

GP PLUMBING, LLC  
2340 E Omega Dr  
San Tan Valley, AZ 85143-4621





**BUSINESSOWNER'S POLICY DECLARATIONS**

Issued: 01/02/2019

**AmGUARD Insurance Company  
A Stock Company**

**Policy No.:**  
GPBP905749

**Renewal of:** NEW

**POLICY INFORMATION PAGE**

**[1] Named Insured and Mailing Address**

GP PLUMBING, LLC  
2340 E Omega Dr  
San Tan Valley, AZ 85143

**[2] Agency**

INSURANCE CONCEPTS & RISK MANAGEMENT LLC  
7585 E Redfield Rd  
Ste 107  
Scottsdale, AZ 85260

**[3] Policy Period**

From December 21, 2018 to December 21, 2019, 12:01 AM, standard time at the insured's mailing address.

**[4] Description of Business**

Plumbing, Heating, and Air-Conditioning Contractors

**[5] Coverage**

This policy consists of the Coverage Forms listed on the **Schedule of Forms and Endorsements (IIT SF 01 05)**.

**[6] Premium**

The premium shown below may be subject to adjustment.

Certified Acts of Terrorism	\$9.00
TOTAL POLICY PREMIUM	\$2,673.00
TOTAL PAYABLE	\$2,673.00

**[7] Payment of Premium**

In return for your payment of premium, and subject to all terms of this policy, we agree with you to provide insurance as stated in this policy.



Issued: 01/02/2019

Policy No.: GPBP905749

Effective Date: 12/21/2018

**SECTION I – PROPERTY COVERAGES AND LIMITS OF INSURANCE**

Property Deductible: \$500  
Classification: 75781 - Plumbing (Office)

**Awnings Coverage**

Limit	\$2,500
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**Liability**

IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
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Limit	Included
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# of Officers/Members	1
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Full Time Employee Payroll	\$50,000
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Part Time Employee Payroll	\$0
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**Accounts Receivable**

On-Premises Limit	\$25,000
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Off-Premises Limit	25,000
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**Debris Removal**

Limit	25%/\$10,000
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**Ordinance or Law - Increased Cost Of Construction**

Limit	\$10,000
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**Outdoor Property**

Limit	\$10,000
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**Outdoor Signs - Optional Coverage**

Limit	\$5,000
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**Valuable Papers and Records**

On-Premises Limit	\$25,000
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Off-Premises Limit	\$25,000
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**SECTION II – LIABILITY COVERAGES AND LIMITS OF INSURANCE**

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II – Liability in the Businessowners Coverage form and any attached endorsements.

<u>Coverage</u>	<u>Limits of Insurance</u>
Liability and Medical Expenses - Each Occurrence	\$1,000,000
General Aggregate (Other than Products and Completed Operations)	\$2,000,000
Personal & Advertising Injury	Included
Products & Completed Operations Aggregate	\$2,000,000
Medical Expenses (Each Person)	\$5,000
Liability Property Damage Deductible	\$500
Liability Property Damage Deductible Type	Per Occurrence
Liability Deductible - Bodily Injury	None

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**POLICY WIDE COVERAGES AND LIMITS OF INSURANCE**

**Appurtenant Structures**

Limit \$50,000 combined Building/BPP

**Business Income & Extra Expense**

Limit Actual Loss Sustained up to 12 Months

**Contractors' Installation, Tools and Equipment Coverage**

Property at Covered Job Sites - Base Limit (unless increased limits are chosen) 3,000/9,000

Check here to select Property at Covered Job Sites - Increased Limits Yes

Property at Covered Job Sites - Increased Limits \$5,000/\$15,000

Property in Transit \$5,000

Property at a Temporary Storage Location \$5,000

Any One Tool Sublimit \$500

Blanket Tools - Base Limit (unless increased limit chosen) 3,000

**Damage To Premises Rented To You**

Limit \$50,000

**Electronic Data**

Limit \$10,000

**Employee Dishonesty**

Limit \$10,000

**Fire Extinguisher Systems Recharge Expense**

Limit \$5,000

**Forgery or Alteration**

Limit \$10,000

**Glass Expense**

Limit Actual Loss Sustained

**Hired Automobile**

Limit Included in Liability Limit

**Interruption of Computer Operations**

Limit \$10,000

**Money Orders and "Counterfeit Money"**

Limit \$1,000

**Newly Acquired Or Constructed Property - Buildings**

Limit 25% of Building Limit/Not more than \$500,000/Bldg

**Newly Acquired Or Constructed Property - Business Personal Property**

Limit \$250,000

**Non-owned Automobile**

Exposure Without Delivery Service

**Personal Effects**

Limit \$5,000

**Personal Property Off Premises**

Limit \$10,000

**Pollutant Clean Up and Removal**

Limit \$10,000

**Preservation of Property**

Limit Within 30 Days

**Terrorism**

Certified Acts Include Coverage

**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/02/2019

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**BUSINESSOWNERS POLICY  
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**SCHEDULE OF FORMS AND ENDORSEMENTS**

<b><u>Form Number</u></b>	<b><u>Title</u></b>
IIT DS 01 05	Businessowners Policy Declarations
BP 00 03 01 10	Businessowners Coverage Form
BP IN 01 01 10	Businessowners Coverage Form Index
END SCHD	Schedule Of Forms And Endorsements
IL 99 00 08 13	Authorization and Attestation
IL P 001 01 04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholder
PRIV POL	Privacy Policy
BP 99 AZ 01 18	AZ Policy Customizations
BP 01 38 12 14	Arizona Changes
BP 04 04 01 10	Hired Auto And Non-owned Auto Liability
BP 04 17 01 10	Employment - Related Practices Exclusion
BP 05 01 07 02	Calculation Of Premium
BP 05 15 01 15	Disclosure Pursuant To Terrorism Risk Insurance Act
BP 05 23 01 15	Cap On Losses From Certified Acts Of Terrorism
BP 05 38 01 15	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism
BP 05 42 01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
BP 07 04 01 06	Business Liability Coverage - Property Damage Liability Deductible (Per Occurrence Basis)
BP 14 08 01 10	Exclusion - Exterior Insulation and Finish Systems Endorsement
BP 15 04 05 14	Exclusion – Access or Disclosure of Confidential or Personal Information and Data-related Liability - With Limited Bodily Injury Exception
BP 99 128 05 15	Contractors Installation, Tools And Equipment Coverage
BP 99 188 06 16	Deductible Endorsement - Property
BP 99 55 01 12	Prior Work Exclusion
BP 99 73 04 13	Anti-Stacking - Multiple Policy Periods



**THIS ENDORSEMENT AUTHORIZES THE POLICY.**

## **AUTHORIZATION AND ATTESTATION**

This endorsement authorizes the insurance contract between you and the insurance company subsidiary listed on the DECLARATIONS PAGE of your insurance policy.

