Deductible – Business Personal Property Contained in a Unit	\$	<b>REFER TO SCHEDULE</b>	
<b>Per Unit BPP Deductible</b> – Business Personal Property <b>Not</b> Contained in a Unit			
<p>The <b>Per Unit BPP Deductible</b> 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.

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	10 ALFALFA DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	002	18 ALFALFA DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	003	26 ALFALFA DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	004	30 ALFALFA DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	005	2 VIOLET DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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**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	006	25 ALFALFA DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	007	17 ALFALFA DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	008	2 ALFALFA DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	009	1 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	010	9 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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**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	011	2 BLUEBIRD DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	012	8 BLUEBIRD DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	013	1 BLUEBIRD DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	014	7 BLUEBIRD DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	015	8 VIOLET DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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	016	16 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	017	2 CHERRY LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	018	15 VIOLET DR, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	019	17 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	020	21 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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	021	27 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	022	35 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	023	43 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	024	44 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	025	38 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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	026	32 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	027	24 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	028	1 CHERRY LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	029	9 CHERRY LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	030	15 CHERRY LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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	031	23 CHERRY LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	032	41 CHERRY LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	033	45 CHERRY LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	034	40 CHERRY LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	035	32 CHERRY LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS**

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**SCHEDULE**

LOC	BLDG	ADDRESS	APPLICABLE COVERAGES	Per Unit Deductible – Building	Per Unit Deductible – BPP in Unit
001	036	24 CHERRY LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	037	1 DAFFODIL CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	038	12 DAFFODIL CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	039	6 DAFFODIL CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	040	2 DAFFODIL CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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**SCHEDULE**

LOC	BLDG	ADDRESS	APPLICABLE COVERAGES	Per Unit Deductible – Building	Per Unit Deductible – BPP in Unit
001	041	49 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	042	55 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	043	60 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	044	54 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	045	48 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS**

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**SCHEDULE**

LOC	BLDG	ADDRESS	APPLICABLE COVERAGES	Per Unit Deductible – Building	Per Unit Deductible – BPP in Unit
001	046	64 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	047	64 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	048	56 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	049	50 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	050	46 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS**

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**SCHEDULE**

LOC	BLDG	ADDRESS	APPLICABLE COVERAGES	Per Unit Deductible – Building	Per Unit Deductible – BPP in Unit
001	051	40 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	052	34 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	053	28 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	054	20 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	055	14 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS**

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**SCHEDULE**

LOC	BLDG	ADDRESS	APPLICABLE COVERAGES	Per Unit Deductible – Building	Per Unit Deductible – BPP in Unit
001	056	10 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	057	2 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	058	9 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	059	17 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	060	25 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS**

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**SCHEDULE**

LOC	BLDG	ADDRESS	APPLICABLE COVERAGES	Per Unit Deductible – Building	Per Unit Deductible – BPP in Unit
001	061	57 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	062	19 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	063	23 TULIP CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	064	27 DAFFODIL CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	065	35 DAFFODIL CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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**SCHEDULE**

LOC	BLDG	ADDRESS	APPLICABLE COVERAGES	Per Unit Deductible – Building	Per Unit Deductible – BPP in Unit
001	066	32 DAFFODIL CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	067	24 DAFFODIL CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	068	20 DAFFODIL CT, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	069	69 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	070	73 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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**SCHEDULE**

LOC	BLDG	ADDRESS	APPLICABLE COVERAGES	Per Unit Deductible – Building	Per Unit Deductible – BPP in Unit
001	071	68 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	072	79 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	073	76 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	074	84 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	075	92 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		

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**SCHEDULE**

LOC	BLDG	ADDRESS	APPLICABLE COVERAGES	Per Unit Deductible – Building	Per Unit Deductible – BPP in Unit
001	076	76 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	077	95 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" Interior Water Damage"		
001	078	87 BUTTERCUP LN, GRAFTON, MA 01519	" Water Damage"		
			" Sewer Back-Up" and/or " Underground Water"		
			Sprinkler Leakage		
			" Ice Damming"	\$10,000	
			" 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"		

## 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.**

## **MASSACHUSETTS – FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION AND LIMITATIONS**

This endorsement modifies insurance provided under the following:

### CAUSES OF LOSS – SPECIAL FORM

**A.** Exclusion **B.1.h.** is replaced by the following exclusion:

**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 Covered Cause of Loss, we will pay for the loss or damage caused by that Covered 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.

