

**COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS**

**GRINNELL MUTUAL
REINSURANCE COMPANY**

4215 HIGHWAY 146, PO BOX 790
GRINNELL, IA 50112-0790
800-362-2041

Renewal Declaration
Policy Number: 0000689962
Account Number: 008083133

EFFECTIVE: 05/14/21

Agent #: 5044 06-300-38 B

Named Insured and Mailing Address:

ADVANTAGE LAWN CARE LLC
PO BOX 837
NIXA MO 65714

Agent Name and Address:

RON ANDERSON INSURANCE AGENCY
PENNY A STRAIN
129 SHERMAN WAY SUITE 102
NIXA MO 65714
417-374-7672
CO-FILES:

Policy Period: From: 05/14/21 To: 05/14/22 12:01 A.M. Standard Time, at your mailing address shown above.
Business Description: LAWN CARE SERVICE

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 COVERAGES FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		PREMIUM
Commercial General Liability Coverage Part	\$	175
Commercial Inland Marine Coverage Part	\$	320
Certified Acts of Terrorism	\$	10

** MINIMUM PREMIUM	ANNUAL PREMIUM	\$	505
	PREMIUM DUE		
	RETURN PREMIUM		

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:*
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Form Declarations.

*This is not a bill. You will be receiving a billing statement under Account Number: 008083133

Countersignature Date: _____ Authorized Representative: _____

THIS DECLARATIONS AND THE COVERAGE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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COMMERCIAL GENERAL LIABILITY COVERAGE DECLARATIONS

**GRINNELL MUTUAL
REINSURANCE COMPANY**

4215 HIGHWAY 146, PO BOX 790
GRINNELL, IA 50112-0790
800-362-2041

Limits of Insurance:

\$ 2,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$ 2,000,000	Products/Completed Operations Aggregate Limit
\$ 1,000,000	Personal and Advertising Injury Limit
\$ 1,000,000	Each Occurrence Limit
\$ 100,000	Damage To Premises Rented To You
\$ 5,000	Medical Expense Limit (Any One Person)

Form of Business: Limited Liability Company (LLC)

Location of All Premises You Own, Rent, or Occupy and Classifications	Code #	Premium Basis	Rates		Advance Premiums	
			Prem./Ops.	Prod/Comp. Ops.	Prem./Ops.	Prod/Comp. Ops.
Prem # 001: 701 E NORTH ST NIXA, MO 65714 Lawn Care Services	97050	15600	5.380	INCL	84	INCL
Contractors - subcontracted work - i	91585	IF ANY	2.612	2.638	0	0
BALANCE TO MINIMUM	00100				12	
ADD'L TO MEET POLICY MINIMUM					79	

Audit Premium: Annual

TOTAL PREMIUM FOR THIS COVERAGE PART: \$ 175

The premium shown above as the TOTAL PREMIUM FOR THIS COVERAGE PART is a deposit premium only. The final earned premium for the period of time insurance coverage is provided by this coverage part shall be determined by audit. See Item 5. Premium Audit, in SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS of CG 00 01 for a complete explanation.

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

Refer to Forms Schedule & Variable Forms Schedule

* - Products Completed Operations are Subject to the General Aggregate Limit

COMMERCIAL INLAND MARINE COVERAGE DECLARATIONS

GRINNELL MUTUAL REINSURANCE COMPANY

4215 HIGHWAY 146, PO BOX 790
GRINNELL, IA 50112-0790
800-362-2041

Policy Number: 0000689962
Account Number: 008083133
Named Insured: ADVANTAGE LAWN CARE LLC
PO BOX 837
NIXA, MO 65714

Agent #: 5044 06-300-38

FORM OF BUSINESS:

Business Description: LAWN CARE SERVICE

LIMITS OF INSURANCE	DEDUCTIBLE	CO-INS	DESCRIPTION OF COVERAGE	PREMIUM
4,000	250	100%	Contractors Equipment Sub Class: Small Tools	54
23,000	250	100%	Contractors Equipment Sub Class: Scheduled ACV Valuation Applies See Schedule	266

MORTGAGE HOLDERS:

Refer to Additional Interest Schedule

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE:

Refer to Forms Schedule

TOTAL PREMIUM FOR THIS COVERAGE \$ 320

* Your Tools - The maximum amount of coverage on any unscheduled tool is \$2000.

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**COMMERCIAL INLAND MARINE
COVERAGE SUPPLEMENTAL SCHEDULE**

**GRINNELL MUTUAL
REINSURANCE COMPANY**

4215 HIGHWAY 146, PO BOX 790
GRINNELL, IA 50112-0790
800-362-2041

Policy Number: 0000689962
Account Number: 008083133
Named Insured: ADVANTAGE LAWN CARE LLC
PO BOX 837
NIXA, MO 65714

Agent #: 5044 06-300-38

<u>ITEM #</u>	<u>LIMIT</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
002	6000		Contractors Equipment - Scheduled
	3000		2009 HUSTLER RIDER MOWER 927889B #07091796
	2000		2010 HUSTLER 36" WALK BEHIND MOWER 929232 #09071210
	12000		2000 LAMAR FLATBED TRLR #5RVSU6229M000933
			2017 HUSTLER RIDER MOWER #935007 S#16096004

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FORMS SCHEDULE

GRINNELL MUTUAL REINSURANCE COMPANY

4215 HIGHWAY 146, PO BOX 790
GRINNELL, IA 50112-0790
800-362-2041

POLICY NUMBER: 0000689962

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

FORM	EDITION	DESCRIPTION
CG0001	04-13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0300	01-96	DEDUCTIBLE LIABILITY INSURANCE
CG2106	05-14	EXCLUSION -- ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFOR
CG2109	06-15	EXCLUSION -- UNMANNED AIRCRAFT
CG2132	05-09	COMMUNICABLE DISEASE EXCLUSION
CG2147	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2167	12-04	FUNGI OR BACTERIA EXCLUSIONS
CG2170	01-15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2293	04-13	LAWN CARE SERVICES - LIMITED POLLUTION COVERAGE
CG2625	04-05	MISSOURI CHANGES---GUARANTY ASSOCIATION
CG2650	12-98	MISSOURI CHANGES - MEDICAL PAYMENTS
CG3353	05-14	EXCLUSION -- ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFOR
CL0167	05-05	GUARANTY FUND COVERAGE LIMITATIONS-MISSOURI
CL0171	03-04	AMENDATORY ENDORSEMENT - MISSOURI
CL0600	01-15	CERTIFIED TERRORISM LOSS
GMGL1787	03-16	EMPLOYEE BODILY INJURY TO A CO-EMPLOYEE
GMGL1815	03-16	ASBESTOS, LEAD, AND SILICA OR SILICA-RELATED DUST EXCLUSION
GMGL1823	10-19	AMENDMENT - LIQUOR LIABILITY EXCLUSION
GMIL1782	11-11	ADDITIONAL INTEREST SCHEDULE
GMIL1791	11-16	AMENDMENT TO DEFINITION OF POLLUTANTS
GMIL4632	03-15	SINGLE DEDUCTIBLE ENDORSEMENT
GMIL4641	07-15	OIL, GAS, AND INJECTION WELL LIABILITY EXCLUSION
GMIL4660	01-18	MUTUAL CONDITIONS
GMIL4663	03-16	ANTI-STACKING OF LIMITS OF LIABILITY ENDORSEMENT
GMIL4689MO	10-19	IMPORTANT NOTICE TO MISSOURI COMMERCIAL POLICYHOLDERS
GMIL4692	05-20	CYBER LIABILITY AND BREACH RESPONSE COVERAGE WAIVER
GMIL4695	05-20	CYBER-ATTACK INJURY EXCLUSION
GMIL4706	01-03	PUNITIVE DAMAGES EXCLUSION
GMIL4751	03-15	ACTUAL CASH VALUE DEFINITION ENDORSEMENT
GMIL4778	05-18	THE PREMIUM AUDIT
GMIL4787	03-16	DISTRIBUTION, COLLECTION, OR USE OF MATERIAL IN VIOLATION OF LAW EX
GMIL7011	01-21	CERIFIED ACTS OF TERRORISM - UNITED STATES REIMBURSEMENT
GMIL7020	01-15	EXCLUSION OF OTHER ACTS OF TERRORISM
GMIL8100MO	09-20	ARBITRATION OR LAWSUIT EXCLUSION
GMIM1590	08-09	PROPERTY LEASED, RENTED OR LOANED TO OTHERS
GMIM1591	08-09	MISSING PROPERTY
GMIM1592	08-09	PRIMARY COVERAGE FOR EQUIPMENT BORROWED, LEASED OR RENTED FROM OTHER
GMRC4502	11-18	COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL SCHEDULE

FORMS SCHEDULE

GRINNELL MUTUAL REINSURANCE COMPANY

4215 HIGHWAY 146, PO BOX 790
GRINNELL, IA 50112-0790
800-362-2041

POLICY NUMBER: 0000689962

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE A PART OF THIS POLICY AT TIME OF ISSUE:

FORM	EDITION	DESCRIPTION
GMRC7008	01-21	NOTICE - OFFER OF COVERAGE FOR CERTIFIED ACTS OF TERRORISM, DISCLOS
IL0003	09-07	CALCULATION OF PREMIUM
IL0017	11-98	COMMON POLICY CONDITIONS
IL0021	07-02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL0101	11-13	MISSOURI CHANGES (COMMERCIAL PROPERTY)
IL0274	02-13	MISSOURI CHANGES - CANCELLATION AND NONRENEWAL
IM1668	1.0	LOSS PAYABLE ENDORSEMENT
IM3012	05-05	AMENDATORY ENDORSEMENT - MISSOURI
IM7000	08-99	CONTRACTORS' EQUIPMENT COVERAGE
IM7034	10-99	TOOLS ENDORSEMENT

**GRINNELL MUTUAL REINSURANCE COMPANY
VARIABLE FORMS/PREMIUM SCHEDULE**

POLICY NO.: 0000689962

AGENT: 5044 06-300-38

FORM	DESCRIPTION	LIMIT/DED	PREMIUM
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**GRINNELL MUTUAL REINSURANCE COMPANY
VARIABLE FORMS/PREMIUM SCHEDULE**

POLICY NO.: 0000689962

AGENT: 5044 06-300-38

FORM	DESCRIPTION	LIMIT/DED	PREMIUM
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**GRINNELL MUTUAL REINSURANCE COMPANY
VARIABLE FORMS/PREMIUM SCHEDULE**

POLICY NO.: 0000689962

AGENT: 5044 06-300-38

FORM	DESCRIPTION	LIMIT/DED	PREMIUM
CG0300	DEDUCTIBLE LIABILITY INSURANCE Property Damage Liability PER OCCURRENCE THIS DEDUCTIBLE APPLIES TO ALL PROPERTY DAMAGE LIABILITY ARISING OUT OF LAWN CARE SERVICES OPERATIONS.	\$ 250	

ADDITIONAL INTEREST SCHEDULE

Policy No.: 0000689962

Agent: RON ANDERSON INSURANCE AGENCY
Agent No.: 5044 06-300-38

Interest Type: Loss Payee - IM1668

OAKSTAR BANK
1020 E BATTLEFIELD
SPRINGFIELD, MO 65807

Remarks: APPLIES TO 2009 HUSTLER RIDER MOWER

Policy Type: Commercial Inland Marine

Policy Period: 05/14/21 to 05/14/22

Insured:

ADVANTAGE LAWN CARE LLC
PO BOX 837
NIXA, MO 65714

Prem. Bldg.

