

FLORIDA FACE PAGE

Insured's Name: Crystal Bay Condominium Association Inc  
Policy Dates From: Apr 03, 2022  
Surplus Lines Agent's Name: Jeff Aumick

Policy #: 7EA7XP1002041-00  
To: Apr 03, 2023

Surplus Lines Agent's Address: 477 South Rosemary Avenue Suite 215 West Palm Beach FL 33401

Surplus Lines Agent's License #: A009843

Producing Agent's Name: Adam Lopatin  
Producing Agent's Physical Address: 2502 North Rocky Point Drive, Suite 400, Tampa, FL 33607

**"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."**

**"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."**

Policy Premium: \$62,000.00

Policy Fee: N/A

Inspection Fee: N/A

Stamp Fee: \$37.20

Tax: \$3,062.80

ACCA: N/A

EMPA Surcharge: \$4.00

FHCF Assessment: N/A

Surplus Lines Countersignature: \_\_\_\_\_



- "THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**
- "THIS POLICY CONTAINS A CO-PAY PROVISION THAT MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU."**

**SURPLUS LINES NOTICE – FLORIDA**

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER

# BRIDGEWAY INSURANCE COMPANY

Administration Office: 555 College Road East, Princeton, NJ 08543-5241  
 800.305.4975  
 Statutory Office: 251 Little Falls Drive, Wilmington, DE 19808  
 (a stock insurance company)

## COMMON POLICY DECLARATIONS

**POLICY NUMBER:** 7EA7XP1002041-00      **PRIOR POLICY NUMBER:** New

<b>PRODUCER NAME</b> R-T Specialty, LLC 101 E. Kennedy Blvd., Ste. 2175, Tampa, FL, 33602	<b>LICENSED SURPLUS LINES PRODUCER</b> R-T Specialty, LLC A009843
NAMED INSURED: <u>Crystal Bay Condominium Association Inc.</u>	
DBA: _____	
MAILING ADDRESS: <u>24701 Us Highway 19 N Ste 102, Clearwater, FL, 33763-4086</u>	
POLICY PERIOD: FROM <u>04/03/2022</u> TO <u>04/03/2023</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	
BUSINESS DESCRIPTION: _____	

**FORM OF BUSINESS:**

Individual       Partnership       Joint Venture       Trust  
 Limited Liability       Corporation       Organization (Other than Partnership, Joint Venture, or Corporation)

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

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	PREMIUM	
COMMERCIAL PROPERTY COVERAGE PART	\$	62,000
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
TERRORISM – CERTIFIED ACTS (GENERAL LIABILITY)	\$	0
<b>TOTAL:</b>	<b>\$</b>	<b>62,000</b>

THE MINIMUM EARNED PREMIUM IS 35 % OF THE TOTAL POLICY PREMIUM.      **MINIMUM AND DEPOSIT PREMIUM:**

**FORMS APPLICABLE TO ALL COVERAGE PARTS:**  
 SEE SCHEDULE OF FORMS AND ENDORSEMENTS

**THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.**

**Date Issued: 06/29/2022**

*David M. Belin*

## COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS PAGE

**POLICY NO.** 7EA7XP1002041-00      **EFFECTIVE DATE** 04/03/2022 12:01 AM Local Standard Time  
**EXPIRATION DATE** 04/03/2023 12:01 AM Local Standard Time

### **NAMED INSURED**

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Crystal Bay Condominium Association Inc.

### **PERILS INSURED:**

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All risks of direct physical loss or damage.

Including:

Named Storm, Non-named Storm and Wind/Hail

Except the following are NOT COVERED:

Earthquake, Flood, Equipment Breakdown

### **COVERED PROPERTY**

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Real Property, Personal Property as per the Statement of Values on file

### **LIMITS OF LIABILITY**

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Stated Amount Per each Unit of Insurance as per the Statement of Values on file, not to exceed:

\$5,000,000 Per Occurrence in Excess of \$5,000,000 Per Occurrence and Excess Deductible(s) in Each

Occurrence all as more defined in the Primary Policy 2CSIFL05S0101078-00 issued by Accredited Specialty

Insurance Company to which this attaches

### **TOTAL INSURED VALUE**

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**\$35,900,278** as per the Statement of Values on file

### **DEDUCTIBLE(S)**

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As per the primary policy 2CSIFL05S0101078-00 issued by Accredited Specialty Insurance Company to which this attaches

### **VALUATION**

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As per the primary policy 2CSIFL05S0101078-00 issued by Accredited Specialty Insurance Company to which this attaches

Roof coverings to be insured at Actual Cash Value if originally installed or last fully replaced prior to 2008.