In Witness Whereof, this page executes and fully attests to this policy. If required by state law, the policy shall not be valid unless countersigned by our authorized representatives.

Authorizing signatures



Michael J. Dulin  
General Counsel and Secretary



Sy Foguel, ACAS, FILAA  
Chief Executive Officer and President

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") 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 coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

# Privacy Policy

We are committed to treating and using personal financial information about you and your employees responsibly. We will not disclose nonpublic, personal information about you and your employees to anyone except as permitted or required by law.

This disclosure is made on behalf of the following and applicable affiliates:

Berkshire Hathaway GUARD Insurance Companies

AmGUARD Insurance Company

We collect nonpublic, personal information from you about you and your employees to properly maintain and service your policy. This nonpublic, personal information may come from the following sources:

- **Application Information and Other Forms.** On the application for insurance or other forms completed by you, you provide us with most of the information we need to process policies and claims.
- **Transaction Information.** We may develop information about you and your employees based on transactions and experiences you have with us, our affiliates, or others.
- **Third-Party Information.** This is information that we receive to verify or supplement your application or claims.

## Disclosing Information

In the course of conducting business and as permitted or required by law, we may share nonpublic personal information about you and your employees with our affiliated companies. We do not disclose any nonpublic, personal information about you and your employees to any nonaffiliated third parties, except for the conduct of our business or as permitted or required by law. Information may be supplied to others providing business services for us. Additionally, we may provide information for audit or research purposes or to law enforcement agencies to help us prevent fraud.

## Securing Information

We restrict access to nonpublic personal information about you and your employees to our employees who need to know the information necessary to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with applicable regulations to guard the nonpublic, personal information of you and your employees.

A Current Copy of Our Privacy Policy is Always Available at our web site.

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

## **AZ POLICY CUSTOMIZATIONS**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

The following is a summary of the coverages and limits provided by this endorsement. For complete details on specific coverages, see the applicable coverage wording. The limits of insurance stated in this endorsement apply unless higher limits are shown in the Declarations.

#### **SCHEDULE OF LIMIT CHANGES**

##### **Section I – Property**

<b><u>Coverage</u></b>	<b><u>BP 00 03 Limit</u></b>	<b><u>Revised Limit</u></b>
Accounts Receivable	\$10,000 at premises \$5,000 not at premises	\$25,000 at premises \$25,000 not at premises
Appurtenant Structures	n/a	\$50,000
Awnings	Included in Building Limit	\$2,500
Business Income Dependent Properties		
Within 1,000 feet of premises	Included in Dependent Properties	\$2,500
Civil Authority – Curfew	Included in Civil Authority	\$5,000
Employee Dishonesty	Optional	\$10,000
Forgery Or Alteration	\$2,500	\$10,000
Loss or Damage by Theft		
Jewelry, Watches, etc.	\$2,500	\$5,000
Newly Acquired Or Constructed Property		
Buildings	\$250,000	25% Buildings Limit/ \$500,000 each Building
Business Personal Property	\$100,000	\$250,000
Outdoor Property / any one tree, shrub or plant	\$2,500 / \$500	\$10,000 / \$1,000
Outdoor Signs	Optional	\$5,000
Personal Effects	\$2,500	\$5,000
Premises Boundary Increased	100 feet	1,000 feet
Valuable Papers And Records	\$10,000 at premises \$5,000 not at premises	\$25,000 at premises \$25,000 not at premises

##### **Section II – Liability**

<b><u>Coverage</u></b>	<b><u>BP 00 03 Limit</u></b>	<b><u>Revised Limit</u></b>
Supplementary Payments - Cost Of Bail Bonds	\$250	\$1,000
Supplementary Payments - Loss Of Earnings	\$250	\$500/day

Any reference in **Section I — Property** of the Businessowner's Coverage Form to within 100 feet of the described premises is amended to read within 1,000 feet of the described premises.

**Section I – Property, A.1., Covered Property** is amended as follows:

1. The following is added to Paragraph a.
  - (7) Building Glass, meaning glass that is part of a building or structure.

**Section I – Property, A.4., Limitations** is amended as follows:

1. Paragraph b.(2) is deleted.
2. Paragraph c. is deleted and replaced with the following:
  - c. For loss or damage by theft, the following types of property are covered only up to the limits shown:
    - (1) \$2,500 for furs, fur garments and garments trimmed with fur.
    - (2) \$5,000 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 \$500 or less per item.
    - (3) \$2,500 for patterns, dies, molds and forms.
3. Paragraph d. is added:
  - d. For loss or damage by any covered cause of loss, we will only pay up to \$2,500 per occurrence for awnings.

**Section I – Property, A.5., Additional Coverages** is amended as follows:

1. The following is added to Paragraph i. – **Civil Authority**:

The most we will pay for loss of Business Income or Extra Expense caused by a reduction in your normal hours of operation required to comply with an action of civil authority that imposes a curfew in the area in which the premises are located is \$5,000.
2. Paragraph k. - **Forgery Or Alteration** - Paragraph (4) is replaced with the following:
  - (4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$10,000, unless a higher Limit of Insurance is shown in the Declarations.

3. Paragraph A.5.m. **Business Income From Dependent Properties in Section I – Property** is amended as follows:

- a. Paragraph (1) is deleted and replaced with the following:
  - (1) We will pay for the actual loss of Business Income you sustain due to a direct result of physical loss or damage at the premise of a dependent property caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply to loss of Business Income incurred as a result of unfavorable business conditions or as a result of damage (other than damage at the premises of a dependent property) caused by the impact of the Covered Cause of Loss in the area where the dependent properties are located.