No. No. Address:

**Insured
Amount:**

**Valuation:
Agreed/
Repl/Func/
ACV**

001 701 E NORTH ST NIXA, MO 65714

LOSS PAYABLE ENDORSEMENT

In addition to the policy "terms" contained within the Inland Marine Coverage(s), the following conditions apply to described property as indicated on the "declarations".

LOSS PAYABLE

Any loss shall be adjusted with "you" and shall be payable to "you" and the loss payee described on the "declarations" as "your" and their interests appear.

LENDER'S LOSS PAYABLE

Any loss shall be payable to "you" and the loss payee described on the "declarations" as interests appear. If more than one loss payee is named, they shall be paid in order of precedence.

The insurance for the loss payee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms". The insurance for the loss payee does not continue in effect if the loss payee is a ware of changes in ownership or substantial increase in risk and does not notify "us".

If "we" cancel this policy, "we" notify the loss payee at least ten days before the effective date of cancellation if "we" cancel for "your" nonpayment of premium, or 30 days before the effective date of cancellation if "we" cancel for any other reason.

"We" may request payment of the premium from the loss payee, if "you" fail to pay the premium.

If "we" pay the loss payee for a loss where "your" insurance may be void, the loss payee's right to collect that portion of the debt from "you" then belongs to "us". This does not affect the loss payee's right to collect the remainder of the debt from "you". As an alternative, "we" may pay the loss payee the remaining principal and accrued interest in return for a full assignment of the loss payee's interest and any instruments given as security for the debt.

If "we" choose not to renew this policy, "we" give written notice to the loss payee at least ten days before the expiration date of this policy.

CONTRACT OF SALE

Any loss shall be adjusted with "you" and shall be payable to "you" and the loss payee described on the "declarations" as "your" and their interests appear.

The loss payee described above is a person or organization "you" have entered into a contract with for the sale of covered property.

When covered property is the subject of a contract of sale, the word "you" also means the loss payee.

ADDITIONAL INTEREST SCHEDULE

Policy No.: 0000689962

Agent: RON ANDERSON INSURANCE AGENCY
Agent No.: 5044 06-300-38

Interest Type: Loss Payee - IM1668

OAKSTAR BANK
1020 E BATTLEFIELD
SPRINGFIELD, MO 65807

Remarks: APPLIES TO 2010 HUSTLER 36" WALK BEHIND

Policy Type: Commercial Inland Marine

Policy Period: 05/14/21 to 05/14/22

Insured:

ADVANTAGE LAWN CARE LLC
PO BOX 837
NIXA, MO 65714

Prem. Bldg.

No.: No.: Address:

**Insured
Amount:**

**Valuation:
Agreed/
Repl/Func/
ACV**

001 701 E NORTH ST NIXA, MO 65714

LOSS PAYABLE ENDORSEMENT

In addition to the policy "terms" contained within the Inland Marine Coverage(s), the following conditions apply to described property as indicated on the "declarations".

LOSS PAYABLE

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When covered property is the subject of a contract of sale, the word "you" also means the loss payee.

ADDITIONAL INTEREST SCHEDULE

Policy No.: 0000689962

Agent: RON ANDERSON INSURANCE AGENCY
Agent No.: 5044 06-300-38

Interest Type: Loss Payee - IM1668

OAKSTAR BRAND
1020 E BATTLEFIELD
SPRINGFIELD, MO 65807

Remarks: APPLIES TO 2000 LAMAR FLATBED TRLR

Policy Type: Commercial Inland Marine

Policy Period: 05/14/21 to 05/14/22

Insured:

ADVANTAGE LAWN CARE LLC
PO BOX 837
NIXA, MO 65714

Prem. Bldg.

No. No. Address:

**Insured
Amount:**

**Valuation:
Agreed/
Repl/Func/
ACV**

001 701 E NORTH ST NIXA, MO 65714

LOSS PAYABLE ENDORSEMENT

In addition to the policy "terms" contained within the Inland Marine Coverage(s), the following conditions apply to described property as indicated on the "declarations".

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ADDITIONAL INTEREST SCHEDULE

Policy No.: 0000689962

Agent: RON ANDERSON INSURANCE AGENCY
Agent No.: 5044 06-300-38

Interest Type: Loss Payee - IM1668

OAKSTAR BANK
1020 E BATTLEFIELD
SPRINGFIELD, MO 65807

Policy Type: Commercial Inland Marine

Policy Period: 05/14/21 to 05/14/22

Insured:

ADVANTAGE LAWN CARE LLC
PO BOX 837
NIXA, MO 65714

Prem. Bldg.

No. No. Address:

001 701 E NORTH ST NIXA, MO 65714

**Insured
Amount:**

**Valuation:
Agreed/
Repl/Func/
ACV**

LOSS PAYABLE ENDORSEMENT

In addition to the policy "terms" contained within the Inland Marine Coverage(s), the following conditions apply to described property as indicated on the "declarations".

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When covered property is the subject of a contract of sale, the word "you" also means the loss payee.

PRIVACY NOTICE

Grinnell Mutual appreciates the trust you place in us when you provide us with the personal information we need from you when you purchase insurance from us. We take our obligation to protect your information seriously. This notice provides you with an explanation of where we get information about you when we write your insurance policies and to whom we disclose that information.

In the course of issuing or processing a policy or handling a claim, we may collect information about you from:

- The insurance application or other forms (for example, your name, address, date of birth and social security number);
- Your transactions with us (such as payment and claims histories);
- Consumer reporting agencies (such as your credit or claims history);
- Your insurance agent (such as updated information pertinent to your account or information about your policies with other insurers);
- Government agencies such as the Department of Motor Vehicles (your driving record).

In addition, if you make a claim for medical payments, we may request information pertaining to your medical history and treatment.

We treat your personal information with respect and concern for your privacy. We do not sell any of your personal information to any third party. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard the information we obtain from you. In the course of our normal insurance business transactions, we may disclose some information about you to nonaffiliated third parties, but only as permitted by law. Examples of some organizations to whom we might give information are:

- Independent claims adjusters, claims representatives of other involved insurance companies, or appraisers who would need the information to adjust your claims;
- A law firm we might hire to defend you in the event of a claim against you;
- Your insurance agent, to allow for servicing of your policy;
- Insurance rating organizations who require information for actuarial purposes;
- Other named insureds on your insurance policy;
- Law enforcement or other agencies in response to a subpoena or threat of one, or in connection with suspected fraudulent claims;
- Our affiliated insurance companies and the county, town, township, or statewide mutual insurance companies with whom we do business.

If you have questions about this policy, you may contact us on our website at www.grinnellmutual.com or by writing to:

Privacy
Grinnell Mutual
4215 Highway 146
PO Box 790
Grinnell, IA 50112-0790

IMPORTANT NOTICE TO MISSOURI COMMERCIAL LIABILITY POLICYHOLDERS

CLARIFICATION OF COVERAGE

To Policyholders:

This renewal of your policy includes Arbitration or Lawsuit Exclusion (GMIL 8100 MO 09-20). This endorsement clarifies that we will not provide any coverage for an award or judgement which results from an uncontested proceeding that you or any insured voluntarily agrees to participate in, unless we receive proper notice and provide prior consent.

If you feel these changes do not meet your needs, you have the right to cancel this policy by contacting your agent to complete this request.

If you have any questions, please contact your agent as we want you to be completely satisfied with your insurance protection and service.

IMPORTANT NOTICE TO COMMERCIAL INLAND MARINE POLICYHOLDERS

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the significant broadenings, restrictions and clarifications of coverage that were made in various policy forms and endorsements. It does not reference editorial changes that were made for clarity and readability if there was no change in coverage intent. **Only the forms and endorsements referenced on the declaration page of your policy are affected by this notice.**

You should read your policy and its endorsements carefully. If there is any conflict between the policy terms and this notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

RESTRICTIONS TO COVERAGE

Dear Policyholder,

Grinnell Mutual Reinsurance Company (GMRC) values the opportunity to provide business insurance to you under our Commercial Inland Marine program. Please take a moment to review the following changes which may go into effect on your next policy renewal.

Notice Of Deductible Change

GMRC is implementing new minimum deductibles for certain classes of business. Your policy has been identified as containing a class of business subject to a new minimum deductible option.

If you have any questions, please contact your agent as we want you to be completely satisfied with your insurance protection and service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	Amount and Basis of Deductible	
		PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability OR		\$	\$
Property Damage Liability OR		\$	\$
Bodily Injury Liability and/or Property Damage Liability Combined		\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
 - B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combined
- as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages 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.

GRINNELL MUTUAL REINSURANCE COMPANY

4215 Highway 146 PO Box 790 Grinnell IA 50112-0790

NOTICE OFFER OF COVERAGE FOR CERTIFIED ACTS OF TERRORISM DISCLOSURE OF PREMIUM REJECTION STATEMENT

Coverage for certified acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), the definition of act of terrorism changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The premium for this insurance policy includes coverage for losses resulting from an act of terrorism certified under the federal program in the amount of:

\$ 10.00

You may choose to reject this coverage for losses resulting from an act of terrorism certified under the federal program. In this state and on this policy, a terrorism exclusion does not apply to fire losses to covered property resulting from an act of terrorism. If you reject the coverage for losses resulting from an act of terrorism certified under the federal program, that rejection does not apply to such fire losses. Thus, you will have coverage for such fire losses under this policy even if you reject coverage for acts of terrorism certified under the federal program.

Rejection of coverage for losses resulting from an act of terrorism will cause your premium to be reduced by the amount shown above and you will receive an endorsement removing coverage for losses resulting from an act of terrorism certified under the federal program.

To reject this coverage, sign the rejection statement below and return this notice to us within 30 days by mailing it to:

**Commercial Underwriting Support
Grinnell Mutual Reinsurance Company
PO Box 790
Grinnell, IA 50112-0790**

If we do not receive this notice indicating your rejection, the coverage for losses resulting from an act of terrorism certified under the federal program will apply to this policy and you will be responsible for payment of the premium.

REJECTION STATEMENT. I hereby reject coverage for losses resulting from an act of terrorism certified under the federal program established through the Terrorism Risk Insurance Act. I understand that this rejection results in there being no coverage for losses resulting from an act of terrorism certified under the federal program, except that I will have coverage for fire losses resulting from an act of terrorism.

ADVANTAGE LAWN CARE LLC

Policy #: 0000689962

Agent #: 0630038

Signature of Policyholder or Authorized Representative
if Policyholder is not an individual

Print Name of Person Signing Above

Date

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 attorneys' 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 attorneys' 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 even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of 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 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 seven 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.