**B.** The **Additional Coverage – Limited Coverage For 'Fungus', Wet Rot, Dry Rot And Bacteria** is replaced by the following:

1. The coverage described in **B.2.** and **B.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 Covered 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 **B.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 Covered 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 the Causes Of Loss – Special Form or under the Additional Coverage – Collapse in that Form.
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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT - MAINTENANCE OF HEAT  
OR WINTERIZATION REQUIREMENT**

This endorsement modifies insurance provided under the following:

**CAUSES OF LOSS – SPECIAL FORM**

**AMENDMENT TO EXCLUSIONS - CAUSES OF LOSS - SPECIAL FORM**

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

**MAINTENANCE OF HEAT OR WINTERIZATION REQUIREMENT**

The following replaces paragraph **2.g.** under **B. Exclusions**:

**2.** We will not pay for loss or damage caused or resulting from any of the following:

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,

(1) unless you maintain and repair the plumbing, heating, air conditioning, or other equipment, and you fail to exercise due diligence to:

(a) Maintain adequate heat in the building, structure (including any appurtenant structures insured under your policy), and the units within the building or structure (including any appurtenant structures insured under your policy) in which Covered Property is located;

(b) Drain, prepare, and shut off the supply of water or steam to appliances, equipment, and associated piping of the system containing water or steam, if adequate heat is not maintained; or

(c) Adequately protect the system or systems supplying water or steam through the application of antifreeze or other chemical additive;

or

(2) unless the occupier of a unit within the building or structure (including any appurtenant structures insured under your policy) maintains and repairs the plumbing, heating, air conditioning, or other equipment in the unit, and you fail to exercise due diligence over the occupier of the unit to:

(a) Maintain adequate heat in the unit in which Covered Property is located;

(b) Drain, prepare, and shut off the supply of water or steam to appliances, equipment, and associated piping of the system containing water or steam, if adequate heat is not maintained; or

(c) Adequately protect the system or systems supplying water or steam through the application of antifreeze or other chemical additive.

If the applicable condition g. (1) above is not met, such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

If the applicable condition g. (2) above is not met, such loss or damage to the unit, or to Covered Property within the unit, is excluded, regardless of any other cause or event that contributes concurrently or in any sequence to the loss. We will pay for resulting damage to the building or structure (including any appurtenant structures insured under your policy) and to Covered Property within any units not occupied by such occupier and that is not otherwise excluded.

All other terms and conditions remain unchanged.

# 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.**

## MASSACHUSETTS CHANGES - CONDOMINIUMS

This endorsement modifies insurance provided under the following:

CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM ASSOCIATION CHANGES - STANDARD PROPERTY POLICY

### SCHEDULE

#### Insurance Trustee

HILLTOP FARMS CONDOMINIUM  
TRUST

#### Condominium

HILLTOP FARMS CONDOMINIUM  
.

- A. When this endorsement is attached to Condominium Association Changes - Standard Property Policy **CP 17 99** the term Coverage Part in this endorsement is replaced by the term Policy.
- B. The following is added to the **Loss Payment Loss Condition:**
  - 1. The mortgageholder appoints an insurance trustee for the owners or co-owners of the condominium as shown in the Schedule or in the Declarations. This insurance trustee will:
    - a. Serve as "Agent with Power of Attorney as principal" as respects the Cancellation Common Policy Condition; and
    - b. Act on all matters dealing with loss or damage to buildings or structures covered under this Coverage Part.
  - 2. This appointment includes the right to:
    - a. Receive loss payment due to the mortgageholder; and
    - b. Execute a full release on the mortgageholder's behalf.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MASSACHUSETTS CHANGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

**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.** If loss or damage is caused by fire or lightning, the **Vacancy** Loss Condition is replaced by the following:

#### **VACANCY OR UNOCCUPANCY**

If the building where loss or damage occurs, whether intended for occupancy by owner or tenant, has been vacant or unoccupied for more than:

1. 60 consecutive days for residential premises of 3 units or less; or
2. 30 consecutive days for all other premises;

immediately before that loss or damage, we will not pay for the loss or damage.