However, this Additional Coverage does not apply when the only loss to dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is \$5,000 unless a higher Limit of Insurance is indicated in the Declarations.

- b. Paragraph (4) is deleted and replaced with the following:
  - (4) Dependent property means property owned by others whom you depend on to:
    - (a) Deliver materials or services to you, or to others for your account. But services does not mean water, communication or power supply services;
    - (b) Accept your products or services;
    - (c) Manufacture your products for delivery to your customers under contract for sale; or
    - (d) Attract customers to your business provided such property is located within 1,000 feet of the premises described in the Declarations or is the property of the lead tenant in a shopping center or shopping mall that in-

cludes such premises. The most we will pay under this paragraph **(d)** is \$2,500.

The dependent property must be located in the coverage territory of this policy.

**Section I – Property, A.6., Coverage Extensions** is amended as follows:

1. The last paragraph in Paragraph **a. – Newly Acquired Or Constructed Property** under **(1) Buildings** is replaced with the following:

The most we will pay in any one occurrence for loss or damage under this Extension is 25% of the Limit of Insurance for Buildings shown in the Declarations, but not more than \$500,000 at each building.

2. The last paragraph in Paragraph **a. – Newly Acquired Or Constructed Property** under **(2) Business Personal Property** is replaced with the following:

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

3. The last sentence in Paragraph **b. – Personal Property Off-premises** is amended as follows:

The most we will pay for loss or damage under this Extension is \$10,000, unless a higher Limit of Insurance for Personal Property Off-premises is shown in the Declarations.

4. Paragraph **c. – Outdoor Property** is replaced with the following:

**c. Outdoor Property**

You may extend the insurance provided by :

- (1) Fences, trees, shrubs and plants, including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:

- (a) Fire;
- (b) Lightning;
- (c) Explosion;
- (d) Riot or Civil Commotion; or
- (e) Aircraft.

- (2) Radio and television antennas (including satellite dishes), including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:

- (a) Fire;
- (b) Lightning;

- (c) Windstorm (unless there is an exclusion endorsement excluding Windstorm applicable to the location where this endorsement also applies);

- (d) Ice, Snow, Sleet or Hail (with respect to Hail, unless there is an exclusion endorsement excluding Hail applicable to the location where this endorsement also applies);

- (e) Explosion;

- (f) Riot or Civil Commotion; and

- (g) Aircraft.

The most we will pay for loss or damage under this Extension is \$10,000, unless a higher Limit of Insurance for Outdoor Property is shown in the Declarations, but not more than \$1,000 for any one tree, shrub or plant.

5. Paragraph **d. – Personal Effects** is replaced with the following:

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees. This extension does not apply to:

- (1) Tools or equipment; or
- (2) Loss or damage by theft.

The most we will pay for loss or damage under this Extension is \$5,000 at each described premises.

6. Paragraph **e. – Valuable Papers And Records** Paragraph **(3)** is replaced with the following:

- (3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$25,000.

7. Paragraph **f. – Accounts Receivable** Paragraph **(2)** is replaced with the following:

- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$25,000.

8. Paragraph **f. – Accounts Receivable** Paragraph (3) is replaced with the following:

- (3) Paragraph **B. Exclusions** in **SECTION I – PROPERTY** does not apply to this Coverage Extension except for:
- (a) Paragraph **B.1.c. Governmental Action**;
  - (b) Paragraph **B.1.d. Nuclear Hazard**;
  - (c) Paragraph **B.1.f. War And Military Action**;
  - (d) Paragraph **B.2.f. Dishonesty**;
  - (e) Paragraph **B.2.g. False Pretense**;
  - (f) Paragraph **B.2.o. Electrical Disturbance**
  - (g) Paragraph **B.3.**; and
  - (h) Paragraph **B.6. Accounts Receivable Exclusion**.

9. Paragraph **g. – Appurtenant Structures** is added:

**g. Appurtenant Structures**

- (1) When there is a Building Limit of Insurance shown in the Declarations at the described premises, you may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage caused by or resulting from a Covered Cause of Loss to incidental appurtenant structures within 1,000 feet of the described premises.
- (2) When there is a Business Personal Property Limit of Insurance shown in the Declarations at the described premises, you may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage caused by or resulting from a Covered Cause of Loss to Business Personal Property within incidental appurtenant structures within 1,000 feet of the described premises.
- (3) Incidental appurtenant structures include storage buildings, carports, garages and similar structures which have not been specifically described in the Declarations.

The most we will pay for loss or damage under this Coverage Extension in any one occurrence for any combination of loss or damage to Building and Business Personal Property is \$50,000.

**Section I – Property, B. Exclusions 2.** is amended as follows:

1. Paragraph **q. Asbestos** is added:

**q. Asbestos**

Any loss, damage or expense which would not have occurred in whole or in part but for the presence of asbestos.

**Section I – Property, G. Optional Coverages** is amended as follows:

- 1. Paragraph **1. Outdoor Signs** Paragraph **d.** is replaced with the following:
- 2. The most we will pay for loss of or damage in any one occurrence is \$5,000, unless a higher Limit of Insurance for Outdoor Signs is shown in the Declarations.

**Section I – Property, G. Optional Coverages** is amended as follows:

- 1. Paragraph **3. – Employee Dishonesty** Paragraph **c.** is replaced with the following:  
The most we will pay for loss or damage in any one occurrence is \$10,000, unless a higher Limit of Insurance for Employee Dishonesty is shown in the Declarations.

**Section II – Liability, A. Coverages** is amended as follows:

- 1. Under **Business Liability** Paragraph **f., Coverage Extension – Supplementary Payments**, Paragraph (1), sections (b), (c) and (d) are replaced with the following:
  - (b) Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (c) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within our 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 \$500 a day because of time off from work.