However, this exclusion does not apply to liability for damages because of "bodily injury".

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. 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 Transactions 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.

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, in any manner, 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, in any manner, 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 web sites 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. 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 Transactions 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.

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 Paragraph (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.

(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 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, bylaws 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, road-beds, 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 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, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION 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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

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 programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** 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 that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** 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 (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** 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;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) 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 where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. **Exclusions of Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". 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 offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE 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:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

- 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:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

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.

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.

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:

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.** 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.
- "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.
- 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 injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LAWN CARE SERVICES LIMITED POLLUTION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **(1)(d)** of Exclusion **f.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to the application of herbicides or pesticides by an insured on lawns under your regular care.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES GUARANTY ASSOCIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

- A.** Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B.** The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1.a. of Coverage C. Medical Payments is replaced with the following:

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:
 - (1)** The accident takes place in the "coverage territory" and during the policy period;

- (2)** The expenses are incurred and reported to us within one year of the date of the accident. However, expenses reported to us after one year of the date of the accident will not be denied solely because of the late submission unless such late submission operates to prejudice our rights; and
- (3)** The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Exclusion 2.I. of **Section I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

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 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.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

EMPLOYEE BODILY INJURY TO A CO-EMPLOYEE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer’s Liability is expanded by addition of the following:

This exclusion does not apply if:

- (1) An “employee” injures or causes the death of a co-“employee” or “volunteer worker” in the course of employment or while performing duties related to the conduct of your business; and
- (2) The co-“employee” or “volunteer worker”, or his/her spouse, child, parent, brother, sister, or estate files a civil claim or “suit” for recovery of legal damages due to the injury to or death of the co-“employee” or “volunteer worker”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS, LEAD, AND SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

2. Exclusions of SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY and SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY are expanded by addition of the following exclusions:

A. Asbestos

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - a. Inhalation, ingestion, or prolonged physical exposure to "asbestos" or goods or products containing "asbestos", including lung-related diseases, such as, but not limited to, asbestosis, mesothelioma, or cancer;
 - b. The use of "asbestos" in constructing or manufacturing any good, product, or structure;
 - c. The removal of "asbestos" from any good, product, or structure; or
 - d. The manufacture, sale, transporting, storage, or disposal of "asbestos" or goods or products containing "asbestos";
2. 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 "asbestos";
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs 1.a. through d. or 2., above; or
4. Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs 1., 2., or 3. above.

B. Lead

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of "lead", such as but not limited to "lead" from paint, water, plumbing solder, pipe, and fixtures;
2. Any cost or expense to test for, monitor, abate, encapsulate, mitigate, remove or dispose of "lead", such as but not limited to "lead" included in paint, water, plumbing solder, pipe and fixtures;
3. Any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given in connection with paragraphs 1. and 2. above; or
4. Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs 1., 2. or 3. above.

C. Silica Or Silica-Related Dust

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica", "silica-related dust", or "silica" included as a constituent part of a product, such as, but not limited to, paint, brick, tile, gravel, concrete, fiberboard, and residential or commercial construction.
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica", "silica-related dust", or "silica" included as a constituent part of a product, such as, but not limited to, paint, brick, tile, gravel, concrete, fiberboard, and residential or commercial construction materials;

3. "Personal and advertising injury" arising, in whole or in part, out of the actual alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica", "silica-related dust", or "silica" included as a constituent part of a product, such as, but not limited to, paint, brick, tile, gravel, concrete, fiberboard, and residential or commercial construction materials;
4. Any loss, cost or expense arising, in whole or in part, 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, "silica", "silica-related dust", by any insured or by any other person or entity;
5. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs 1., 2., 3., and 4. above; or

Any obligation to share damages with or repay someone else who must pay damages in connection with paragraphs 1., 2., 3., 4., or 5. above.

For the purposes of this endorsement, the following are added to **SECTION V – DEFINITIONS**:

1. "Asbestos" means any of several silicate minerals, including chrysotile, that readily separate into long flexible fibers suitable for use as a noncombustible, nonconducting, or chemically-resistant material, whether in pure form or included in other products or substances.
2. "Lead" means lead, lead compounds or lead contained in any materials, including lead from paint or water, and any dust therefrom.
3. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
4. "Silica-related dust" means a mixture or combination of "silica" and other dust or particles.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

AMENDMENT LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, c. Liquor Liability of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** or **SECTION I – COVERAGES, PRODUCTS/COMPLETED OPERATIONS, 2. Exclusions, c. Liquor Liability** of the **PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE FORM** is deleted and replaced by the following:

2. Exclusions

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) Permitting persons to bring alcoholic beverages onto the premises, and consume those alcoholic beverages to a state of intoxication;
- (3) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (4) Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies only if:

- (1) You manufacture, sell, or distribute alcoholic beverages;
- (2) You serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license; or
 - (b) Is for the purpose of financial gain or livelihood;
- (3) You serve or furnish alcoholic beverages without a charge, if a license is required for such activity;
- (4) Your liability arises from a violation of the provisions of the liquor control act or dramshop law of any state; or
- (5) You operate or own a restaurant, golf course, country club, or business at which prepared food is served or sold, and you permit a customer to bring alcoholic beverages onto your premises for consumption by that person or guests.

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PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

AMENDMENT TO DEFINITION OF POLLUTANTS

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
 CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR
 OPERATIONS OF DESIGNATED CONTRACTOR
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
 RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**

The definition of "pollutants" as found within your policy is deleted and replaced with the following language:

"Pollutants" means any organic or inorganic substance, permitted or unpermitted, or material that is a solid, liquid, gas, radioactive, bacterial, fungal, thermal or other substance that can be toxic, hazardous, cause irritation to animals or persons, cause contamination to property and the environment or pose an unacceptable risk to public health, safety or welfare or to the environment including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, fibers, particles, sludge, by-products, waste (as currently defined at 40 C.F.R. Section 261.2 and Section 261.3 and as may be amended). Waste includes, without limitation, materials that have been, or are to be, injected, discarded, recycled, reconditioned or reclaimed.

"Pollutants" includes any acetone; adhesives; adipic acid; alcohols; alkaline copper quat; ammonia and ammonia solutions; anhydrous ammonia; arsenic; asphalt; aviation fuel; barium; benzene; biological waste; brake fluid (glycol mineral oil or silicon based); brine; bromine and compounds of bromine; butane; cadmium; carbon dioxide; cfc113; chlorinated hydrocarbons; chlorine and compounds of chlorine; chlorofluorocarbons; chloroform; chromate copper arsenate; chromium; chromium compounds; cleaning solutions; coatings; commercial garbage, refuse and trash; coolants; copper; creosote; cyclohexanone; cyclohexanone resins; degreasers; detergents; dichloromethane; diesel fuel; diethyl ketone; dimethyl ketone; dimethylmercury; dioxane; dioxin; diphenyl ketone; dry cleaning solvents; dyes; emulsions/emulsifiers; ethanol; ethanol fuel; ethylbenzene; Ethylene dibromide; ethylene dichloride; ethylene glycol; ethylmercury; exhaust particulate matter and gases; fertilizer; finishes; fluorine and compounds of fluorine; Freon; fuel oils; fungicides; gasoline; grease; heating oil; herbicides; hexavalent chrome; hexone; hexylene glycol; household garbage, refuse and trash; hydraulic fluid (composed of mineral oil or natural oil base stocks); hydrocarbons; hydrochlorofluorocarbons; impurities and wastes in used motor oil; industrial garbage, refuse and trash; industrial solvents; inert gases; inks; insecticides; isopropyl alcohol; kerosene; ketones (compounds and isomers); lacquer; leachate; lead and lead compounds; legal or illegal drugs and/or drug production bi-products; liquefied petroleum gas (LPG); lubricants; medical waste; mercury and compounds containing mercury; metal and compounds of metal; methanol; methyl acetone; methyl chloroform; methyl ethyl ketone; methyl isobutyl ketone; methyl isopropyl ketone; methyl ketone; methyl propanone; methyl propyl ketone; Methyl tert-butyl ether (MTBE); methyl vinyl ketone; methylene chloride; methylmercury; mineral oil; mineral spirits; motor oil; nano fibers; naphtha; naphtha compounds; naphthalene; natural gas; natural gas by-products; natural gas derivatives; n-butyl acetate; nitrogen oxides; ozone; paints; particles and tubes; pentachlorophenol; perchloroethylene; perfluorocarbons; peroxides; pesticides; petroleum; petroleum by-products; petroleum distillates; phenols and compounds of phenols; phenylmercury; polishes; polybrominated biphenyls (PBB); polychlorinated biphenyls; polynuclear aromatic hydrocarbons; propane; propylene glycol; quaternary ammonium cations (quats); quaternary ammonium compounds; quaternary ammonium salts; radioactive material; radioactive waste; refrigerants; resins; rodenticides; sealants; selenium; sewage; shellac; silica; silicon dioxide; soaps; soil amendments; solvent; strains; still-bottoms; Stoddard; styrene; substances related to coal-gasification processing; sulfate; sulfur hexafluoride; synthetic

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fuel; tar; tert-Amyl methyl ether (TAME); tetrachloroethene; tetrachloroethylene; Tetrahydrofuran; thallium; toluene; transmission fluid (mineral oil or synthetic); trichloroethane; trichloroethene; trichloroethylene; trimethylbenzenes; used motor oil; used oil; varnish; vinyl chloride; waste oil; wax; wood preservatives; xylene; zinc; 1,1,1-TCA; 1,1,2-TCA; 1,1,2-trichloro-1,2,2-trifluoroethane; 1,1-DCA; 1,1-DCE; 1,2-DCA; 1,2-DCE; 1,2-Dibromoethane; 1,2-Dichloroethylene; 1,4-dioxane; 2-butanone; 2-butoxyethanol; and 2-propanone.

In addition, "pollutants" includes, but is not limited to, hazardous substances listed, identified or described by any of the following references:

- a. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 2007 Priority List (and any future priority lists);
- b. List of hazardous wastes in the Federal Code of Regulations Title 40, Section 261.30 - 261.35;
- c. U.S. Environmental Protection Agency Chemical References Complete Index;
- d. U.S. Department of Health and Human Services Agency for Toxic Substances and Disease Registry ToxFAQs; and
- e. Any other substance which has been, is, or becomes in the future the subject of any law, statute, regulation, ordinance or other governmental enactment concerning the presence of toxic, hazardous, damaging or harmful substances in the bedrock, soil, air, atmosphere, biota, groundwater or surface water (whether indoors or out, above, at or below ground surface) or is alleged to be toxic, hazardous, damaging or harmful to human health or to the bedrock, soil, air, atmosphere, biota, groundwater or surface water (whether indoors or out, above, at or below ground surface).

The definition of pollutants applies whether or not the "pollutant" is a product of your business, operations, premises, site or location or is a product used by you or has any function in your business, operations, premises, site or location, permitted or unpermitted.

All other policy terms and conditions apply.

This endorsement may not be waived or modified except by a written document issued by "us".