A building is vacant when it does not contain enough business personal property to conduct customary operations.

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

We will pay for covered loss of or damage to real estate to each mortgageholder shown in the Declarations, or in an attached schedule, in the order of precedence, as interests may appear.

**D.** Paragraph **3.d.** of the **Replacement Cost** Optional Coverage is replaced by the following:

- 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:
    - (a)** On the described premises; or
    - (b)** At some other location in the Commonwealth of Massachusetts; and
  - (2)** Unless the repairs or replacement are made within a reasonable time, but no more than 2 years after the loss or damage.

With respect to tenants' improvements and betterments, if covered, the following also apply:

- (3)** If the conditions in **d.(1)** and **d.(2)** above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Condition of the applicable Coverage Form; and
- (4)** We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.

**E.** The following provisions are added:

1. In spite of any provision of any general or special law:
  - a.** We will not pay for loss or damage to real property caused by any Covered Cause of Loss if the amount of loss is \$5,000 or more unless you first submit to us a certificate of municipal liens from the collector of taxes of the city or town where the property is located.
  - b.** We will pay to the city or town any amount outstanding on the certificate of municipal liens arising from the provisions of Massachusetts General Law Chapters 40, 59, 60, 80, 83 and 164, Sections 58B through 58F.

The payment will not exceed the amount of loss payable under this Coverage Part.

We will send you and the mortgageholder proof of our payment to the city or town.

- c.** The claim of the city or town will have priority over the claim of any mortgageholder, assignee, you or any other interested party, except where otherwise provided by the laws of the United States.

d. We will not be liable to any city, town, mortgageholder, assignee, you or any other interested party for:

- (1) Amounts paid to a city or town; or
- (2) Amounts not paid to a city or town based upon a certificate showing that no municipal liens exist.

e. Paragraphs 1.a., 1.b., 1.c., and 1.d. above will not apply to any owner-occupied one-to four-family dwelling if the owner of the dwelling lived there when the claim for loss or damage arose.

2. We will not pay any claim for:

- a. Loss, damage or destruction of \$1,000 or more to a building or structure; or
- b. Loss, damage or destruction, of any amount, that causes a building or structure to become:
  - (1) Dangerous to life or limb; or
  - (2) Unused, uninhabited or abandoned and open to the weather;

as provided under Massachusetts General Law, Section 6 of Chapter 143;

without giving at least 10 days' written notice before such payment to:

- c. The Building Commissioner or the appointed Inspector of Buildings; and
- d. The Board of Health or the Board of Selectmen of the city or town where the property is located.

3. If at any time before our payment, the city or town notifies us by certified mail of its intent to begin proceedings designed to perfect a lien under Massachusetts General Law:

- a. Chapter 143, Section 3A or 9; or
- b. Chapter 111, Section 127B;

we will not pay while the proceedings are pending. The proceedings must be started within 30 days after we receive the notice.

Any lien perfected under the Massachusetts General Laws referred to in 3.a. and 3.b. above will extend to the city or town and may be enforced by it against the proceeds of this policy.

4. We will not be liable to any city, town, mortgageholder, assignee, you or any other interested party for:

- a. Amounts paid to a city or town; or
- b. Amounts not paid to a city or town; under Provisions 2. and 3. above.

F. The following condition is added and supersedes any provisions to the contrary:

#### **NONRENEWAL**

This provision applies to coverage on real property which is used predominantly for residential purposes and consists of not more than four dwelling units, and to coverage on personal property of a person residing in such real property:

- 1. Ordinarily we will renew this policy automatically and send you the renewal notice. Our notice will explain what you should do if you do not want to continue this policy.
- 2. We may elect not to renew this policy. We may do so by delivering to you or mailing to you at your last mailing address shown in the Declarations, written notice of nonrenewal, accompanied by the specific reasons for nonrenewal, at least 45 days before the expiration date of this policy. However, if your policy was executed on behalf of us, in whole or in part, by or on behalf of your insurance agent or our insurance broker, we will send such written notice only to the agent or broker. Every insurance agent or broker receiving this notice is required to, within 15 days of its receipt, send a copy to you unless the agent or broker has replaced the insurance.