### **COINSURANCE**

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As per the primary policy 2CSIFL05S0101078-00 issued by Accredited Specialty Insurance Company to which this attaches

**FORMS APPLICABLE**

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<b>Primary Policy Forms</b>		
Form	Edition	Name
FLSLNOTICE		SURPLUS LINES NOTICE - FLORIDA
ESCL2000	01/21	COMMON POLICY DECLARATIONS
PRESDS01	03/20	COMMERCIAL PROPERTY COVERAGE PART
VLCW01	01/21	SIGNATURE ENDORSEMENT
VLNES001	01/21	NOTICE TO POLICYHOLDER - LOSS REPORTING PROCEDURES
IL0017	11/98	COMMON POLICY CONDITIONS
IL0935	07/02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL0953	01/15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
SLSOP	01/21	SERVICE OF PROCESS
CP0090	07/88	COMMERCIAL PROPERTY CONDITIONS
CP0170	09/02	CHANGES - ELECTRONIC DATA
CP0411	10/12	PROTECTIVE SAFEGUARDS
PRES0001	03/20	COMMERCIAL PROPERTY CONDITIONS FORM CHANGES
PRES0003	03/20	MINIMUM EARNED PREMIUM CLAUSE PERCENTAGE
PRES0004	03/20	PROPERTY - EXCESS COVERAGE FORM
PRES0400	12/20	EXCLUSIONS - CYBER INCIDENT AND ELECTRONIC DATA
PRES0401	03/20	FUNGUS, WET ROT, DRY ROT, AND BACTERIA EXCLUSION AND LIMITED ADDITIONAL COVERAGE
PRES0402	03/20	OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
PRES0405	03/20	SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION INCLUDING DEBRIS REMOVAL
PRES0409	03/20	EXTERIOR INSULATING AND FINISHING SYSTEMS (EIFS) EXCLUSION
PRES0411	03/20	ASBESTOS MATERIAL REMOVAL LIMITATION
PRES1201	03/20	PERMISSION FOR EXCESS INSURANCE
PRES1207	03/20	LOSS ADJUSTMENT ENDORSEMENT
PRES1400	03/20	PRE-EXISTING DAMAGE EXCLUSION ENDORSEMENT
PRES1407	03/20	NUCLEAR, BIOLOGICAL, CHEMICAL, OR RADIOLOGICAL; TERRORISM EXCLUSION
PRES1411	04/20	VIRUS OR BACTERIA EXCLUSION
PRES1418	06/20	CYBER COVERAGES EXCLUSION ENDORSEMENT
VLES2101	07/19	VIOLATION OF ECONOMIC OR TRADE SANCTIONS

## SIGNATURE ENDORSEMENT

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

The Company has caused this policy to be signed by its President and Secretary, but this policy shall not be valid unless countersigned by an authorized representative of the Company, where required.

### BRIDGEWAY INSURANCE COMPANY



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Michael G. Kerner,  
President and Chief Executive Officer



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Ignacio Rivera,  
Deputy General Counsel and  
Assistant Secretary

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

## **NOTICE TO POLICYHOLDER – LOSS REPORTING PROCEDURES**

Welcome to Bridgeway Insurance Company. The following outlines our loss-reporting procedures. In the event of a loss or potential loss, please immediately complete and forward a First Notice of Loss on an ACORD Loss Form. If you do not use the ACORD Loss Form, please provide the following information:

- Your Name and Contact Information (including e-mail address)
- Name of Insured/Policy Holder and/or Policy Number
- Contact Details of Insured Representative and Preferred Method of Contact
- Date of Loss
- Location of Loss
- Brief Summary of the Loss
- Contact Name(s) and e-Mail Address(es) for New Loss Acknowledgement Letter

Please remit the above referenced information by one of the following methods:

By email:	<a href="mailto:clmsins@munichre.com">clmsins@munichre.com</a>
By Phone:	(866) 311-9636
By Mail:	555 College Road East Princeton, NJ 08543

## 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. 60 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.**

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

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

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

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

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in 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 following exclusion is added:

#### CERTIFIED ACT OF TERRORISM EXCLUSION

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

**C. Exception Covering Certain Fire Losses**

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

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

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a 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.