<p>PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.</p>
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OIL, GAS, AND INJECTION WELL LIABILITY EXCLUSION (INCLUDING DRILLING FLUIDS EXCLUSION)

With respect only to this Oil, Gas, and Injection Well Liability Exclusion endorsement, "your" policy is amended as indicated.

EXCLUSIONS

The following Exclusions are added:

1. "We" do not cover "bodily injury", "property damage", or "personal and advertising injury" arising out of any oil, gas, petrochemical, "drilling fluids", or other substance discharged, dispersed, injected into, or leaking into any surface or sub-surface water, into the air, or onto or into the ground, arising out of:
 - a. Any oil, gas, or injection well development, operation, or termination, including, but not limited to, the drilling, re-drilling, installation, production, plugging, or hydraulic fracturing;
 - b. Production of oil or gas to heat any building owned by, leased to, or in the care of an "insured"; or
 - c. Any oil, gas, or injection well that is not in production.

However, this does not apply to "bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire".

2. "We" do not cover "bodily injury", "property damage", or "personal and advertising injury" arising from any earth movement or earthquake allegedly or actually caused by:
 - a. Any drilling, fracking, pumping, injection, removal, or storage of "drilling fluids" into or from any oil, gas, or petrochemical well; or
 - b. Any "disposal", storage, or insertion of "drilling fluids" into an injection well or sub-surface formation used for permanent burial of such "drilling fluids".
3. "We" do not cover "bodily injury", "property damage", or "personal and advertising injury" arising from migration, seepage, or movement of "drilling fluids" into the water table, water wells, aquifers, or bodies of water.
4. "We" do not cover any claim of common law or statutory nuisance or trespass arising from the drilling, development, operation, or termination of an oil, gas, injection, or "drilling fluids" well.
5. "We" do not cover any "bodily injury", "property damage", or "personal and advertising injury" arising out of the handling or "disposal", by any means, of "drilling fluids" from any oil or gas drilling, development, retrofitting, or maintenance operation.
6. "We" do not cover any "bodily injury", "property damage", or "personal and advertising injury" arising out of the handling or "disposal" of "drilling fluids" in a manner contrary to law, regulation, or ordinance.
7. "We" do not cover any legal liability arising from a term of a contract or agreement requiring "you" or any "insured":
 - a. To indemnify any person or business;
 - b. To hold harmless any person or business;
 - c. To pay on behalf of any person or business; or
 - d. To insure any person or business;

for any claim or judgment, arising out of "bodily injury", "property damage" or "personal and advertising injury" occurring during the development, operation, or termination of any oil, gas, or injection well, including removal, disposal, or burying of "drilling fluids".

We have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, claim, suit, expenses, fines, or penalties mandated or assessed by any government agency, court, or other legal authority with respect to any activities, hazards, injuries, or damages, excluded by this endorsement.

This exclusion is supplemental to, and not a limitation of, any other policy language which may exclude or limit this policy to pollution related exposures.

DEFINITIONS

The following Definitions apply to the coverage afforded by this endorsement:

1. "Disposal" means, but is not limited to, transporting by vehicle, pipeline, or any other method, depositing at a disposal site, depositing at a water treatment facility, depositing at a sewage treatment facility, or injection into a well or otherwise into the earth, or release into or upon bodies of water, aquifers, or the atmosphere.
2. "Drilling fluids" mean any **(a)** liquid, **(b)** solid suspended in a liquid, or **(c)** chemical, any of which may be injected into a gas or oil well or a rock formation, for the purpose of aiding in the release or extraction of oil, gas, or petrochemicals from sub-surface formations. "Drilling fluids" include the chemicals and the liquid or solid substances removed or pumped from the sub-surface gas or oil well prior to, during, or after the extraction of the gas, oil, or other petrochemicals. Radioactive or other dangerous substances which are picked-up during the drilling and extraction processes are also deemed a part of the "drilling fluids" referenced in the exclusions.
3. "Hostile fire" means one which has initiated away from the oil, gas, or injection well production site on a premise owned or under the control of "you", has become uncontrollable, and has spread to the oil, gas, or injection well from the other location.

The following Definition replaces any definitions stated in "your" policy for "personal injury", "advertising injury", or "personal and advertising injury":

"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".

All other terms and conditions of this policy apply.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

ANTI-STACKING OF LIMITS OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM LIABILITY COVERAGE FORM

The **LIMITS OF INSURANCE** section of your policy is expanded by addition of the following:

Subject to the General Aggregate Limit, the Each Occurrence Limit shown in the Declarations or Supplemental Declarations is the most we will pay for all "bodily injury", "property damage", "personal and advertising injury", "personal injury", and "advertising injury" arising out of any one "occurrence". If any "occurrence" is covered by one or more policies issued by us and to which this endorsement is attached, then we will pay no more than the highest applicable liability limit of any one policy in payment of all losses arising from that "occurrence".

IMPORTANT NOTICE TO MISSOURI COMMERCIAL POLICYHOLDERS

NOTICE OF NON-FILED RATES AND FORMS
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Dear Policyholder,

Recent changes to Missouri Revised Statutes 379.321 allow insurance companies to discontinue filing rules and rates for certain lines of business. This same revision also allows insurance companies to discontinue the filing of policy forms for certain commercial insureds.

Grinnell Mutual Reinsurance Company wishes to inform you that your policy may include rates and forms which may not have been filed with the Missouri Department of Insurance, Financial Institutions and Professional Registration.

Grinnell Mutual Reinsurance Company also wishes to inform you that at this time we will continue to file all policy forms with the Missouri Department of Insurance as we do not anticipate meeting the exception outlined in Missouri Revised Statutes 379.321 for the discontinuation of filing policy forms.

If you have any questions, please contact your agent as we want you to be completely satisfied with your insurance protection and service.

<p>PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.</p>
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CYBER-ATTACK INJURY EXCLUSION

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The policy and any endorsement providing “bodily injury”, “property damage”, or “personal and advertising injury” liability coverage is amended to include the following exclusion applicable to any such coverage. This exclusion does not apply to the **CYBER LIABILITY AND BREACH RESPONSE COVERAGE**.

CYBER-ATTACK INJURY EXCLUSION

This insurance does not apply to any of the following:

1. “Bodily injury”, “property damage”, or “personal and advertising injury” arising from a “cyber-attack”;
2. Loss of or damage to Covered Property, or resultant loss of use of Covered Property, arising from a “cyber-attack”;
3. All loss, cost, expense, or defense fees arising out of any request, demand, order, or statutory or regulatory requirement that any insured or others provide, monitor, notify, or respond to an actual or alleged “cyber-attack”;
4. All loss, cost, or expense incurred to repair, restore, or replace “computer systems”, data storage devices, or other information technology equipment and software to a state of normal operation after a “cyber-attack”;
5. All monetary sums, including ransoms, paid to third persons, in order to resolve or eliminate the impact of a “cyber-attack”;
6. Any claim, demand, “suit”, judgment, penalty, or administrative award or fine brought by or imposed by a court or governmental authority for damages, injunction, or other equitable or legal remedy because of providing, monitoring, notifying, or responding to an actual or alleged “cyber-attack” or failing to provide, monitor, notify, or respond to an actual or alleged “cyber-attack”; or
7. Any act, omission, claim, demand, “suit”, loss, cost, or expense which is covered or potentially covered under the **CYBER LIABILITY AND BREACH RESPONSE COVERAGE**.

For purposes of application of this **CYBER-ATTACK INJURY EXCLUSION**, the quoted terms below have the following meanings:

1. “Computer systems” means computers, any software residing on such computers, and any associated devices and equipment:
 - a. Operated by and either owned by or leased to the “insured organization”; or
 - b. Operated by a third party pursuant to a written contract with the “insured organization” and used for the purpose of providing hosted computer application services to the “insured organization” or for processing, maintaining, hosting, or storing the “insured organization’s” electronic data.
2. “Control group” means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel), or risk manager of the “insured organization” and any individual in a substantially similar position.
3. “Cyber-attack” means:
 - a. The theft, loss, or “unauthorized disclosure” of “personally identifiable information” or “third party information” that is in the care, custody, or control of the insured or others;
 - b. The alteration, corruption, destruction, deletion, or damage to electronic data;
 - c. The failure to prevent the release or transmission of malicious code, “personally identifiable information”, or “third party information”; or
 - d. The non-consensual downloading of malicious, destructive, or debilitating software into “computer systems”, data storage devices, or other information technology equipment, depriving any “insured” of access to or use of the systems, devices, or equipment until a monetary amount or ransom is paid to third parties.

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4. "Personally identifiable information" means:
 - a. Any information concerning an individual that is defined as private personal information under any "breach notice law"; and
 - b. An individual's driver's license or state identification number, social security number, unpublished telephone number, and credit, debit, or other financial account numbers in combination with associated security codes, access codes, passwords, or PINs, if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

"Personally identifiable information" does not include publicly available information that is lawfully made available to the general public.

5. "Third party information" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party which is not available to the general public.
6. "Unauthorized disclosure" means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the "insured organization" and is without knowledge of, consent, or acquiescence of any member of the "control group".
7. "Breach notice law" means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. "Breach notice law" also includes any statute or regulation requiring notice of a "data breach" to be provided to governmental or regulatory authorities.
8. "Data breach" means the theft, loss, or "unauthorized disclosure" of "personally identifiable information" or "third party information" that is in the care, custody, or control of the "insured organization" or a third party for whose theft, loss, or "unauthorized disclosure" of "personally identifiable information" or "third party information" the "insured organization" is liable.
9. "Insured organization" means the "named insured" and any subsidiaries.

Any quoted term used in this endorsement, and not defined herein, is defined in the Policy.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

PUNITIVE DAMAGES EXCLUSION

The following exclusion is added to your policy:

"We" will not pay for a punitive or exemplary damages award, judgment, or settlement against any "insured". "We" will not pay any interest or expenses accruing on that portion of an award or judgment relating to the assessment of punitive or exemplary damages.

If a claim or suit is otherwise covered by the policy, "we" will defend any "insured" for any claim or suit in which punitive or exemplary damages are sought if the claim or suit also requests compensatory damages.

All other terms of this policy apply.

THE PREMIUM AUDIT

WHAT IS A PREMIUM AUDIT?

It is an examination of an insured's operations, records, and books of account to determine the actual exposures and applicable premiums for the coverages provided.

PURPOSE OF THE PREMIUM AUDIT

A premium audit, whether by phone, mail, or on site is necessary in order to determine the final premium. Premiums for casualty insurance, in particular General Liability and Workers Compensation, are based on such variables as sales, receipts, costs, or payrolls.

These variables are estimated when the policy is issued so a deposit premium can be established. The final premium is determined at the end of the policy term when the actual figures are available.

If the deposit premium charged was too high, we will return the excess premium. If it was too low, the insured will owe additional premium to the company.

Authority for the company to conduct an audit of the insured's financial records and books, and then to compute the appropriate premium, is contained as a condition of the policy.

RECORDS TO BE REVIEWED

To be certain the premiums fairly represent the exposures, the insured must maintain accurate records.