G. The following is added:

### STANDARD FIRE POLICY PROVISIONS

Your policy contains Legal Action Against Us, Appraisal and Cancellation Provisions. Massachusetts law requires that the Suit, Appraisal and Cancellation Provisions of the Massachusetts Standard Fire Policy supersede any similar provisions contained in your policy. Therefore, all Legal Action Against Us, Appraisal and Cancellation Provisions contained in your policy are void. The Suit, Appraisal and Cancellation Provisions of the Massachusetts Standard Fire Policy shall apply instead.

In consideration of the Provisions and Stipulations Herein or Added Hereto and of the Premium Specified in the Declarations, this company, for the term of years specified in the Declarations from inception date (At 12:01 A.M. Standard Time) to expiration date (At 12:01 A.M. Standard Time) at location of property involved, to an amount not exceeding the amount(s) specified in the Declarations, does insure the Insured named in the Declarations and legal representatives, to the extent of the actual cash value of the property at the time of loss, but in no event for more than the interest of the insured, against all Loss By Fire, Lightning And By Removal From Premises Endangered By The Perils Insured Against In This Policy, Except As Hereinafter Provided, to the property described in the Declarations while located or contained as described in this policy or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

**Concealment  
Fraud**

This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

**Uninsurable  
And Excepted  
Property**

This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

**Perils Not  
Included**

This Company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that such fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in the neighboring premises; (j) nor shall this company be liable for loss by theft.

**Other  
Insurance**

Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

**Conditions  
Suspending Or  
Restricting  
Insurance**

Unless otherwise provided in writing added hereto this company shall not be liable for loss occurring **(a)** while the hazard is increased by any means within the control or knowledge of the insured; or **(b)** while the described premises, whether intended

for occupancy by owner or tenant, are vacant or unoccupied beyond a period of sixty consecutive days, for residential premises of three units or less and thirty (30) consecutive days for all other premises, or **(c)** as a result of explosion or riot, unless fire ensue, and in that event for loss by fire only.

**Other Perils  
Or Subjects**

Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

**Added  
Provisions**

The extent of the application of insurance under this policy and of the contribution to be made by this company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy is subject to change.

**Waiver  
Provisions**

No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this company relating to appraisal or to any examination provided for herein.

**Cancellation  
Of Policy**

This policy shall be cancelled at any time at the request of the insured, in which case this company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be cancelled at any time by this company by giving to the insured a five days written notice of cancellation, and to the mortgagee to whom this policy is payable twenty days written notice of cancellation except where the stated reason for cancellation is nonpayment of premium where, in such instance, this policy may be cancelled at any time by this company by giving to the insured a ten days written notice of cancellation, and the mortgagee a twenty days written notice of cancellation, with or without tender of the excess paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand and shall state or be accompanied by a statement of the specific reason or reasons for such cancellation. After this policy has been in effect for sixty days, or after sixty days from any anniversary date, no notice of cancellation shall be effective unless it is based on the occurrence, after the effective date of the policy, of one or more of the following: **(1)** nonpayment of premium; **(2)** conviction of a crime arising out of acts increasing the hazard insured against; **(3)** discovery of fraud or material misrepresentation by the insured in obtaining the policy; **(4)** discovery of willful or reckless acts or omissions by the insured increasing the hazard insured against; **(5)** physical changes in the property insured which result in the property becoming uninsurable; or **(6)** a determination by the commissioner that continuation of the policy would violate or place the insurer in violation of the law. Where the stated reason is nonpayment of premium, the insured may continue the coverage and avoid the effect of the cancellation by payment at any time prior to the effective date of cancellation.

**Mortgagee  
Interests And  
Obligations**

Notwithstanding any other provisions of this policy, if this policy shall be made payable to a mortgagee of the covered real estate, no act or default of any person other than such mortgagee or his agent or those claiming under him, whether the same occurs before or during the term of this policy, shall render this policy void as to such mortgagee nor affect such mortgagee's right to recover in case of loss on such real estate; provided, that the mortgagee shall on demand pay according to the established scale of rate for any increase of risk not paid for by the insured; and whenever this company shall be liable to a mortgagee for any sum for loss under this policy for which no liability exists as to the mortgagor, or owner, and this company shall elect by itself, or with others, to pay the mortgagee the full amount secured by such mortgage, then the mortgagee shall assign and transfer to the company interested, upon such payment, the said mortgage together with the note and debt thereby secured.