**Section II – Liability, B. Exclusions** is amended as follows:

- 1. Under **1., Applicable To Business Liability Coverage**, Paragraph **a., Expected Or Intended Injury** is deleted and replaced with the following:
  - a. Expected Or Intended Injury**

"Bodily injury" or "property damage" (including any unexpected or unintended portion thereof) if any "bodily injury" or "property damage" was expected or intended from the standpoint of any insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. Under 1., **Applicable To Business Liability Coverage**, Paragraph j., **Professional Services (8) and (9)** are amended and **(10)** is added as follows:

**(8)** Any body piercing services (not including ear lobe piercing), tattooing and similar services;

**(9)** Services in the practice of pharmacy; and

**(10)** Computer or software design, advice or consultation, programming services including virus protection, firewall or web site design.

3. Under 1., **Applicable To Business Liability Coverage**, Paragraph k., **Damage To Property**, the following is added to the last paragraph:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

4. Under 1., **Applicable To Business Liability Coverage**, Paragraph m., **Damage To Your Work**, the following is deleted:

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.

5. Under 1., **Applicable To Business Liability Coverage**, Paragraph p. **Personal And Advertising Injury**, Paragraph **(1)** is deleted and replaced with the following:

**(1)** Caused by or at the direction of or with the consent or acquiescence of any insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";

6. Under 1., **Applicable To Business Liability Coverage**, Paragraph p., **Personal and Advertising Injury**, the following is added:

**(14)** Arising out of:

**(a)** Your placement of advertising for others on your web site or a link to or a refer-

ence to a web site or web address of others on your web site.

**(b)** Your placement of content or company brand or product information from others on your web site or on any frame or border within your web site.

**(c)** Software or programming related to your web site's design, appearance or functions.

**(15)** Arising out of discrimination, harassment or humiliation by an officer, director, member or partner of the insured.

**(16)** Arising out of representations made by you or your agents regarding the value or suitability of any securities, or the fluctuation in value or price of any stocks, bonds or other securities.

**(17)** Violation of antitrust laws, state and federal laws governing restrictions on trade, unfair competition or deceptive advertising.

7. Under 1., **Applicable To Business Liability Coverage**, Paragraph r. **Criminal Acts** is deleted and replaced with the following:

**r. Criminal Acts**

"Bodily injury", "property damage", or "personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

8. Under 1., **Applicable To Business Liability Coverage**, Paragraphs **t., u. and v.** are added as follows:

**t. Asbestos**

**(1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**(2)** Any damages, judgments, settlements, loss, costs or expenses that:

**(a)** May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the presence of asbestos;

**(b)** Arise out of any request, demand, order to statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove,



encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an asbestos presence; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effect of an asbestos presence.

**u. 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.

**v. Fungi Or Bacteria**

- (1) "Bodily Injury", "property damage" or "personal and advertising injury" 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.
- (2) 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.

**Section II – Liability, D, Liability And Medical Expenses Limits Of Insurance** is amended as follows:

- 1. Paragraph 2. is replaced with the following:
- 2. The most we will pay for the sum of all damages because of all:
  - a. "Bodily injury", "property damage" and medical expenses, arising out of any one "occurrence" including "Bodily injury" and "property damage" under the

"products-completed operations hazard"; and

- b. "Personal and advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses – Each Occurrence limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

- 2. Paragraph 4. is replaced with the following:

**4. Aggregate Limits**

Regardless of the number of occurrences and subject to the Liability and Medical Expenses-Each Occurrence limit, the most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses-Each Occurrence limit. This limit is shown in the declarations as "Products and Completed Operations Aggregate".
- b. All:
  - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - (2) Plus medical expenses;
  - (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses-Each Occurrence limit shown in the Declarations. This limit is shown in the declarations as "General Aggregate (other than Products and Completed Operations Aggregate)".

Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of Section II – Liability 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 II – Liability, E. Liability And Medical Expense General Conditions** is amended as follows:

1. Under **2., Duties In The Event Of Occurrence, Offense, Claim Or Suit**, Paragraphs **e.** and **f.** are added as follows:
  - e.** If we cover a claim or “suit” under this coverage that may also be covered by other insurance available to an additional insured, such insurance if any, shall be primary, and such additional insured must submit such claim or suit to the other insurer for defense and indemnity.
  - f.** Paragraphs **a.** and **b.** apply to you or to any additional insured only when such “occurrence,” offense, claim or suit is known to you or any additional insured or your or any additional insured’s partner, limited liability company manager, executive officer, trustee or political official if you or any additional insured is a political subdivision or agency. This Paragraph **f.** applies separately to you and any additional insured.
  
2. Paragraph **5. Representations** is added as follows:
  - 5. Representations**  
When You Accept This Policy  
By accepting this policy, you agree:
    - a.** The statements in the Declaration 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.

**Section II – Liability, F. Liability And Medical Expense Definitions** is amended as below:

1. Paragraph **23.** is added as below:
  - 23.** “Fungi” means any type or form of fungus including mold or mildew and any mycotoxins, spores, scents, or by-products produced or released by fungi.

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

## **ARIZONA CHANGES**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

**A. Section I – Property** is amended as follows:

1. Paragraph **A.5.c. Fire Department Service Charge** Additional Coverage does not apply.

2. The following exclusion and related provisions are added to Paragraph **B.2. Exclusions**:

a. We will not pay for loss or damage arising out of any act committed:

- (1) By or at the direction of any insured; and
- (2) With the intent to cause a loss.

b. However, this exclusion will not apply to deny an insured's claim for an otherwise covered property loss under this Policy if such loss is caused by an act of domestic violence by another insured under this Policy and the insured making claim:

- (1) Did not cooperate in or contribute to the creation of the loss; and
- (2) Cooperates in any investigation relating to the loss.

We may apply reasonable standards of proof for such claims.

c. If we pay a claim pursuant to Paragraph **2.b.** of this endorsement, our payment to the insured is limited to that insured's insurable interest in the property as reduced by any payments we first made to a mortgagee or other party with a secured interest in the property. In no event will we pay more than the Limit of Insurance.

3. Paragraph **E.2. Appraisal** Property Loss Condition is replaced by the following:

**2. Appraisal**

If we and you disagree on 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 a competent and impartial 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 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.