Depending on the coverage provided, the premium auditor will be able to secure the necessary data from the following types of records:

- General Ledger
- Payroll Journal
- Individual Earnings Cards or Ledger
- Cash Receipts Journal
- Tax Records (State and Federal)
- Accounts Receivable Journal
- Accounts Payable Journal Quarterly Wage Reports

- Financial Statements
- Cash Disbursements
- Sales Records
- Certificates of Insurance from Subcontractors

Not all of these records will be needed from every insured. The insured may designate a contact person for this information such as their accountant or office manager if desired.

It is possible for the duties of employees to fall into more than one job classification. It is important to keep payroll records based on the type of work the employee actually performs. Without adequate records, the entire payroll for the employee may be charged to the highest rated classification, depending on your state's requirements.

PAYROLL REMUNERATION

Many of the premiums for casualty insurance are based on payroll. This can be simply defined as the total remuneration for services performed by an employee. Remuneration may include:

- Wages
- Bonuses
- Commissions
- Incentive Pay
- Sick Pay
- Meals or Lodging received as part of employee's pay
- Store Certificates or Merchandise
- Piece Work
- Overtime Hours at straight time rate
- Holiday or Vacation Pay and Tips are subject to special rules for many states.

EXECUTIVE OFFICER OR PARTNERS

The earnings of executive officers or partners are usually included in GL premium computation at a flat amount which varies by state. The actual payroll will be needed if these individuals are included for coverage on the WC policy and may be subject to state minimum or maximum amounts.

COVERAGE AUDITED:

- **GENERAL LIABILITY**

**Premises/Operations and
Products/Completed Operations**

Manufacturing and processing as well as mercantile classifications are rated on a gross sales basis.

Contracting and service risks are rated on a payroll basis.

Overtime hours are included at straight time rate.

- **WORKERS COMPENSATION**

The gross payroll is used to figure the premiums for each classification.

Overtime hours are included at straight time rate.

Payroll of executive officers, partners, and individuals will be included or excluded depending on coverage provided for the policy term being audited.

- **INDEPENDENT
CONTRACTORS/SUBCONTRACTORS**

The insured should obtain a current Certificate of Insurance for ALL subcontractors that he hires. The GL premium charge for properly insured subcontractors is much less than the charge made for subcontractors without proper certificates of insurance on file.

No charge will be made on WC policies for subcontractors when proper certificates are provided. A charge may be made for the payroll of uninsured subcontractors depending on state statutes.

CERTIFICATES OF INSURANCE

Certificates of Insurance from the subcontractor/independent contractor verify that coverage was in effect for the subcontractor. It is required that all certificates for independent/subcontractors, indicate coverage in force during job period and that the Premises Operations and Products Completed Operations limits for the independent/subcontractor be at least the lower of: 1) limits equal to the limits carried by our insured; or 2) \$1,000,000 each Occurrence/\$2,000,000 Aggregate. It is extremely important that appropriate certificates of insurance from each subcontractor be secured and on file, **NOT REQUESTED AFTER AUDITOR ARRIVES**. Auditors will ask to review certificates at the time of audit. Failure to obtain the certificates will require the inclusion of the payroll for the uninsured or inadequately insured subcontractor at the appropriate classifications for the jobs being done by the independent/subcontractor and could increase the premium substantially.

The basis of premium for adequately insured subcontractors is **TOTAL COST**. Total cost is defined as the total cost of all work let or sublet in connection with each specific project including: 1) the cost of all labor; materials and equipment furnished, used or delivered for use in the execution of the work; and 2) all fees, bonuses or commissions made, paid, or due.

The cost of all such items must be included whether furnished by the owner, the general contractor or any subcontractors. **THUS, IF THE GENERAL CONTRACTOR SHOULD FURNISH PART OF THE MATERIAL IN A SUBLET PROJECT, THE COST THEREOF MUST BE ADDED TO THE AMOUNTS PAID TO THE CONTRACTOR TO ARRIVE AT THE TOTAL COST OF THE WORK.**

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

DISTRIBUTION, COLLECTION, OR USE OF MATERIAL IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
GARAGE COVERAGE FORM
FARM COVERAGE PART

The policy and any endorsement providing “bodily injury”, “property damage”, or “personal and advertising injury” liability coverage are amended to include the following new exclusions applicable to any such coverage.

1. Distribution, Collection, Or Use Of Material In Violation Of Law Exclusions

If the policy contains an exclusion relating to the recording and distribution of material in violation of law, it is replaced by the following provision:

- a. The policy and any endorsement does not cover “bodily injury”, “property damage”, or “personal and advertising injury” arising directly or indirectly out of any act 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, or FCRA, and their amendments and additions, that prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information.
- b. We do not cover any direct or indirect act or omission that violates or is alleged to have violated any statute, ordinance, regulation, or law identified in paragraph **a.** above.

We will not defend or indemnify any insured for a judgment or settlement with regard to any claim, “suit”, or other legal or administrative proceeding in which any insured is alleged to have violated any statute, ordinance, regulation, or law identified in paragraphs **a.** and **b.** above.

This exclusion applies regardless of the actual or alleged mental state or intent of the person alleged to have violated the statutes, ordinances, regulations, and laws identified in paragraphs **a.** and **b.** above.

2. Electronic Aggression Exclusion

We do not cover “bodily injury”, “property damage”, or “personal and advertising injury”:

- a. Arising out of oral, written, televised, videotaped, or electronic publication of material;
 - (1) If done by or at the direction of any “insured” with knowledge of its falsity; or
 - (2) Whose first publication took place before the effective date of the policy.

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- b.** Arising directly or indirectly out of an act of electronic aggression, by an insured, which is committed or transmitted:
 - (1)** By means of an electronic forum, including but not limited to, an electronic bulletin board, an electronic chat room, a gripe site, a social networking site, a web site, or a web blog; or
 - (2)** By other electronic means, including but not limited to, email, instant messaging, and text messaging.

For the purposes of this exclusion, electronic aggression means any written or oral communication or video which harasses, bullies or causes embarrassment or emotional distress to a person, as measured from the objective viewpoint of a reasonable person. The mental state or intent of any insured in communicating or transmitting the material is not relevant to the application of this exclusion.
- c.** Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an insured; or
- d.** Caused by or at the direction of an insured with the knowledge that the act would violate the rights of another and would inflict personal injury.

All other terms and conditions of this policy apply.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

CERTIFIED ACTS OF TERRORISM UNITED STATES REIMBURSEMENT

The following is made a part of your policy.

If this policy includes coverage for Certified Acts Of Terrorism, the coverage provided for losses resulting from an act of terrorism certified under the federal program is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged by us does not include any charges for the portion of the loss covered by the federal government.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

EXCLUSION OF OTHER ACTS OF TERRORISM

The following provisions are added to your policy:

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 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

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(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. Exception Covering Certain Fire Losses

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.

D. 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.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

ARBITRATION OR LAWSUIT EXCLUSION

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
FARM LIABILITY COVERAGE FORM
FARM UMBRELLA LIABILITY POLICY**

EXCLUSIONS

The following Exclusions are added:

1. We do not cover any award or judgment in which you or any insured agrees or has agreed to participate in an arbitration proceeding to determine the liability and damages to be recovered by anyone, unless we have been notified of the pendency of that proceeding and have voluntarily consented, or voluntarily declined, to participate in that arbitration proceeding. This exclusion also applies to any arbitration award or decision which is reduced to civil judgment after the conclusion of the arbitration against you or any insured.
2. We do not cover any legal or monetary obligations arising from a settlement agreement, contract to limit recovery, or covenant not to execute with anyone, unless we have agreed to be bound by that agreement, contract, or covenant prior to its formation.

All other terms and conditions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

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.

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
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL 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.

MISSOURI CHANGES CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

B. With respect to the:

- Commercial General Liability Coverage Part
- Commercial Property – Legal Liability Coverage Form **CP 00 40**
- Commercial Property – Mortgageholders Errors And Omissions Coverage Form **CP 00 70**
- Crime And Fidelity Coverage Part
- Employment-Related Practices Liability Coverage Part
- Equipment Breakdown Coverage Part
- Farm Liability Coverage Form
- Liquor Liability Coverage Part
- Pollution Liability Coverage Part
- Products/Completed Operations Liability Coverage Part
- Medical Professional Liability Coverage Part;

the following **Cancellation** and **Nonrenewal** Provisions apply:

Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
 - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - b.** 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
 - (1)** Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
 - (2)** Changes in conditions after the effective date of this policy which have materially increased the risk assumed;

- (3) We become insolvent; or
- (4) We involuntarily lose reinsurance for this policy;
- c. 60 days before the effective date of cancellation if we cancel for any other reason.

Nonrenewal

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

- a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. With respect to the:

Capital Assets Program (Output Policy) Coverage Part

Commercial Inland Marine Coverage Part

Commercial Property Coverage Part

Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions Coverage Form

Farm – Livestock Coverage Form

Farm – Mobile Agricultural Machinery And Equipment Coverage Form;

Paragraphs 1., 2., 3., 4. and 6. of the **Cancellation** Common Policy Condition are replaced by the following:

Cancellation, Nonrenewal And Decreases In Coverage

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, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
 - a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
 - b. 30 days before the effective date of this action if 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:

- a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
- b. Any other action will state the effective date of that action.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. With respect to all Coverage Parts addressed in this endorsement, Paragraph 5. of the **Cancellation Common Policy Condition is replaced by the following:**

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:

- a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is:

- (1) Cancelled by us or at our request;
- (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
- (3) Cancelled but rewritten with us or in our company group; or
- (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.

- b. When this policy is cancelled at the request of the first Named Insured (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium (or 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part), rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.

The refund will be less than 90% of the pro rata unearned premium (or less than 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part) if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

GUARANTY ASSOCIATION COVERAGE LIMITATIONS MISSOURI

No coverage is provided by this notice, nor does it replace any provision of your policy. You should read your policy for complete information on the coverages you are provided. If there are any discrepancies between the policy and this summary, THE PROVISIONS OF THE POLICY GOVERN.

If "we" are a member of the Missouri Property and Casualty Insurance Guaranty Association (the Association), and subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (the Act), the Association will pay claims covered under the Act if "we" become insolvent.

The Act contains various exclusions, conditions, and limitations that control a claimant's eligibility to collect payment from the Association and affect the amount of any payment.

In accordance with other provisions of the Act, the following limitations apply:

1. claims covered by the Association do not include a claim by or against an insured of an insolvent insurer if the insured has a net worth of more than \$25 million, as defined by Section 375.772 RSMo., on the date the insurer becomes insolvent.
2. payments made by the Association for covered claims will include only the amount of each claim which is less than \$300,000.

However, the Association will not:

- a. pay any amounts greater than the applicable limit of insurance of the policy from which a claim arises; or
- b. return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage provided by this policy.

AMENDATORY ENDORSEMENT MISSOURI

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

Cancellation and Nonrenewal -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy or any of its parts by mailing or delivering written notice to "you". Proof of mailing to "you" at the address in the policy is sufficient proof of notice.