**Pro Rata  
Liability**

This company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved.

**Requirements  
In Case Loss  
Occurs**

The insured shall give immediate written notice to this company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed and damaged property, showing in detail the quantity, description, actual cash value and amount of loss claimed; and the insured shall forthwith render to this company a signed, sworn statement in proof of loss which sets forth to the best knowledge and belief of the insured the following: the time and cause of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupancy, location, possession or exposures of said property, since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and detailed estimates for repair of the damage. The insured, as often as may be reasonably required, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made.

**When Loss Payable**

In case of any loss or damage, the company within thirty days after the insured shall have submitted a statement, as provided in the preceding clause, shall either pay the amount for which it shall be liable, which amount if not agreed upon shall be ascertained by award of referees as hereinafter provided, or replace the property with other of the same kind and goodness, or it may, within fifteen days after such statement is submitted, notify the insured of its intention to rebuild or repair the premises, or any portion thereof separately covered by this policy, and shall thereupon enter upon said premises and proceed to rebuild or repair the same with reasonable expedition. It is moreover understood that there can be no abandonment of the property described to the company, and that the company shall not in any case be liable for more than the sum insured, with interest thereon from the time when the loss shall become payable, as provided above. The company shall be liable for the payment of interest to the insured at a rate of one percent over the prime interest rate on the agreed figure commencing thirty days after the date an executed proof of loss for such figure is received by the company, said interest to continue so long as the claim remains unpaid.

**Appraisal**

In case of loss under this policy and a failure of the parties to agree as to the amount of loss, it is mutually agreed that the amount of such loss shall be referred to three disinterested men, the company and the insured each choosing one out of three persons to be named by the other, and the third being selected by the two so chosen, and the award in writing by a majority of the referees shall be conclusive and final upon the parties as to the amount of loss or damage, and such reference, unless waived by the parties, shall be a condition precedent to any right of action in law or equity to recover for such loss; but no person shall be chosen or act as a referee, against the objection of either party, who has acted in a like capacity within four months.

**Suit**

No suit or action against this company for the recovery of any claim by virtue of this policy shall be sustained in any court of law or equity in this commonwealth unless commenced within two years from the time the loss occurred; provided, however, that if, within said two years, in accordance with the provisions of the preceding paragraph, the amount of the loss shall have been referred to arbitration after failure of the parties to agree thereon, the limitation of time for bringing such suit or action shall in no event be less than ninety days after a valid award has been made upon such reference or after such reference or award has been expressly waived by the parties. If suit or action upon this policy is enjoined or abated, suit or action may be commenced at any time within one year after the dissolution of such injunction, or the abatement of such suit or action, to the same extent as would be possible if there was no limitation of time provided herein for the bringing of such suit or action.

**Subrogation**

This company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this company.

## 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.

**GENERAL LIABILITY DECLARATIONS  
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		<b>EFFECTIVE</b> DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER
FORM OF BUSINESS: <b>TRUST</b>			
TYPE OF POLICY <b>OCCURRENCE</b>			
LOCATION OF ALL PREMISES YOU OWN/RENT/OCCUPY THAT WE INSURE UNDER THIS POLICY <b>SEE DESIGNATION OF PREMISES SCHEDULE</b>			
THESE DECLARATIONS ARE COMPLETED ON THE ATTACHED COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE(S).			
<b>LIMITS OF INSURANCE</b>			
<b>COVERAGE</b>		<b>LIMIT OF LIABILITY</b>	
<b>AGGREGATE LIMITS OF LIABILITY</b>		Products/Completed Operations Aggregate	
		Products/Completed Operations are subject to the General Aggregate Limit.	
		\$ 2,000,000	General Aggregate
<b>COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY</b>		\$ 1,000,000	any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
<b>DAMAGE TO PREMISES RENTED TO YOU</b>		\$ 100,000	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
<b>COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY</b>		\$ 1,000,000	any one person or organization subject to the General Aggregate Limits of Liability
<b>COVERAGE C - MEDICAL PAYMENTS</b>		\$ 5,000	any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability
ENDORSEMENTS ATTACHED TO THIS COVERAGE FORM: <b>SEE SCHEDULE OF FORMS AND ENDORSEMENTS</b>			
TAX OR SURCHARGE: \$			
<b>TOTAL</b> ANNUAL PREMIUM - THIS COVERAGE PART INCLUDING ANY LIQUOR LIABILITY AND OWNERS & CONTRACTORS:		PREMISES/OPER \$ <b>6,116</b>	PROD/CP/OPER \$
<b>THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III - LIMITS OF INSURANCE FOR DETAILS.</b>			