**B. Section III – Common Policy Conditions** is amended as follows:

1. The following is added to Paragraph **A. Cancellation**:

**7. Cancellation Of Policies In Effect For 60 Days Or More**

If this Policy has been in effect for 60 days or more, or if this Policy is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- a. Nonpayment of premium;

- b. Your conviction of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this Policy, in continuing this Policy or in presenting a claim under this Policy;
- d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
- e. Substantial breach of contractual duties or conditions;
- f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;
- g. Determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or
- h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this Policy based on one or more of the above reasons, we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reason(s) for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any of the other reasons.

2. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following:

**C. Concealment, Misrepresentation Or Fraud**

- 1. We will not pay for any loss or damage in any case involving misrepresentations, omissions, concealment of facts or incorrect statements:
  - a. That are fraudulent;
  - b. That are material either to the acceptance of the risk, or to the hazard assumed by us; and
  - c. Where, if the true facts had been made known to us as required either by the application for the Policy or otherwise, we in good faith would either:
    - (1) Not have issued the Policy;
    - (2) Not have issued the Policy in as large an amount; or
    - (3) Not have provided coverage with respect to the hazard resulting in the loss.

3. The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us**:

If we pay an insured for a loss described in Paragraph **A.2.b.**, the rights of the insured to recover damages from the perpetrator of the domestic violence are transferred to us to the extent of our payment. Following the loss, the insured may not waive such rights to recover against the perpetrator of the domestic violence.

4. The following paragraph is added and supersedes any provision to the contrary:

**M. Nonrenewal**

- 1. If we elect not to renew this Policy, we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 45 days prior to the expiration of this Policy.

2. If notice is mailed, proof of mailing will be sufficient proof of notice.
  3. If either one of the following occurs, we are not required to provide written notice of nonrenewal:
    - a. We or a company within the same insurance group has offered to issue a renewal policy; or
    - b. You have obtained replacement coverage or agreed in writing to do so.
  4. If written notice of nonrenewal is mailed less than 45 days prior to expiration of this Policy, and neither **3.a.** nor **3.b.** applies, the coverage shall remain in effect until 45 days after the notice is mailed. Earned premium for any period of coverage that extends beyond the expiration date of this Policy shall be considered pro rata based upon the previous year's rate.
5. The following paragraph is added:

**N. Renewal**

1. If we elect to renew this Policy and the renewal is subject to any of the following:
  - a. Increase in premium;
  - b. Change in deductible;
  - c. Reduction in limits of insurance; or
  - d. Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 30 days before the anniversary or expiration date of the Policy.

2. If renewal is subject to any condition described in **1.a.** through **1.d.** above, and we fail to provide notice 30 days before the anniversary or expiration date of this Policy, the following procedures apply:
  - a. The present policy will remain in effect until the earlier of the following:
    - (1) 30 days after the date of mailing or delivery of the notice; or
    - (2) The effective date of replacement coverage obtained by the first Named Insured.
  - b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:
    - (1) The rates applicable to the terminated policy; or
    - (2) The rates presently in effect.
  - c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this Policy's anniversary or expiration date.

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

## HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Coverage	Additional Premium
<b>A. Hired Auto Liability</b>	\$65.00
<b>B. Non-owned Auto Liability</b>	\$114.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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 Paragraph **A.1. Business Liability** in **Section II – Liability** 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 Paragraph **A.1. Business Liability** in **Section II – Liability** applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

**B.** For insurance provided by this endorsement only:

**1.** The exclusions under Paragraph **B.1. Applicable To Business Liability Coverage** in **Section II – Liability**, other than Exclusions **a., b., d., f.** and **i.** and the **Nuclear Energy Liability Exclusion**, are deleted and replaced by the following:

**a.** "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:

**(1)** Whether the insured may be liable as an employer or in any other capacity; and

**(2)** To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

**(1)** Liability assumed by the insured under an "insured contract"; or

**(2)** "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

**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. Paragraph **C. Who Is An Insured** in **Section II – Liability** is replaced by the following:

1. 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":
  - (1) Any partner or "executive officer" of yours; or
  - (2) Any "employee" 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.

2. 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, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- 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; or
- 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.** For the purposes of this endorsement only, Paragraph **H. Other Insurance** in **Section III – Common Policy Conditions** is replaced by the following:

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

**D.** 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, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
- 3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

The following exclusion is added to Paragraph **B.1. Exclusions – Applicable To Business Liability Coverage** in **Section II – Liability**:

This insurance does not apply to "bodily injury" or "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 "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraph (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.



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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<b>SCHEDULE – PART I</b>	
<b>Terrorism Premium (Certified Acts)</b>	\$9.00
<b>Additional information, if any, concerning the terrorism premium:</b>	
<b>SCHEDULE – PART II</b>	
<b>Federal share of terrorism losses</b>	82 % <b>Year:</b> 2018
(Refer to Paragraph <b>B.</b> in this endorsement.)	
<b>Federal share of terrorism losses</b>	81 % <b>Year:</b> 2019
(Refer to Paragraph <b>B.</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 the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

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

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

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

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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

The following provisions are added to the Businessowners Policy and apply to Property and Liability Coverages:

#### **A. CAP ON CERTIFIED TERRORISM LOSSES**

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

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

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

- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

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

## **EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

The following provisions are added to the Businessowners Liability Coverage Form **BP 00 06** and **Section II – Liability** of the Businessowners Coverage Form **BP 00 03**:

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

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**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 Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) The premises of any United States mission; and
  - c. 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.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

  - C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Policy.
  - D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

## **EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

The following provisions are added to the Businessowners Liability Coverage Form **BP 00 06** and **Section II – Liability** of the Businessowners Coverage Form **BP 00 03**:

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

This insurance does not apply to:

#### **TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

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

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Policy.

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

## **BUSINESS LIABILITY COVERAGE – PROPERTY DAMAGE LIABILITY DEDUCTIBLE (PER OCCURRENCE BASIS)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### **SCHEDULE**

<b>Amount Of Per Occurrence Deductible:</b>	\$500.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Our obligation under Paragraph **A. Coverages** in **Section II – Liability** to pay damages on your behalf because of "property damage" applies only to the amount of damages in excess of the deductible amount shown in the Schedule.
- B. The deductible amount shown in the Schedule applies to the total of all damages because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "property damage" because of that "occurrence".
- C. The terms of this insurance, including those with respect to:
  - 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
  - 2. Your duties in the event of an "occurrence", claim, or "suit";  
apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.