#### **D. Application Of Other Exclusions**

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

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

This Policy is subject to the following:

**SERVICE OF PROCESS ENDORSEMENT**

This endorsement specifies that:

We designate the Superintendent of Insurance, Insurance Commissioner, Director of Insurance, or other officer specified by law, pursuant to the laws of the State where this policy is delivered, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in the State in which this policy is delivered, by, or on behalf of, the Named Insured or any beneficiary hereunder arising out of this Policy. We designate the General Counsel of Bridgeway Insurance Company, 555 College Road East, Princeton, New Jersey 08543 as the person to whom the said officer is authorized to mail such process or true copy thereof.

All other terms and conditions remain unchanged.

## COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

### A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

### B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

### C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### D. LEGAL ACTION AGAINST US

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

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

### E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

### F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

### G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

### H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

**I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.

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

## **CHANGES – ELECTRONIC DATA**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** Under this endorsement, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. For the purpose of this endorsement, the term electronic data does not include your "stock" of prepackaged software.
- B.** This Section, **B.**, and the following Sections **C.** and **D.**, apply to the Building And Personal Property Coverage Form, Condominium Association Coverage Form, Condominium Unit-Owners Coverage Form, the Causes of Loss Forms and the Standard Property Policy. Paragraphs **B.1.** and **B.2.** supersede any provisions relating to electronic data, electronic media or valuable papers or records, including any such provisions under Property Not Covered, Coverage Extensions, Valuation Conditions or Limitations in the aforementioned forms.
1. Covered Property does not include electronic data, except as provided below in **C.**, Limited Coverage – Electronic Data.
  2. Covered Property does not include the cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. However, limited coverage for valuable papers and records, other than those which exist as electronic data, is provided below in **D.**, Limited Coverage – Valuable Papers And Records (Other Than Electronic Data).
- C. Limited Coverage – Electronic Data**
1. Subject to the provisions of this Limited Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
  2. The Covered Causes of Loss applicable to Your Business Personal Property apply to this Limited Coverage – Electronic Data, subject to the following:
    - a. If the Causes of Loss – Special Form applies, coverage under this Limited Coverage – Electronic Data is limited to the "specified causes of loss" as defined in that Form, and Collapse as set forth in that Form.
    - b. If the Causes of Loss – Broad Form applies, coverage under this Limited Coverage – Electronic Data includes Collapse as set forth in that Form.
    - c. If the Causes of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Limited Coverage – Electronic Data.
    - d. The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

3. The most we will pay under this Limited Coverage – Electronic Data is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

**D. Limited Coverage – Valuable Papers And Records (Other Than Electronic Data)**

1. You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Limited Coverage does not apply to valuable papers and records which exist as electronic data.
2. If the Causes of Loss – Special Form applies, coverage under this Limited Coverage is limited to the "specified causes of loss" as defined in that Form, and Collapse as set forth in that Form.
3. If the Causes of Loss – Broad Form applies, coverage under this Limited Coverage includes Collapse as set forth in that Form.
4. Under this Limited Coverage, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

**E.** With respect to the Business Income and/or Extra Expense Coverage Forms, the Loss Condition titled Limitation – Electronic Media And Records is deleted and the following exclusion is added:

**Exclusion – Interruption Of Computer Operations**

1. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided below in **F.**, Limited Coverage – Interruption Of Computer Operations.

2. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided below in **F.**, Limited Coverage – Interruption Of Computer Operations.

**F. Limited Coverage – Interruption Of Computer Operations**

This Limited Coverage applies only to the Business Income and/or Extra Expense Coverage Forms.

1. Subject to all provisions of this Limited Coverage, you may extend the insurance that applies to Business Income and/or Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.
2. With respect to the coverage provided under this Limited Coverage, the Covered Causes of Loss are subject to the following:
  - a. If the Causes of Loss – Special Form applies, coverage under this Limited Coverage – Interruption Of Computer Operations is limited to the "specified causes of loss" as defined in that Form, and Collapse as set forth in that Form.
  - b. If the Causes of Loss – Broad Form applies, coverage under this Limited Coverage – Interruption Of Computer Operations includes Collapse as set forth in that Form.
  - c. If the Causes of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Limited Coverage – Interruption Of Computer Operations.
  - d. The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.