GNY 020 (11/04)

**COMMERCIAL GENERAL LIABILITY  
COMMERCIAL GENERAL COVERAGE PART SCHEDULE**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/001</b>	EXPOSURE <b>258</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>23.045</b>	<b>5,946.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>69999</b>	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION	EXPOSURE <b>5</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>EMPLOYERS PRACTICES LIABILITY</b>			<b>50.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
CLASS CODE <b>44444</b>	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION	EXPOSURE <b>5</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>IDENTITY RECOVERY</b>			<b>25.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	

**COMMERCIAL GENERAL LIABILITY  
COMMERCIAL GENERAL COVERAGE PART SCHEDULE**

THIS POLICY IS ISSUED BY THE  
**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>12-29-14</b>	POLICY NUMBER <b>8120D35443</b> ENDORSEMENT NUMBER	
CLASS CODE	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION	EXPOSURE	RATE	PREMIUM	
CLASS DESCRIPTION <b>THIRD PARTY EPLI</b>			<b>15.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
CLASS CODE	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION	EXPOSURE	RATE	PREMIUM	
CLASS DESCRIPTION				
		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.**

## **MASSACHUSETTS CHANGES – LEAD POISONING ENDORSEMENT**

This endorsement provides Insurance in accordance with Massachusetts Insurance Regulations.

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** For the "common areas" of each building

- a. Constructed prior to 1978; and
- b. Listed in the Declarations of this policy; and
- c. For which you have either a "Letter of Interim Control" or a "Letter of Compliance";

we will provide "bodily injury" coverage under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) for liability arising out of an "occurrence" of lead poisoning as follows:

This insurance applies to "bodily injury" which occurs during the policy period and arises out of lead poisoning from lead in covered "common areas" for which one of the following applies:

1. A "Letter of Interim Control" or a "Letter of Compliance" is in effect at the time the "bodily injury" occurs; or
2. The "bodily injury" occurs within 14 days after you or your managing agent have been notified by an authorized lead inspector that the "common areas" are not in conformance with an already existing emergency lead-management plan and the "Letter of Interim Control"; or
3. The "bodily injury" occurs during any extension of the 14-day period described in paragraph 2. above, as granted by a lead-poisoning control director, local code enforcement agency or board of health, or by judicial order; except that no coverage is provided for "bodily injury" for which you are strictly liable under the Massachusetts Lead Law.

This insurance does not apply to "bodily injury" that is the result of your gross or willful negligence.

Subject to the General Aggregate Limit shown in the Declarations of this policy, the most we will pay for all "bodily injury" arising out of any one "occurrence" of lead poisoning shall not exceed the Each Occurrence Limit shown in the Declarations.

For the "common areas" for which you obtain a

- a) "Letter of Interim Control"; or
- b) A "Letter of Compliance,"

during the policy period, you must, as soon as practicable, notify us and provide a copy of the letter. Coverage for such "common areas" shall take effect on the date the letter becomes applicable to the newly complying "common areas."

**B.** For the "common areas" of each building that

- a. Was constructed prior to 1978; and
- b. For which you do not have a "Letter of Interim Control" or a "Letter of Compliance",

the insurance under this policy does not apply to "bodily injury" arising out of lead poisoning from lead in such "common areas" unless you have separately purchased lead-poisoning coverage for these "common areas" under endorsement GNY 22 84 that is attached to this policy.

**C.** If you are a new owner of a premises constructed prior to 1978 that is covered under this policy, and you bring such premises into conformance with the Massachusetts Lead Law within 90 days from taking title, the coverage described in paragraph **A.** of this endorsement applies. Coverage for this period shall apply to all conforming "common areas" from the date you took title to the premises or from the inception date of this policy, whichever is later.