"We" will give "you" notice at least ten days before the cancellation is effective if the cancellation is based upon one or more of the following reasons:

- a. nonpayment of premium;
- b. fraud or material misrepresentation affecting the policy or in the presentation of a claim thereunder or a violation of any of the "terms" or conditions of the policy;
- c. changes in conditions after the effective date of the policy which have materially increased the hazards originally insured;
- d. "our" insolvency; or
- e. "we" involuntarily lose "our" reinsurance for the policy.

If "we" cancel this policy for any other reason, "we" will give "you" notice at least 60 days before cancellation is effective.

If "we" do not renew this policy, "we" will give "you" notice at least 60 days before nonrenewal is effective.

The notice will state the time that the cancellation or nonrenewal is to take effect, and will state the reasons for cancellation or nonrenewal.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

Assignment or transfer of this policy to another affiliated insurer in "our" insurance holding company system is not a cancellation or nonrenewal of this policy.

2. Under Common Policy Conditions, the following condition is added:

Claims History -- In the case of cancellation or nonrenewal, "we" will furnish a statement of the policy claims history within 30 days of "your" written request.

3. Under Common Policy Conditions, the following condition is added:

Renewal -- If "we" decide to renew this policy subject to an increase in premium of 25% or more, "we" will give notice at least 60 days prior to the expiration date. "Our" notice will be mailed or delivered to "you" at the address on the policy, and to "your" agent.

If "we" fail to meet this notice requirement, "you" will have the option of continuing the policy for the remainder of the notice period plus an additional 30 days at the premium rates for the expiring policy.

Renewal notice is not required unless the increase in premium is 25% or more, exclusive of premium increases due to a change in "your" operations that increases the hazard insured or the loss characteristics, or due to changes in the exposure basis.

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CERTIFIED TERRORISM LOSS

1. The following definitions are added.
 - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
 - 1) to be an act of terrorism;
 - 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
 - 3) to have resulted in damage:
 - a) within the United States; or
 - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a 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 at the premises of any United States mission;
 - 4) to have been 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; and
 - 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
 - b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".
2. The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".
3. The following provision is added.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.
4. The following provisions are added.
 - a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
 - b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

SINGLE DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES,
CONDITIONS, DEFINITIONS
GARAGE COVERAGE FORM
LIVESTOCK COVERAGE FORM
MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
MOTOR TRUCK CARGO LIABILITY COVERAGE FORM
OWNER’S CARGO COVERAGE
TRIP TRANSIT COVERAGE**

The Deductible provisions of the above coverage forms are amended by addition of the following:

Single Deductible For Collision Damage to Vehicles or Property Insured Under More Than One Coverage Form Issued By Us

If collision damage is sustained to one or more vehicles or to property covered under one or more of the above coverage forms issued by us, only one deductible shall apply subject to the following rules:

1. At least one covered “auto” is involved in a collision with other covered “autos” or property, all of which must be insured under the above coverage forms by us; and
2. All damaged “autos” or property must be owned by the same Named Insured or a business insured by us and wholly under the control of that same Named Insured.

In determining which deductible applies, we will use the highest of the deductibles stated in the policies issued by us and applying to the collision damage sustained to the “autos” or property.

This endorsement does not apply to payments under a comprehensive physical damage coverage part of a policy. All deductibles will be applied to payments under those coverage parts.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

ACTUAL CASH VALUE DEFINITION ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM
COMMERCIAL INLAND MARINE POLICY
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART**

The **Definitions** have been amended by addition of the following terms:

“Actual Cash Value” means:

1. Replacement cost at the time of loss less “depreciation”; or
2. The cost to repair the covered property less “depreciation”;

whichever is less.

“Depreciation” means a reduction in value of the covered property as the result of wear and tear, age, or technological or economic obsolescence. “Depreciation” will not apply to the repair of covered property unless the repair improves or prolongs the useful life or results in an increase in the monetary value of the covered property. “Depreciation” also applies to labor and materials.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

PROPERTY LEASED, RENTED, OR LOANED TO OTHERS

This endorsement modifies insurance provided under the following:

**CONTRACTOR'S EQUIPMENT COVERAGE (IM 7000 and IM 7001) and
SMALL TOOLS FLOATER (IM 7003)**

PROPERTY NOT COVERED

Paragraph 4. and Paragraph 5. have been deleted under this section of the policy. **(IM 7000 and IM 7001)**

Paragraph 3. has been deleted under this section of the policy. **(IM 7003)**

SUPPLEMENTAL COVERAGES

The following is added to this section of the policy:

- 7. Property Leased, Rented, or Loaned To Others (IM 7000)**
- 3. Property Leased, Rented, or Loaned To Others (IM 7001)**

When a "limit" is indicated on the "declarations", "we" cover direct physical loss caused by a covered peril to covered property while "you" lease, rent, or loan it to others.

PROPERTY COVERED

The following is added to this section of the policy.

- 4. Property Leased, Rented, or Loaned To Others (IM 7003)**

When a "limit" is indicated on the "declarations", "we" cover direct physical loss caused by a covered peril to covered property while "you" lease, rent, or loan it to others.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

MISSING PROPERTY

This endorsement modifies insurance provided under the following:

**CONTRACTOR'S EQUIPMENT COVERAGE (IM 7000, IM 7001, and IM 7002) and
SMALL TOOLS FLOATER (IM 7003)**

PERILS EXCLUDED

Paragraph **2.c.** of **IM 7000** and **IM 7002**, Paragraph **2.d.** of **IM 7001**, and Paragraph **2.e.** of **IM 7003** is deleted and replaced with the following:

"We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory. This exclusion does not apply to covered property in custody of a carrier for hire.

PLEASE READ THIS ENDORSEMENT CAREFULLY, AS IT MODIFIES THE POLICY.

PRIMARY COVERAGE FOR EQUIPMENT BORROWED, LEASED, OR RENTED FROM OTHERS INCLUDED WITHIN CONTRACTORS EQUIPMENT COVERAGE AND SMALL TOOLS FLOATER

This endorsement modifies insurance provided under the following:

**CONTRACTORS' EQUIPMENT COVERAGE (IM 7000, IM 7001, and IM 7002) and
SMALL TOOLS FLOATER (IM 7003)**

HOW MUCH WE PAY

If **IM 7000, CONTRACTORS' EQUIPMENT COVERAGE** is part of this policy, Paragraph 7. **Insurance Under More Than One Policy** is deleted and replaced with the following:

If **IM 7001 or IM 7002, CONTRACTORS' EQUIPMENT COVERAGE** is part of this policy, Paragraph 6. **Insurance Under More Than One Policy** is deleted and replaced with the following:

If **IM 7003, SMALL TOOLS FLOATER** is part of this policy, Paragraph 5. **Insurance Under More Than One Policy** is deleted and replaced with the following:

Insurance Under More Than One Policy

"You" may have another policy subject to the same "terms" as this policy covering "contractors' equipment" that "you" have leased or rented from others. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that this policy bears to the "limit" of all policies covering on the same basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 CAUSES OF LOSS FORM – FARM PROPERTY
 COMMERCIAL PROPERTY COVERAGE PART
 FARM LIABILITY COVERAGE FORM
 FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS,
 DEFINITIONS
 LIVESTOCK COVERAGE FORM
 MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99** the terms Coverage Form and Coverage Part in this endorsement are replaced by the term Policy.
- B.** If partial loss ("loss") or damage to Covered Property is caused by or results from fire, Paragraph **a.**, of the **Loss Payment** Loss Condition is replaced by the following:
- LOSS PAYMENT**
- In the event of partial loss ("loss") or damage caused by or resulting from fire, and covered by this Coverage Part, at your option, we will either:
1. Pay you an amount of money equal to the damage done; or
 2. Repair the damage, so that the property is in as good a condition as before the fire.
- But we will not pay more than the Limit of Insurance.
- C.** The following provision replaces:
1. Paragraph **c.** of the **Loss Payment** Loss Condition in the Commercial Property Coverage Part;
 2. Paragraph **d.** of the **Loss Payment** Loss Condition in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions and Paragraph **c.** of the **Loss Payment** Loss Condition in the Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form; and
- 3.** Paragraph **c.** of the **Loss Payment** Loss Condition in the Capital Assets Program (Output Policy) Coverage Part:
- In the event of loss ("loss") or damage covered under this Coverage Part, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:
1. Accept your claim;
 2. Deny your claim; or
 3. Need more time to determine whether your claim should be accepted or denied.
- If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.
- If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason(s) why more time is needed.
- If we have not completed our investigation, we will notify you again in writing, within 45 days after the date the initial notice is sent informing you that we need more time to determine whether your claim should be accepted or denied and thereafter every 45 days. The written notice shall state why more time is needed to investigate your claim.

- D. Except as provided in E. below, the **Appraisal Loss Condition** is replaced by the following:

APPRAISAL

If we and you disagree on the value of the property or the amount of loss ("loss"), either may make written demand for an appraisal of the loss ("loss"). In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, then, upon your or our request, an umpire shall be selected by a judge of a court of record in the state and county (or city if the city is not within a county) in which the property covered is located. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire. The umpire shall make an award within 30 days after the umpire receives the appraisers' submissions of their differences. A decision agreed to by any two will be binding.

Each party will:

1. Pay its chosen appraiser; and
2. 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.

- E. The **Appraisal Condition** in:

1. Business Income (And Extra Expense) Coverage Form **CP 00 30**;
2. Business Income (Without Extra Expense) Coverage Form **CP 00 32**; and
3. Capital Assets Program Coverage Form (Output Policy), **OP 00 01**, Paragraph **A.7. Business Income And Extra Expense**;

is replaced by the following:

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 and notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, then, upon your or our request, an umpire shall be selected by a judge of a court of record in the state and county (or city if the city is not within a county) in which the property covered is located. The appraisers will state separately the amount of Net Income and operating expense or the amount of loss. If they fail to agree, they will submit their differences to the umpire. The umpire shall make an award within 30 days after the umpire receives the appraisers' submissions of their differences. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. 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.

- F. The **Legal Action Against Us Condition** is replaced by the following:

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 10 years after the date on which the direct physical loss ("loss") or damage occurred.

- G. Paragraph F. above does not apply to the:

1. **Legal Action Against Us Loss Condition** in the Legal Liability Coverage Form;
2. **Legal Action Against Us Condition** applicable to Coverages **C** and **D** in the Mortgageholders Errors And Omission Coverage Form; or
3. **Legal Action Against Us Loss Condition** in the Farm Liability Coverage Form.

H. Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply, subject to all other provisions of the Act:
 - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent, provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
 - b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.
However, the Association will not:
 - (1) Pay an amount in excess of the applicable Limit of Insurance of the policy from which a claim arises; or
 - (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

- I. For the Commercial Property Coverage Part, the following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in the Causes Of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:
 1. We will not pay for loss or damage arising out of any act an insured commits or conspires to commit with the intent to cause a loss.
In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

2. However, this exclusion will not apply to deny coverage to an innocent co-insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Part and the loss arose out of domestic violence. Such coverage will be provided only if the innocent co-insured files a police report and completes a sworn affidavit indicating both:
 - a. The cause of the loss; and
 - b. A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.
3. If we pay a claim pursuant to Paragraph **I.2.**, our payment to the innocent co-insured will be limited to that insured's ownership interest in the property as reduced by any payment to a mortgagee or other secured interest; however, we shall not be required to make any subsequent payment for any loss for which the innocent co-insured has received payment. In no event will we pay more than the Limit of Insurance.