3. The most we will pay under this Limited Coverage – Interruption Of Computer Operations is \$2,500 for the total of all loss sustained and/or expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
4. This Limited Coverage – Interruption Of Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in 3. above has not been exhausted.
- G. Under the Legal Liability Coverage Form and the Mortgageholders Errors And Omissions Coverage Form, Covered Property does not include electronic data.
- H. If this policy is endorsed to cover damage to Covered Property or Business Income loss or Extra Expense caused by or related to interruption in utility service, such coverage does not apply to destruction or corruption of (or any loss or damage to) electronic data.
- I. If this policy is endorsed to cover Business Income loss or Extra Expense related to "suspension" of "operations" due to loss or damage to a "dependent property", such coverage does not apply when the only loss to "dependent property" is destruction or corruption of (or any loss or damage to) electronic data. If the "dependent property" sustains loss or damage to electronic data and other property, coverage under the "dependent property" endorsement will not continue once the other property is repaired, rebuilt or replaced.

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

## PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

### SCHEDULE

Premises Number	Building Number	Protective Safeguards Symbols Applicable
All	All	P-9
<b>Describe Any "P-9": All</b>		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A. The following is added to the Commercial Property Conditions:**

**Protective Safeguards**

1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.
2. The protective safeguards to which this endorsement applies are identified by the following symbols:

**"P-1" Automatic Sprinkler System**, including related supervisory services.

Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
  - (1) Sprinklers and discharge nozzles;
  - (2) Ducts, pipes, valves and fittings;
  - (3) Tanks, their component parts and supports; and
  - (4) Pumps and private fire protection mains.
- b. When supplied from an automatic fire protective system:
  - (1) Non-automatic fire protective systems; and

(2) Hydrants, standpipes and outlets.

**"P-2" Automatic Fire Alarm**, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

**"P-3" Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

**"P-4" Service Contract** with a privately owned fire department providing fire protection service to the described premises.

**"P-5" Automatic Commercial Cooking Exhaust And Extinguishing System** installed on cooking appliances and having the following components:

- a. Hood;
- b. Grease removal device;
- c. Duct system; and
- d. Wet chemical fire extinguishing equipment.

**"P-9"**, the protective system described in the Schedule.

**B.** The following is added to the **Exclusions** section of:

Causes Of Loss – Basic Form

Causes Of Loss – Broad Form

Causes Of Loss – Special Form

Mortgageholders Errors And Omissions Coverage Form

Standard Property Policy

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or

2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

## COMMERCIAL PROPERTY CONDITIONS FORM CHANGES

### **This endorsement modifies the policy. Please read it carefully**

It is hereby agreed and understood, coverage is amended as follows:

Form CP 00 90 07 88, Commercial Property Conditions, page 1 of 2, paragraph C. "INSURANCE UNDER TWO OR MORE COVERAGES", is amended to read as follows:

#### C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, We will not pay more than the actual amount of loss or damage. Where two or more coverages—with separate limits—apply to the same loss, the insured will be entitled to recover only the highest single limit of any of the applicable coverages, subject to any deductible obligation that may be applicable to such coverage.

Form CP 00 90 07 88, Commercial Property Conditions, page 1 of 2, paragraph D. "LEGAL ACTION AGAINST US", is amended to read as follows:

#### D. LEGAL ACTION AGAINST US

No One may bring a legal action against us under this Coverage part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the damage on which the direct physical loss occurred.
3. Where an insured, acting reasonably, is unable to fully comply with all the terms of this Coverage Part within 2 years after the damage on which the direct physical loss occurred, it may either: a) file a protective action before the expiration of the 2 year period; or b) obtain from the Company a waiver or extension of the limitation provision, the request for which shall not be unreasonably withheld.

All other terms and conditions of the Form CP 00 90 07 88, Commercial Property Conditions remain unchanged.

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

**MINIMUM EARNED PREMIUM CLAUSE - PERCENTAGE**

In the event of cancellation of this policy by the Insured, a minimum premium of 35% of the original policy premium shall become earned; any conditions of the policy to the contrary notwithstanding.