**D.** For the purposes of this endorsement, the DEFINITIONS Section is amended by the addition of the following:

1. "Letter of Compliance" means a
  - a. Letter of Lead Abatement Compliance; or
  - b. Its equivalent,  
issued by a licensed governmental or private lead inspector in accordance with applicable laws and Department of Public Health regulations on lead-poisoning prevention and control. A "Letter of Interim Control" is not a "Letter of Compliance."

2. "Letter of Interim Control" means a letter, other than a "Letter of Compliance", which has been issued by a licensed lead inspector:
    - a. In accordance with the applicable laws and the Department of Public Health regulations on lead prevention and control; and
    - b. In connection with an emergency lead-management plan which has been established to address an urgent lead-paint hazard until a "Letter of Compliance" is obtained.
  3. "Common areas" means the common areas of a residential cooperative or condominium building, including its exterior surfaces and fixtures.
- E.** This policy does not cover "bodily injury" arising from lead in any part of any premises constructed prior to 1978, other than "common areas" covered for lead poisoning under this endorsement or under Endorsement GNY 22 84.

# 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.

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.

## 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.**

## **CHANGES IN GENERAL LIABILITY FORMS FOR COMMERCIAL PACKAGE POLICIES**

This endorsement modifies insurances provided under the following:

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE  
COMPREHENSIVE GENERAL LIABILITY INSURANCE  
CONTRACTUAL LIABILITY INSURANCE  
DRUGGISTS LIABILITY INSURANCE  
ELEVATOR COLLISION INSURANCE  
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE  
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE  
PREMISES MEDICAL PAYMENTS INSURANCE  
SPECIAL MULTI-PERIL POLICY LIABILITY INSURANCE  
STOREKEEPERS INSURANCE

- A.** Whenever the term "policy" is used in any form listed above or in the declarations or any related endorsement, it is changed to "coverage part."
- B.** The Common Policy Declarations (other than any references to premiums) and the Common Policy Conditions do not apply).
- C.** With respect to the Special Multi-Peril Policy Conditions and Definitions Form attached to this policy:
  - 1.** The General Conditions, Conditions Applicable to Section II and Definitions Applicable to Section II apply only to the Commercial General Liability Coverage Part;
  - 2.** The Conditions Applicable to Section I do not apply to any part of this policy; and
  - 3.** The Cancellation condition is replaced by the following:

Cancellation. This policy may be cancelled by the "named insured" by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the "named insured" at the address shown in this policy, written notice stating when not less than thirty days thereafter such cancellation shall be effective; provided that in the event of nonpayment of premium, such notice shall state when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the "named insured" or by the company shall be equivalent to mailing.

If the "named insured" cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

**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.**

**LIMITATION OF COVERAGE TO DESIGNATED  
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Premises:**

SEE GNY 002 (06/91)

**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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND 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:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured 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; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
- (i) 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

- (ii) 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".

# **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 # 8120D35443  
Policy Period: 12-29-2014 to 12-29-2015

## 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.**

**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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## THIRD PARTY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART

In consideration of an additional premium, it is hereby understood and agreed that the Employment Practices Liability Insurance Coverage Part is amended as follows:

1. **SECTION I - WHAT IS COVERED, A. Insuring Agreement**, paragraph 1., is deleted in its entirety and replaced by the following:

We shall pay those "losses" arising out of an "insured's" "wrongful employment act" against your "employees", "recognized volunteers", applicants for employment, customers, vendors, clients, or others 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 Employment Practices Liability Coverage Part.

2. **SECTION VII - DEFINITIONS**, paragraph Q. "Wrongful employment act" is deleted in its entirety and replaced with the following:

**Q.** "Wrongful employment act" against your "employees", "recognized volunteers", and applicants for employment" 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 misrepresentations 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;

"Wrongful employment act" against your customers, vendors, clients, or others, whether individually or as a class or group, " shall mean only any actual or alleged discrimination or sexual harassment, or violation of an individual's civil rights relating to such discrimination or sexual harassment whether direct, indirect, intentional or unintentional.