J. The Intentional Loss Exclusion in the Causes Of Loss Form – Farm Property, Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form is replaced by the following:

1. We will not pay for loss ("loss") or damage arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss ("loss").
In the event of such loss ("loss"), no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss ("loss").
2. However, this exclusion will not apply to deny coverage to an innocent co-"insured" who did not cooperate in or contribute to the creation of the loss ("loss"), provided the loss ("loss") is otherwise covered under this Coverage Form and the loss ("loss") arose out of domestic violence. Such coverage will be provided only if the innocent co-"insured" files a police report and completes a sworn affidavit indicating both:
 - a. The cause of the loss ("loss"); and
 - b. A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss ("loss").

3. If we pay a claim pursuant to Paragraph **J.2.**, our payment to the innocent co-"insured" will be limited to that insured's ownership interest in the property as reduced by any payment to a mortgagee or other secured interest; however, we shall not be required to make any subsequent payment for any loss ("loss") for which the innocent co-"insured" has received payment. In no event will we pay more than the Limit of Insurance.

K. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Loss Condition**:

If we pay an innocent co-"insured" for loss ("loss") arising out of an act of domestic violence by another "insured", the rights of the innocent co-"insured" to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss ("loss"), the innocent co-"insured" may not waive such rights to recover against the abuser.

L. Paragraph **K.** above does not apply to the **Transfer Of Rights Of Recovery Against Others To Us Loss Condition** in the Farm Liability Coverage Form.

M. The following is added with respect to the Additional Coverages of Debris Removal and Pollutant Clean Up And Removal, and relates only to the requirement to report expenses to us within 180 days of the specified occurrence:

If you fail to report the expenses to us within the 180-day time frame, such failure will not invalidate a claim under Debris Removal or Pollutant Clean Up And Removal unless such failure operates to prejudice our rights.

N. When the:

1. Replacement Cost Optional Coverage in the Commercial Property Coverage Part;
2. **Valuation** Loss Condition in the Capital Assets Program (Output Policy);
3. Coverage **A Valuation** Loss Condition in the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form; or
4. **Valuation – Property Other Than Improvements And Betterments** Loss Condition in the Farm Property – Barns, Outbuildings And Other Farm Structures Coverage Form;

applies, the following is added with respect to these provisions and relates only to the requirement to notify us of your intent to submit an additional claim (for the difference between the actual cash value and replacement cost) within 180 days after the loss or damage occurs:

If you fail to notify us of your intent within the 180-day time frame, such failure will not invalidate the claim unless such failure operates to prejudice our rights.

O. For the Capital Assets Program (Output Policy) Coverage Part, the following exclusion and related provisions are added to Paragraph **C.2. Exclusions**:

1. We will not pay for loss or damage arising out of any act an insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

2. However, this exclusion will not apply to deny coverage to an innocent co-insured who did not cooperate in or contribute to the creation of the loss, provided the loss is otherwise covered under this Coverage Part and the loss arose out of domestic violence. Such coverage will be provided only if the innocent co-insured files a police report and completes a sworn affidavit indicating both:

- a. The cause of the loss; and
- b. A pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.

3. If we pay a claim pursuant to Paragraph **O.2.**, our payment to the innocent co-insured will be limited to that insured's ownership interest in the property as reduced by any payment to a mortgagee or other secured interest; however, we shall not be required to make any subsequent payment for any loss for which the innocent co-insured has received payment. In no event will we pay more than the Limit of Insurance.

P. The Transfer Of Your Rights And Duties Under This Policy Common Policy Condition is replaced by the following:

1. Transfer By Beneficiary Deed

If you convey real property insured under this policy to a person (known as a grantee beneficiary) designated under a beneficiary deed, which has been properly recorded prior to your death, that person will have your rights and duties with respect to the insured real property, but only for the period from the date of your death until the first of the following occurs:

- a. A period of 30 days from the date of your death;

- b. The date that alternative coverage is obtained on your property; or
- c. The end of the policy period as shown in the Declarations.

2. Transfer By Other Means Following Death

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. 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.

LOSS PAYABLE ENDORSEMENT

In addition to the policy "terms" contained within the Inland Marine Coverage(s), the following conditions apply to described property as indicated on the "declarations".

LOSS PAYABLE

Any loss shall be adjusted with "you" and shall be payable to "you" and the loss payee described on the "declarations" as "your" and their interests appear.

LENDER'S LOSS PAYABLE

Any loss shall be payable to "you" and the loss payee described on the "declarations" as interests appear. If more than one loss payee is named, they shall be paid in order of precedence.

The insurance for the loss payee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms". The insurance for the loss payee does not continue in effect if the loss payee is a ware of changes in ownership or substantial increase in risk and does not notify "us".

If "we" cancel this policy, "we" notify the loss payee at least ten days before the effective date of cancellation if "we" cancel for "your" nonpayment of premium, or 30 days before the effective date of cancellation if "we" cancel for any other reason.

"We" may request payment of the premium from the loss payee, if "you" fail to pay the premium.

If "we" pay the loss payee for a loss where "your" insurance may be void, the loss payee's right to collect that portion of the debt from "you" then belongs to "us". This does not affect the loss payee's right to collect the remainder of the debt from "you". As an alternative, "we" may pay the loss payee the remaining principal and accrued interest in return for a full assignment of the loss payee's interest and any instruments given as security for the debt.

If "we" choose not to renew this policy, "we" give written notice to the loss payee at least ten days before the expiration date of this policy.

CONTRACT OF SALE

Any loss shall be adjusted with "you" and shall be payable to "you" and the loss payee described on the "declarations" as "your" and their interests appear.

The loss payee described above is a person or organization "you" have entered into a contract with for the sale of covered property.

When covered property is the subject of a contract of sale, the word "you" also means the loss payee.

AMENDATORY ENDORSEMENT MISSOURI

1. Under Perils Excluded, Criminal, Fraudulent, or Dishonest Acts, if applicable, is amended to include the following:

However, if a loss results from a pattern of domestic violence committed by or at the direction of an insured, this exclusion will not apply to an otherwise covered loss suffered by another insured who did not cooperate with or contribute to the act that caused the loss. The innocent insured must file a police report and complete a sworn affidavit for "us" that includes both the cause of the loss and a pledge to cooperate in any criminal prosecution of the person committing the act causing the loss.

Subject to all other "terms" of this policy, "our" payment to an insured who did not cooperate in or contribute to the act that caused the loss may be limited to that person's insurable interest in the property, less any payment made to a mortgagee or other party with a legal secured interest in the property. "We" retain all rights set forth in the Subrogation condition of this policy with regard to action against the perpetrator of the act that caused the loss.

2. Under What Must Be Done In Case Of Loss, Notice is amended to include the following provision:

Notwithstanding any other statement in this policy, no provision of the policy that requires "you" to submit written notice of loss within a specified period of time following any loss will be reason to deny "your" claim, unless "your" failure to meet the notice requirement operates to prejudice "our" rights under this policy.

3. What Must Be Done In Case Of Loss is amended to include the following provision:

Notice Of Our Intent -- Unless "we" need more time to investigate "your" claim, "we" will give "you" notice of "our" intent to accept or deny "your" claim within 15 working days after receipt of a duly executed proof of loss.

If "we" deny "your" claim, "we" will give "you" written notice of "our" denial. "Our" notice will identify any provision of this policy on which the denial is based.

If "we" need more time to investigate "your" claim, "we" will give "you" notice of "our" need for more time within 15 working days after receipt of a duly executed proof of loss. "Our" notice will state why more time is needed.

If "our" investigation cannot be completed within 45 days of the date of "our" initial notice, "we" will give "you" written notice to state why more time is needed. "We" will give "you" such notice within 45 days of the date of "our" initial notice.

"We" will continue to give "you" written notice every 45 days thereafter to state why more time is needed until "we" give "you" notice of "our" intent to accept or deny "your" claim.

4. Under Other Conditions, Appraisal is amended to include the following:

The umpire will make a decision within 30 days after receipt of the appraisers' differences.

All other "terms" of the Appraisal condition still apply.

5. Under Other Conditions, Suit Against Us is deleted and replaced by the following:

Suit Against Us -- No one may bring a legal action against "us" under this coverage unless:

- a. all the "terms" of this policy have been complied with; and
- b. the suit is brought within ten years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

6. The following addition amends any exclusion, limitation, or other provision relating to "pollutants", if applicable:

Pollutants -- Any exclusion, limitation, or other provision relating to a "pollutant" or "pollutants", or any amendment to or replacement of such exclusion, limitation, or other provisions, applies whether or not the irritant or contaminant is used at or in "your" business, operations, premises, site, or location.

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CONTRACTORS' EQUIPMENT COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Contractors' Equipment Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the "schedule of coverages".
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Contractors' equipment" means machinery, equipment, and tools of a mobile nature that "you" use in "your" contracting, installation, erection, repair, or moving operations or projects. "Contractors' equipment" also means:
 - a. self-propelled vehicles designed and used primarily to carry mounted equipment; or
 - b. vehicles designed for highway use that are unlicensed and not operated on public roads.

4. "Equipment schedule" means a schedule of "contractors' equipment" that is attached to this policy and that describes each piece of covered equipment.
5. "Jobsite" means any location, project, or work site where "you" are in the process of construction, installation, erection, repair, or moving.
6. "Limit" means the amount of coverage that applies.
7. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
8. "Schedule of coverages" means:
 - a. all pages labeled schedule of coverages or schedules which pertain to this coverage; and
 - b. declarations or supplemental declarations which pertain to this coverage.
9. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.

10. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to personal property in the open or to the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roof or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

11. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
12. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow. It does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PROPERTY COVERED

"We" cover the following property unless the property is otherwise covered, excluded, or subject to limitations.

1. **Scheduled Equipment** -- When Scheduled Equipment is indicated on the "schedule of coverages", "we" cover direct physical loss caused by a covered peril to:
- "your" "contractors' equipment"; and
 - "contractors' equipment" of others in "your" care, custody, or control

described on the "equipment schedule".

2. **Schedule on File** -- When Schedule on File is indicated on the "schedule of coverages", "we" cover direct physical loss caused by a covered peril to:

- "your" "contractors' equipment"; and
- "contractors' equipment" of others in "your" care, custody, or control

that are listed in a schedule which "you" must submit to "us" and "we" keep on file. The schedule must contain a description of each item to be covered and a "limit" for each item.

PROPERTY NOT COVERED

- Aircraft or Watercraft** -- "We" do not cover aircraft or watercraft.
- Automobiles and Trucks** -- "We" do not cover automobiles, motor trucks, tractors, trailers, and similar conveyances designed for highway use and used for over the road transportation of people or cargo. However, this does not include:
 - self-propelled vehicles designed and used primarily to carry mounted equipment; or
 - vehicles designed for highway use that are unlicensed and not operated on public roads.
- Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
- Leased or Rented Property** -- "We" do not cover property that "you" lease or rent to others.
- Loaned Property** -- "We" do not cover property that "you" loan to others.