Failure of the Insured to make timely payment of premium shall be considered a request by the Insured for the Company to cancel. In the event of such cancellation by the company for non-payment of premium, the minimum premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if the Insured remits the full premium due within 10 days of receipt.

In the event of any other cancellation by the Company, the earned premium shall be computed pro rata, not subject to the minimum payment.

All other terms and conditions of this policy remain unchanged.

## PROPERTY – EXCESS COVERAGE FORM

**THESE COMMON POLICY CONDITIONS, TOGETHER WITH THE APPLICATION, DECLARATIONS PAGE(S), COVERAGE FORM(S) AND ANY ENDORSEMENT(S) COMPLETE THE POLICY. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THE POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

Throughout this Policy, the words "you" and "your" or "insured" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured pursuant to the terms of the Controlling Underlying Insurance Policy as shown in the Excess Schedule. The words "we", "us" and "our" refer to the Company providing this insurance as shown in the Declarations.

**1. INSURING CLAUSE:**

Subject to the limitations, terms and conditions contained in this Policy or added hereto and the Controlling Underlying Insurance Policy as provided by paragraph (2) below, the Company agrees to indemnify the Insured named in the Declarations in respect of:

- a. direct physical loss or damage to the property(ies) described in the Declarations Page; and
- b. while located or contained in property(ies) as described in the Declarations Page; and
- c. occurring during the period stated in Declarations Page; and
- d. caused by any covered perils as are set forth in the Excess Schedule, and
- e. which are also covered by the Controlling Underlying Policy specified in the Excess Schedule and issued by the Controlling Underlying Policy insurer stated therein.

**2. CONTROLLING UNDERLYING POLICY:**

In respect of the perils hereby insured against, this Policy is subject to the same terms, conditions, limits and warranties as are contained in or as may be added to the CONTROLLING UNDERLYING POLICY designated in the Excess Schedule, Schedule of Underlying Insurance, (except as regards the premium, the amount and limits of liability other than the deductible or self-insurance provision where applicable, and the renewal agreement, if any; and EXCEPT AS OTHERWISE PROVIDED HEREIN) prior to the happening of a loss for which claim is made hereunder. Should any alteration be made in the premium for the policy(ies) of any underlying insurance policies shown in the Excess Schedule, then the premium hereon shall be adjusted accordingly.

**3. LIMIT:**

Liability attaches to the Company only after all primary and underlying excess insurer(s) shown in the Schedule of Underlying Insurance in the Excess Schedule have paid or have admitted liability for the full amount of their respective Ultimate Net Loss liability. The limits of the Company's liability then shall be those set forth in the Declarations, "Limit of Liability". The Company shall be liable to pay the Ultimate Net Loss in excess of all Underlying insurance, up to the full amount of such "Limits of Insurance".

4. **EXCLUSIONS:**

Notwithstanding any other provision of the CONTROLLING UNDERLYING POLICY, this policy does not cover any loss, damage, indemnity or expense related to or resulting from:

- a. the release, discharge or dispersal of contaminants or pollutants or the cost of cleaning up polluting and contaminating substances;
- b. asbestos or any materials containing asbestos in whatever form or quantity;
- c. war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion, or revolution;
- d. domestic or international terrorism, whether or not "certified" as an act of terrorism by the U.S. Government under the TRIA Act, unless coverage is elected and endorsed hereto;
- e. nuclear incidents or hazards, including but not limited to radiation.

This exclusion applies whether or not there are one or more other causes (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the loss, damage, cost or expense.

5. **DEFINITIONS:**

- a. **Loss:** The word "loss" shall mean a loss or series of losses arising out of losses arising out of one event or occurrence.
- b. **Ultimate Net Loss:** The words "ultimate net loss" shall mean the loss sustained by the insured as a result of the happening of the perils covered by this Policy after making deductions for all salvages, recoveries and other valid and collectible insurance [other than recoveries under the policy(ies) shown in the Schedule of Underlying Insurance in the Excess Schedule.]
- c. **Pollutant** means any solid, liquid gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

6. **MAINTENANCE OF UNDERLYING INSURANCE:**

It is a condition of this Policy that the policies shown in the Schedule of Underlying Insurance shall be maintained in full effect during the currency of this policy, or so deemed.