3. All other terms, conditions and exclusions shall remain unchanged.

**MASSACHUSETTS COMMERCIAL EMPLOYMENT PRACTICES  
LIABILITY INSURANCE COVERAGE PART  
SUPPLEMENTAL DECLARATIONS – STRATHMORE**

STRATHMORE INSURANCE COMPANY

Policy Number: 8120D35443

Agent #: 0030187

Account Number: 20D3544314

Named Insured: HILLTOP FARMS CONDOMINIUM

**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.

<b>EPL Coverage Period:</b>	From: 12-29-2014 To: 12-29-2015	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy
<b>EPL Aggregate Limit of Liability:</b>	\$ 100,000	Aggregate for all "loss" combined, including "defense costs".
<b>EPL Deductible Amount:</b>	\$ 10,000	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts".
<b>EPL Original Inception Date:</b>	12-29-2014	(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.

<b>EPL COVERAGE PREMIUM:</b>	\$ 50
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<b>THIS IS A CLAIMS-MADE AND REPORTED COVERAGE PART.</b>
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## **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART**

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 Supplemental Declarations of this EPL Coverage Part 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.

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### **SECTION I. WHAT IS COVERED**

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#### **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 Clause 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.

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## SECTION II. EXCLUSIONS—WHAT IS NOT COVERED

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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 of 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 Supplemental Declarations of this EPL Coverage Part, 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.

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**SECTION III. WHO IS AN INSURED**

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**A. Individual**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Part 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 Supplemental Declarations of this EPL Coverage Part 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 Supplemental Declarations of this EPL Coverage Part 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.

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**SECTION IV. LIMIT OF LIABILITY  
(including "defense costs")**

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- A.** The Aggregate EPL Limit of Liability shown in the Supplemental Declarations of this EPL Coverage Part 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" or Extended Reporting Period (if applicable), 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.** The Aggregate EPL Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to the Aggregate EPL Limit of Liability for 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, Clause D(3) and (4) is considered made during the "EPL coverage period" or Extended Reporting Period shall also be subject to the one Aggregate EPL Limit of Liability stated in the Supplemental Declarations of this EPL Coverage Part.

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## SECTION V. DEDUCTIBLE

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"You" shall be responsible for the deductible amount shown in the Supplemental Declarations of this EPL Coverage Part 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.

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## SECTION VI. CONDITIONS

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"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 Clause 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" 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. Solely with respect to this EPL Coverage Part and except as indicated below, if "you" shall cancel or "we" shall cancel for any reason other than for non-payment of premium, or "you" or "we" shall refuse to renew this EPL Coverage Part, "you" shall have the right, upon payment of an additional premium of 100% 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 the cancellation or nonrenewal, 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.

To obtain an Extended Reporting Period Endorsement, "you" must request it in writing and pay the additional premium due, within thirty (30) days of the effective date of cancellation or non-renewal.

2. 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.
3. 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.
4. This Clause F and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.
5. In the event of a "Transaction", as defined in Clause 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 Clause F of this EPL Coverage Part.

"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. 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 Supplemental Declarations of this EPL Coverage Part 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.

## K. 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".

## L. 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 Supplemental Declarations of this EPL Coverage Part 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.

## M. 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.

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## SECTION VII. DEFINITIONS

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- 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.

neration, 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 Supplemental Declarations page of this EPL Coverage Part.
- H. "Original inception date" refers to the date specified in the Supplemental Declarations of this EPL Coverage Part.
- I. "EPL coverage period" means the period commencing on the effective date shown in the Supplemental Declarations of this EPL Coverage Part. 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, regula-

tions 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**

<b>SCHEDULE</b>	
<b>GENERAL LIABILITY COVERAGE</b>	<b>LIMIT OF INSURANCE</b> (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)
Damage To Premises Rented To You	<b>\$1,000,000</b>
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 RESTAURANTS 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.

**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.

**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 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:

- 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

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. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
  - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
    - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
1. "Terrorism" means activities against persons, organizations or property of any nature:
    - a. That involve the following or preparation for the following:
      - (1) Use or threat of force or violence; or
      - (2) Commission or threat of a dangerous act; or
      - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
    - b. When one or both of the following applies:
      - (1) 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
      - (2) 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.
  2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy 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 or Policy.
- C. The following exclusion is added:
- EXCLUSION OF TERRORISM**
- We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**
1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
  2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
  3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
  5. 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
  6. 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.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold 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 this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

**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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