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

## **EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

- A.** The following exclusion is added to Paragraph **B.1. Exclusions Applicable To Business Liability Coverage** in **Section II – Liability:**

#### **EXTERIOR INSULATION AND FINISH SYSTEMS**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

- B.** For the purposes of this endorsement, Paragraph **F. Liability And Medical Expenses Definitions** is amended by the addition of the following:

"Exterior insulation and finish system" means a non-load-bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1. A rigid or semirigid insulation board made of expanded polystyrene and other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced or unreinforced base coat;
4. A finish coat providing surface texture to which color may be added; and
5. Any flashing, caulking or sealant used with the system for any purpose.

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

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – WITH LIMITED  
BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Exclusion **B.1.q.** of **Section II – Liability** is replaced by the following:

This insurance does not apply to:

**q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

- (1)** Damages, other than damages because of "personal and advertising injury", arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, 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.

**B.** The following is added to Paragraph **B.1.p. Personal And Advertising Injury** Exclusion of **Section II – Liability:**

This insurance does not apply to:

**p. Personal And Advertising Injury**

"Personal and advertising injury":

Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS' INSTALLATION, TOOLS AND EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNER'S COVERAGE FORM

### SCHEDULE

Item	Limit Of Insurance					
<b>Coverage 1 – Contractors' Installation Coverage</b>						
1. Property At Each Covered Job Site	\$ 5,000					
2. Property At All Covered Job Sites Combined	Three times the Property At Each Covered Job Site Limit of Insurance					
3. Property In Transit	\$ 5,000					
4. Property At A "Temporary Storage Location"	\$ 5,000					
Additional Premium: \$						
<b>Coverage 2 – Contractors' Tools And Equipment Coverage</b>						
1. <b>Blanket Limit</b> An "X" displayed to the right indicates the applicable per-item sub-limit.	\$ 3,000					
	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 50px; text-align: center;">X</td> <td style="width: 150px;"></td> <td style="width: 50px;"></td> </tr> <tr> <td></td> <td style="text-align: center;">not in excess of \$500 for any one item</td> <td style="text-align: center;">not in excess of \$2,000 for any one item</td> </tr> </table>	X				not in excess of \$500 for any one item
X						
	not in excess of \$500 for any one item	not in excess of \$2,000 for any one item				
2. <b>Scheduled Limit (and description of property)</b>						
<b>Total Scheduled Property Limit Of Insurance</b>	\$					
Additional Premium: \$ 0.00						

Item	Limit Of Insurance
<b>Coverage 3 – Non-owned Tools And Equipment Coverage</b>	
Additional Premium: \$ 0.00	
<b>Coverage 4 – Employees' Tools Coverage</b>	\$

**BUSINESSOWNER'S – Contractors' Installation, Tools and Equipment**

	<b>however, not more than \$100 per tool and not in excess of \$500 for all tools of any one employee</b>
<b>Additional Premium: \$ 0.00</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section I – Property** is amended as follows:

**A. Paragraph A.2. Property Not Covered** of the Businessowners Coverage Form is amended as follows:

1. The following is added to Paragraph **A.2. Property Not Covered**:

Tools and equipment including their:

- a. Accessories, whether or not attached; and
- b. Spare parts, that are specifically designed and intended for use in the maintenance and operation of the tools and equipment;

that you own, or that you do not own but that are in your care, custody or control.

2. However, Paragraph **A.1.** of this endorsement does not apply to the following:

- a. Coverage provided under Coverage **1 – Contractors' Installation Coverage**, but only with respect to property described in Paragraph **A.1.** of this endorsement which is to be installed by you or at your direction;
- b. Coverage provided under Coverage **2 – Contractors' Tools And Equipment Coverage**;
- c. Coverage provided under Coverage **3 – Non-owned Tools And Equipment Coverage**;
- d. Coverage provided under Coverage **4 – Employees' Tools Coverage**; or

**B. Paragraph A.6.b.Coverage Extensions** is amended as follows:

The **Personal Property Off-Premises Coverage Extension** is amended by adding the following:

This extension does not apply to loss of or damage to property covered under the following:

- (1) Coverage **1 – Contractors' Installation Coverage**;
- (2) Coverage **2 – Contractors' Tools And Equipment Coverage**;
- (3) Coverage **3 – Non-owned Tools And Equipment Coverage**; and
- (4) Coverage **4 – Employees' Tools Coverage**.

**C. Coverages**

1. **Coverage 1 – Contractors' Installation Coverage**

a. For the purposes of the coverage provided by Coverage 1, the following is added to Paragraph **A.1.b.(2) Business Personal Property**:

This coverage also includes property sold under an installation agreement where your insurable interest continues until the property is accepted by the purchaser for whom the project is to be performed.

b. For the purposes of the coverage provided by Coverage 1, Covered Property includes:

- (1) Materials, supplies, equipment, machinery, and fixtures owned by you or in your care, custody or control, and which are to be installed by you or at your direction; and
- (2) Temporary structures built or assembled on-site, including cribbing, scaffolding and construction forms.

## **BUSINESSOWNER'S – Contractors' Installation, Tools and Equipment**

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This property is covered while:

- (1) At any job site you do not own, lease or operate;
  - (2) Awaiting and during installation, or awaiting acceptance by the purchaser;
  - (3) In transit; or
  - (4) At a "temporary storage location".
- c. Coverage provided under this Coverage 1 will end when one of the following first occurs:
- (1) This policy expires or is cancelled;
  - (2) The property covered under this Coverage 1 is accepted by the purchaser;
  - (3) Your interest in the property covered under this Coverage 1 ceases;
  - (4) You abandon the project to be performed by you for the purchaser, with no intention to complete it; or
  - (5) 90 days after the project to be performed by you for the purchaser is completed, unless we specify a different date in writing.
- d. In addition to Property Not Covered in Paragraph **A.2.** of the Businessowners Coverage Form, the following property is not covered with respect to this Coverage 1:
- (1) An existing building or structure to which an addition, alteration, improvement or repair is being made;
  - (2) Property stored at a permanent warehouse or storage yard that you own;
  - (3) A plan, blueprint, design or specification;
  - (4) Trees, grass, sod, shrubbery or plants; and
  - (5) Machinery, tools, equipment, supplies or similar property that do not become a permanent part of the project. This includes contractors equipment and other tools belonging to a contractor or subcontractor.
- e. With respect to this Coverage 1, the following additional exclusions apply:
- We will not pay for loss or damage caused by or resulting from any of the following:
- (1) The cost to make good or replace faulty or defective materials or workmanship;
  - (2) Testing. However, if testing results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion;
  - (3) A fault, defect, deficiency, error or omission in a plan, blueprint, design or specification;
  - (4) The weight of a load when it exceeds the designed capacity of any property covered under this Coverage 1 to lift, move or support the load from any position; or
  - (5) Collision, upset or overturn of any property covered under this Coverage 1 to the extent of any loss of or damage to the tires or inner tubes of such property. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same property covered under this Coverage 1.
- f. The following Limits of Insurance apply to Coverage 1 – Contractors' Installation Coverage:
- (1) **Property At Covered Job Sites**
    - (a) Subject to Paragraph **b.**, the most we will pay for direct physical loss of or damage to Covered Property at each covered job site in any one occurrence is the Property At Each Covered Job Site Limit of Insurance shown in the Schedule.
    - (b) The most we will pay for loss or damage to Covered Property at all covered job sites combined in any one occurrence is three times the Property At Each Covered Job Site Limit of Insurance shown in the Schedule.
  - (2) **Property In Transit**

The most we will pay for direct physical loss of or damage to Covered Property in transit is \$5,000, unless a higher Limit of Insurance is shown in the Schedule for Property In Transit.
  - (3) **Property At A Temporary Storage Location**

The most we will pay for direct physical loss of or damage to Covered Property at a "temporary storage location" is \$5,000, unless a higher Limit of Insurance is shown in the Schedule for Property At A Temporary Storage Location.
- 2. Coverage 2 – Contractors' Tools And Equipment Coverage**
- a. For the purposes of the coverage provided by Coverage 2, Covered Property includes:
- Tools and equipment, including their:
- (1) Accessories, whether or not attached; and

## **BUSINESSOWNER'S – Contractors' Installation, Tools and Equipment**

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- (2) Spare parts, that are specifically designed and intended for use in the maintenance and operation of property covered under this Coverage 2;
- that you own, or that you do not own but that are in your care, custody or control.
- This property is also covered while it is in the course of transit or at a premises you do not own, lease or operate.
- b. With respect to this Coverage 2, Paragraph A.2.a. of the Businessowners Coverage Form is replaced by the following:
- a. Aircraft, watercraft, their equipment or parts; automobiles; dealers' demonstration equipment, machinery and vehicles; dirt bikes, house trailers, mobile homes, mopeds, motorcycles, motorized bicycles, tri-cycles or four-wheel all-terrain vehicles; snowmobiles, trucks and vehicles primarily designed and licensed for road use;
- c. However, this Coverage 2 does not apply to:
- (1) Property while in caissons or underwater or while being used in underground mining, tunneling or similar operations;
- (2) Property you have loaned, rented or leased to others;
- (3) Property that is or will become a permanent part of any building or structure;
- (4) Property held for sale;
- (5) Non-owned tools and equipment leased or rented from others that are in your care, custody or control, but this does not apply to non-owned tools and equipment you lease for a term of six months or more; or
- (6) Your employees' (including temporary or leased employees') tools.
- d. With respect to this Coverage 2, Paragraph (1) of Exclusion B.1.b. **Earth Movement** does not apply to loss or damage caused directly or indirectly by earthquake.
- e. With respect to this Coverage 2, the Water Exclusion of the Businessowners Coverage Form does not apply to loss or damage caused directly or indirectly by 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).
- f. With respect to this Coverage 2, the following additional exclusions apply:
- We will not pay for loss or damage caused by or resulting from any of the following:
- (1) Theft of any property covered under this Coverage 2 from any unattended vehicle unless, at the time of theft, the vehicle's windows, doors and compartments were closed and locked, and there are visible signs that the theft was a result of forced entry. But this exclusion does not apply to property in the custody of a carrier for hire.
- (2) The weight of a load when it exceeds the designed capacity of any property covered under this Coverage 2 to lift, move or support the load from any position.
- (3) Collision, upset or overturn of any property covered under this Coverage 2 to the extent of any loss of or damage to the tires or inner tubes of such property. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same property covered under this Coverage 2.
- g. The following limits of insurance apply to Coverage 2 – Contractors' Tools And Equipment Coverage:
- (1) **Blanket Limit Of Insurance**
- The blanket limit of insurance shown in the Schedule is the most we will pay in any one occurrence for the total of all covered losses to Covered Property. Subject to the blanket limit of insurance shown in the Schedule, the most we will pay for direct physical loss of or damage to any one tool or any one piece of equipment is the applicable per-item sub-limit shown in the Schedule. However, this Paragraph (1) does not apply to Covered Property that is individually described in the Schedule and that is subject to a scheduled limit of Insurance in accordance with Paragraph g.(2).
- (2) **Scheduled Limit Of Insurance**
- The most we will pay in any one occurrence for direct physical loss of or damage to each item of Covered Property that is individually described in the Schedule is the Limit of Insurance shown in the Schedule for that item.

**3. Coverage 3 – Non-owned Tools And Equipment Coverage**

When a Limit of Insurance is shown in the Schedule for Coverage 3 – Non-owned Tools And Equipment Coverage, for the purposes of the coverage provided by Coverage 3, Covered Property includes contractors' non-owned tools and equipment leased or rented from others that are in your care, custody or control other than temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

The most we will pay for direct physical loss of or damage to Covered Property under this Coverage 3, in any one occurrence is the Coverage 3 – Non-owned Tools And Equipment Coverage Limit of Insurance shown in the Schedule.

This property is also covered while it is in the course of transit or at a premises you do not own, lease or operate.