7. **APPLICATION OF RECOVERIES:**

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company; provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been fully ascertained.

There is no recovery under this excess policy as respects those coverages which are sublimited within policy(ies) shown in the Schedule of Underlying Insurance in the Declarations. However, we recognize that the Underlying Insurance limits can be eroded or exhausted, wholly or partially, by application of said sublimits.

**8. NOTIFICATION OF CLAIMS:**

The insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give immediate written notice thereof to the Company, or the Company's representative, if an alternative claims contact is provided to the insured.

**9. ARBITRATION:**

In case of any dispute arising with respect to this Agreement, either party may request in writing that the dispute be referred to binding arbitration pursuant to the guidelines of the American Arbitration Association. Each party will select its party-appointed arbitrator within 30 days of notice of such arbitration, and the parties shall agree to an umpire within the following 30 days by agreement, or if not agreed, by each party submitting 3 candidates. The parties shall strike two of the opposing candidates and chose from the two by lots. Arbitration will take place at 400 Atlantic Street, Stamford, CT, or such other location agreed upon by the parties. Each party will submit its case within 60 days following the selection of the third arbiter, unless otherwise agreed.

The arbiters will not be required to observe formal rules of evidence or procedure. The arbiters will give their decision in writing at the earliest convenient date, but not later than 60 days from the end of the 30 day period provided for submission of the case by the parties. The decision rendered by a majority of the arbiters will be final and binding on both parties. Judgment upon the final decision of the arbiters may be entered in any court having jurisdiction thereof. Each party will bear the expense of its own arbiter and attorney fees, and all parties will equally bear the expense of the additional arbiter and the common arbitration expenses.



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

**EXCLUSIONS – CYBER INCIDENT AND ELECTRONIC DATA**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

**I. CYBER INCIDENT**

**A.** The following is added to the **Exclusions** section:

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

**Cyber Incident**

1. Unauthorized access to or use of any computer system (including electronic data).
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

**B. Exceptions And Limitations**

**1. Fire Or Explosion**

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

**2. Electronic Commerce Endorsement**

The exclusion in Paragraph **A.** does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to your policy.

**C. Vandalism**

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Causes Of Loss – Basic, Broad or Special Form and if applicable to the premises described in the Declarations:

Vandalism does not include a cyber incident as described in Paragraph **A.**

- D.** The terms of the exclusion in Paragraph **A.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.

**II. ELECTRONIC DATA**

**A. Property Not Covered**

If Electronic Data is not already listed as **Property Not Covered**, the following is added to **Property Not Covered**:

Electronic Data

Electronic Data, means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

However, Electronic Data as defined above does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

**B. Additional Coverages**

The following Additional Coverages are deleted in their entirety, when part of this Coverage Part:

1. Additional Coverage – Electronic Data; and
2. Additional Coverage – Interruption Of Computer Operations.

All other terms and conditions of this policy remain unchanged.

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

**FUNGUS, WET ROT, DRY ROT, AND BACTERIA EXCLUSION AND LIMITED  
ADDITIONAL COVERAGE**

This Endorsement modifies insurance provided under all Coverage Parts:

A. The following Exclusion is added:

EXCLUSION – “Fungus”, Wet Rot, Dry Rot and Bacteria

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of “fungus”, wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But if “fungus”, wet or dry rot or bacteria results in a “covered cause of loss”, we will pay for the direct physical loss or damage caused by the “covered cause of loss”.

This exclusion does not apply:

1. When “fungus”, wet or dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage for “Fungus”, Wet Rot, Dry Rot and Bacteria with respect to direct physical loss or damage by a cause of loss other than fire or lightning.

B. The following Additional Coverage is added:

1. This Additional Coverage applies only when the “fungus”, wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if:
  - a) all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence, and;
  - b) only if any loss resulting from the following is reported to us within 60 days of the occurrence:
    - i. A “covered cause of loss” other than fire or lightning; or
    - ii. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. Under conditions described in item B.1. above, we will pay for loss or damage by “fungus”, wet or dry rot or bacteria. As used in the Additional Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by “fungus”, wet or dry rot or bacteria, including the cost of removal of the “fungus”, wet or dry rot or bacteria;
  - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the “fungus”, wet or dry rot or bacteria; and
  - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that “fungus”, wet or dry rot or bacteria are present.
3. The coverage provided under this Additional Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in “fungus”, wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the “fungus”, wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
4. The coverage provided under this Additional Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by “fungus”, wet or dry rot or bacteria, and other loss or damage, we will not pay more for the total of all loss or damage, that the applicable Limit of Insurance on the effected Covered Property.