6. **Underground Mining Operations** -- "We" do not cover property while stored or operated underground in connection with any mining operations.
7. **Waterborne Property** -- "We" do not cover property while waterborne except while in transit in the custody of a carrier for hire.

COVERAGE EXTENSION

Unless otherwise indicated the coverage provided below is part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The following Coverage Extension indicates an applicable "limit". This "limit" may also be shown in the "schedule of coverages". If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

Debris Removal -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril. This coverage does not include costs to:

1. extract "pollutants" from land or water; or
2. remove, restore, or replace polluted land or water.

"We" will not pay any more under this coverage than 25% of the amount "we" pay for the direct loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.

However, "we" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

"We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

SUPPLEMENTAL COVERAGES

Unless otherwise indicated the coverages provided below are separate from and not part of nor in addition to the applicable "limit" for coverage described under Property Covered.

The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown in the "schedule of coverages". If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

1. **Employee Tools** -- "We" pay for direct physical loss caused by a covered peril to tools owned by "your" employees at a premises that "you" own or operate or at a "jobsite".

The most "we" pay for loss to employee tools is \$5,000.

2. **Newly Purchased Equipment** -- In the event that "you" purchase additional "contractors' equipment" during the policy period, "we" extend coverage to the additional purchased equipment for up to 60 days.

The most that "we" pay for any one loss under this Supplemental Coverage is the lesser of:

- a. the value of the newly purchased equipment. The value of "contractors' equipment" is determined by the provisions described under the Valuation section of this policy; or
- b. the "limit" for newly purchased equipment indicated on the "schedule of coverages". If no "limit" is indicated, then 30% of the Catastrophe Limit indicated on the "schedule of coverages" applies to this Supplemental Coverage.

This Supplemental Coverage will end when any of the following first occur:

- a. this policy expires;
- b. 60 days expire after "you" purchase the equipment; or
- c. "you" report the newly purchased equipment to "us".

3. **Pollutant Cleanup and Removal** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period. The expenses are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

"We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants". However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

The most "we" pay for any one "jobsite" or location is \$25,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12 month period of this policy.

4. **Equipment Leased or Rented From Others** -- "We" cover direct physical loss caused by a covered peril to "contractors' equipment" that "you" have leased or rented from others.

The most "we" pay for equipment leased or rented from others is \$25,000.

5. **Rental Reimbursement** -- In the event of a loss by a covered peril to "your" "contractors' equipment", "we" reimburse "you" for "your" expense to rent similar equipment while "your" equipment is inoperable.

The most "we" reimburse "you" for rental expenses is \$5,000.

"We" will continue to reimburse "you" for the rental of equipment after the expiration date of this coverage, provided the loss occurred before the expiration date.

"We" will not reimburse "you":

- a. for the rental of equipment until after the waiting period indicated on the "schedule of coverages" has passed since "your" "contractors' equipment" was rendered inoperable. If no waiting period is indicated then a 72 hour waiting period applies.

After the waiting period has passed "we" will only reimburse "you" for the rental expenses that "you" actually incur.

- b. if "you" can continue or resume "your" operations with similar equipment that is available to "you" at no additional expense to "you".
- c. for the rental expense of any equipment unless "you" make every reasonable effort to repair, replace, or rebuild the inoperable equipment after the loss by a covered peril occurs.

The deductible amount indicated on the "schedule of coverages" does not apply to a loss covered under this additional coverage.

6. **Spare Parts and Fuel** -- "We" pay for direct physical loss caused by a covered peril to spare parts and accessories for "contractors' equipment" and fluids for vehicles and "contractors' equipment". Fluids includes gasoline, oil, and hydraulic fluid.

The most "we" pay for loss to spare parts and accessories is \$5,000.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. "We" do pay for direct loss by fire resulting from the nuclear hazard.

- c. **War** -- "We" do not pay for loss caused by war. This means:

- 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
- 2) a warlike act by a military force or by military personnel;
- 3) the destruction, seizure, or use of the property for a military purpose; or
- 4) the discharge of a nuclear weapon even if it is accidental.

2. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.

- a. **Criminal, Fraudulent, or Dishonest Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, or joint adventurers; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- b. **Loss of Use** -- "We" do not pay for loss caused by or resulting from loss of use, business interruption, delay, or loss of market.

- c. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property. This exclusion does not apply to covered property in the custody of a carrier for hire.

- d. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril". "We" do pay for any resulting loss caused by a "specified peril".

- e. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
3. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss. But if loss by a covered peril results "we" will pay for the resulting loss.
- a. **Contamination or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
 - b. **Mechanical Breakdown** -- "We" do not pay for loss caused by any:
 - 1) structural, mechanical, or remodeling process; or
 - 2) structural, mechanical, or electrical breakdown or malfunction.
 - c. **Temperature/Humidity** -- "We" do not pay for loss caused by humidity, dampness, dryness, or changes in or extremes of temperature.
 - d. **Wear and Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.
2. **Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss. "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. However, "we" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against. This does not increase "our" "limit".
3. **Proof of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
- a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and
 - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:
- a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - b. give notice to the police when the act that causes the loss is a crime.
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all cancelled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.

6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced. "You" may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after the loss.

3. **Pair or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
4. **Loss to Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

VALUATION

1. **Actual Cash Value** -- Unless replacement cost is indicated on the "schedule of coverage" for covered property, the value of covered property will be based on the actual cash value at the time of the loss (with a deduction for depreciation) except as provided in paragraphs 3. and 4. below.
2. **Replacement Cost** -- When replacement cost is indicated on the "schedule of coverages" for covered property, the value of covered property will be based on the replacement cost without any deduction for depreciation except as provided in paragraphs 3. and 4. below.

The replacement cost is limited to the cost of repair or replacement with similar materials and used for the same purpose. The payment shall not exceed the amount "you" spend to repair or replace the damaged or destroyed property.

HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Flat Deductible** -- Unless a percentage deductible is indicated on the "schedule of coverage", "we" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.
3. **Percentage Deductible** -- When a percentage deductible is indicated on the "schedule of coverages", "we" pay only that part of "your" loss over the deductible amount. The deductible amount is determined by applying the percentage indicated on the "schedule of coverages" to the value of the covered property that is involved in the loss. The value is determined by the provisions described under the Valuation section of this policy. If a loss involves two or more items, the percentage indicated on the "schedule of coverages" will apply only to the covered property with the highest value.

The percentage deductible will not exceed the Maximum Deductible amount and will not be less than the Minimum Deductible amount indicated on the "schedule of coverages".

4. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 3., 5., 6., and 7. under How Much We Pay, "we" pay the lesser of:
 - a. the amount determined under Valuation;
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. the "limit" that applies to the covered property. However, the most "we" pay for loss in any one occurrence is the Catastrophe Limit indicated on the "schedule of coverages".
5. **Coinsurance** -- "We" only pay a part of the loss if the "limit" is less than the percentage of the value of covered property that is indicated on the "schedule of coverages". "Our" part of the loss is determined using the following steps:
 - a. multiply the percent indicated on the "schedule of coverages" by the value of the covered property at the time of loss. If no percentage is indicated on the "schedule of coverages", the applicable coinsurance percentage will be 80%;
 - b. divide the "limit" for covered property by the result determined in 5.a. above;
 - c. multiply the total amount of loss, after the application of any deductible, by the result determined in 5.b. above.

The most "we" pay is the amount determined in 5.c. above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.

If there is more than one "limit" indicated on the "schedule of coverages" for this coverage part, this procedure applies separately to each "limit".

If there is only one "limit" indicated on the "schedule of coverages" for this coverage, this procedure applies to the total of all covered property to which the "limit" applies.

The coinsurance provisions described above do not apply to the coverages provided under Coverage Extension and the Supplemental Coverages.

6. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
7. **Insurance Under More Than One Policy** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. **Our Options** -- "We" have the following options:
 - a. pay the value of the loss;
 - b. pay the cost of repairing or replacing the loss;
 - c. rebuild, repair, or replace with property of like kind and quality, to the extent practicable, within a reasonable time;
 - d. take all or any part of the damaged property at the agreed or appraised value.

"We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. **Your Losses** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy. An insured loss will be payable 30 days after a satisfactory proof of loss is received, and the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal a ward with "us".
3. **Property of Others** -- Losses to property of others may be adjusted with and paid to:
 - a. "you" on behalf of the owner; or
 - b. the owner.

If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits arising from the owners at "our" expense.

REPORTING CONDITIONS

If indicated on the "schedule of coverages", the following reporting conditions apply.

Equipment Leased or Rented From Others -- Within 30 days after the end of the policy period, "you" must report to "us" the total amount of "your" expenditures for "contractors' equipment" that "you" lease or rent from others.

"We" will compute the premium using the rate indicated on the "schedule of coverages" for Equipment Leased or Rented From Others multiplied, per \$100, by the expenditures that "you" report to "us".

"We" will compare the total computed premium to the deposit premium indicated on the "schedule of coverages" for Property Leased or Rented From Others. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium "we" will pay "you" the difference, subject to the minimum premium indicated on the "schedule of coverages" for Equipment Leased or Rented From Others.

If this policy is canceled, "you" must report the total amount of expenditures up to and including the date of cancellation.

OTHER CONDITIONS

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Benefit to Others** -- Insurance under this coverage shall not directly or indirectly benefit anyone having custody of "your" property.
3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** -- This provision applies only if the insured is an individual.

On "your" death, "we" cover the following as an insured:

- a. the person who has custody of "your" property until a legal representative is qualified and appointed; or
- b. "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

This coverage does not extend past the policy period indicated on the "schedule of coverages".

5. **Misrepresentation, Concealment or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "you" or any other insured have willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein.
 - b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.

6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "you" must notify "us" promptly if "you" recover property or receive payment;
 - b. "we" must notify "you" promptly if "we" recover property or receive payment;
 - c. any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
8. **Restoration of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limit" unless it is a total loss to a scheduled item. In the event of a total loss to a scheduled item "we" refund the unearned premium on that item.
9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:

- a. all of the "terms" of this coverage have been complied with; and
- b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

11. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

TOOLS ENDORSEMENT

SCHEDULE

(The information required below may be indicated on the "schedule of coverages".)

Limit

1. Your Tools --

- a. The most "we" pay for loss to any one "tool" is: \$ _____
- b. The most "we" pay for loss to "your" "tools" is: \$ _____

Deductible

Deductible Amount \$ _____

ADDITIONAL DEFINITIONS

"Tools" means equipment, and tools of a mobile nature that "you" use in "your" contracting, installation, erection, repair, or moving operations or projects.

HOW MUCH WE PAY

Tools Deductible -- "We" pay only that part of "your" loss over the deductible amount indicated for "tools".

SUPPLEMENTAL COVERAGES

1. **Your Tools** -- "We" cover direct physical loss caused by a covered peril to "your" "tools".

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