However, this Coverage 3 does not apply to:

- (a) Non-owned tools and equipment leased or rented from any of your employees (including temporary or leased employees);
- (b) Any other non-owned tools you lease for a term of six months or more; or

**4. Coverage 4 – Employees' Tools Coverage**

When a Limit of Insurance is shown in the Schedule for Coverage 4 – Employees' Tools Coverage, for the purposes of the coverage provided by Coverage 4, Covered Property includes your employees' (including temporary or leased employees) tools which are used in connection with your operations.

The most that we will pay for direct physical loss of or damage to Covered Property under this Coverage 4, in any one occurrence is the Coverage 4 – Employees' Tools Coverage Limit of Insurance shown in the Schedule. Subject to the Coverage 4 – Employees' Tools Coverage Limit of Insurance, the most we will pay for direct physical loss of or damage to any one tool, and all tools of any one employee, is the following:

- a. \$100 per tool; and
- b. \$500 for all tools of any one employee.

This property is also covered while it is in the course of transit or at a premises you do not own, lease or operate.

**D. The following is added to Paragraph H. Definitions:**

"Temporary storage location" means a location where property that is to become a permanent part of a completed project is stored while waiting to be delivered to a job site:

- 1. That you do not own, lease or operate; and
- 2. Where work is in progress, or will begin in 30 days.



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

## **DEDUCTIBLE ENDORSEMENT - PROPERTY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNER'S COVERAGE FORM

Paragraph **D.1. Deductibles** of **SECTION I – PROPERTY** is replaced with the following:

**D. Deductibles**

- We will not pay for loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss as a result of one occurrence until the amount of such loss or damage exceeds the applicable Deductible shown in the Declarations or as set forth below. We will then pay the amount of such loss or damage in excess of the Deductible up to the applicable Limit of Insurance of **Section 1 - Property**. In the event of loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss at one or more buildings at the same location, as a result of one occurrence, only the single largest deductible scheduled for loss at such building(s) will apply to all such loss or damage regardless of the number of buildings involved in the loss. However, this Paragraph **D.1** does not apply to loss or damage from Earthquake or Windstorm or Hail causes of loss.

**EXAMPLES**

**Example 1** - Loss at multiple buildings, same location.

A fire damages Buildings 1 and 2 which results in a spoilage loss at Buildings 3 and 4 due to a power outage from the fire.

Property Deductible – Building 1:	\$250
Property Deductible – Building 2:	\$250
Limit of Insurance – Building 1:	\$60,000
Limit of Insurance – Building 2:	\$80,000
Loss to Building 1:	\$50,100
Loss to Building 2:	\$70,000

Spoilage Deductible – Building 3	:	
	\$500	
Spoilage Deductible – Building 4	:	
	\$500	
Spoilage Limit of Insurance – Building 3:	\$5,000	
Spoilage Limit of Insurance – Building 4:	\$2,000	
Spoilage loss at Building 3:	\$2,500	
Spoilage loss at Building 4:	\$1,500	

The largest deductible involved in the occurrence was the \$500 spoilage deductible and will be subtracted from the total Loss Payable:

\$ 50,100 – Building 1 loss	
+ \$ 70,000 – Building 2 loss	
+ \$ 2,500 – Spoilage loss at Building 3	
+ \$ 1,500 – Spoilage loss at Building 4	
\$ 124,100 – Total loss	
- \$ 500 – Largest deductible involved in loss	
\$ 123,600 – Total loss payable	

**Example 2** - Identical loss occurs but only at building 1, no loss at other buildings (same deductibles and limits)

Property Deductible – Building 1:	\$250
Limit of Insurance – Building 1:	\$60,000
Loss to Building 1:	\$50,100
Spoilage Loss at Building 1:	\$2,500

The largest deductible involved in the occurrence was the \$500 spoilage deductible for Building 1 and will be subtracted from the total Loss Payable.

\$ 50,100 - Building 1 loss	
+ \$ 2,500 - Spoilage loss at Building 1	
\$ 52,600 - Total Loss at Building 1	
- \$ 500 - Largest deductible involved in loss	
\$ 52,100 - Total loss payable.	

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

## **PRIOR WORK EXCLUSION**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNER'S COVERAGE FORM**

The following is added to Paragraph **B. Exclusions** in **Section II - Liability**:

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" which was completed prior to the inception date of this policy, or, if applicable, the inception date of the first policy in a series of uninterrupted renewal policies issued by us.

For purposes of this exclusion, "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 the job site has been put to its intended use by any other person or organization other than another contractor or sub-contractor 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.

We shall have no duty to defend any insured against any loss, claim, "suit" or other proceeding alleging damages arising out of or related to "bodily injury" or "property damage" to which this exclusion applies.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the policy, other than as stated above.

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

## **ANTI-STACKING – MULTIPLE POLICY PERIODS**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNER'S COVERAGE FORM**

Paragraph **D. Liability And Medical Expenses Limit of Insurance** of **Section II – Liability** is amended to include the following:

Non-Cumulation of Each Occurrence Limit – If one “occurrence” causes “bodily injury” and/or “property damage” during the policy period and during the policy period of one or more prior and/or future policies that include the commercial liability coverage for the insured issued by us or any affiliated insurance company, the amount we pay is limited. The policy's Each Occurrence Limit will be reduced by the amount of each payment by us and any affiliated insurance company under the policies because of such “occurrence”.

This endorsement amends Paragraph **D. Liability And Medical Expenses Limit of Insurance** of **Section II – Liability** to stipulate that if one “occurrence” causes “bodily injury” and/or “property damage” in one or more policy periods, then the limit for the one “occurrence” and all alleged “bodily injury” and/or “property damage” is a single limit of liability. This means if it is determined there was an “occurrence” which resulted in “bodily injury” and/or “property damage” happening during a policy period which damage continued into another policy period, then there is a single limit of primary liability insurance available for the claim and all “bodily injury” and/or “property damage”. If it is determined there was an “occurrence” which resulted in “bodily injury” and/or “property damage” for which the insured is legally liable, carrier reserves the right to limit the liability to a single limit of insurance. The single limit of insurance applicable shall be the Liability and Medical expenses limit shown in the Declarations for one policy period.