If there is covered loss or damage to Covered Property, not caused by “fungus”, wet or dry rot or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that “fungus”, wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to terms of this Additional Coverage.

C. The following definition is added:

“Fungus” means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

All other terms and conditions of this policy remain unchanged.

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

**OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT**

It is understood and agreed that the following special terms and conditions apply to this policy:

1. The Limit of Liability or Amount of Insurance shown on the Declarations Page of this policy, or endorsed onto this policy, is the total limit of the Company's liability applicable to each occurrence. Notwithstanding any other terms and conditions of this policy, in no event shall the liability of the Company exceed this limit or amount, irrespective of the number of locations involved.

The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters or casualties, arising out of one cause. The duration and extent of any one loss, disaster, casualty or series of losses, disasters or casualties will be limited to all losses, disasters or casualties, or series of losses, disasters, or casualties occurring during any period of 168 consecutive hours arising out of, and directly resulting from, the same event. When the term applies to a loss, disaster or casualty, or a series of losses, disasters or casualties, from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than when the first loss occurs to any covered property.

2. The premium for this policy is based upon the Statement of Values on file with Company, or attached to this policy, in the event of loss hereunder, liability of the company, subject to the terms of paragraph one (1) above, shall be limited to the least of the following:
  - A. The actual adjusted amount of loss, less applicable deductible(s).
  - B. 100% of the individually stated value for each scheduled item or property insured, as shown on the latest Statement of Values on file with the Company, less applicable deductible(s).
  - C. The Limit of Liability or Amount of Insurance shown on the face of this policy or endorsed onto this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION INCLUDING DEBRIS  
REMOVAL AND COST OF CLEAN UP EXTENSION and AUTHORITIES EXCLUSION**

**SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION:**

Notwithstanding any provision in the Policy to which this Endorsement is attached, this Policy does not insure against loss, damage, costs, fines, penalties, or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever.

Nevertheless, if fire is not excluded from this Policy and a fire arises directly or indirectly from seepage and/or pollution and/or contamination, any direct physical loss or damage insured under this Policy arising directly from that fire shall (subject to the terms, conditions and limitations of the Policy) be covered.

However, if the insured property is the subject of direct physical loss or damage for which underwriters have paid or agreed to pay, then this Policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property Insured hereunder caused by resulting seepage and/or pollution and/or contamination. The Insured shall give notice to the underwriters of intent to claim NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.

POLLUTANT means any solid, liquid gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.”

**DEBRIS REMOVAL AND COST OF CLEAN UP EXTENSION:**

Notwithstanding the provisions of the preceding Exclusion in this Endorsement or any provision respecting seepage and/or pollution and/or contamination, and or debris removal and/or clean up in the Policy to which this Endorsement is attached, in the event of direct physical loss or damage to Covered Property, this Policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also covers, subject to the applicable limits:

1. Expenses incurred in removal of debris of the property insured hereunder destroyed or damaged from the premises of the Insured; and/or
2. Cost of clean-up, at the premises of the Insured, made necessary as a result of such loss or damage,

provided that this Policy does not insure against the costs of decontamination or removal of water, soil, or any other substance on or under such premises.

It is a condition precedent to recovery under this Extension that the Underwriters shall have paid or agreed to pay for physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Underwriters of intent to claim for cost of removal of debris or cost of clean-up NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

**AUTHORITIES EXCLUSION:**

Notwithstanding any of the preceding provisions of this Endorsement or any provision of the Policy to which this Endorsement is attached, this Policy does not insure against loss, damage, cost, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever. Without restricting the generality of the foregoing, the Policy does not cover claims arising out of the following U.S. legislation or amendments thereto:

1. Resource Conservation and Recovery Act (R.C.R.A.) commonly known as the Solid Waste Disposal Act.
2. Comprehensive Environmental Response, Compensation and Liability Act (C.E.R.C.L.A.) commonly known as, Superfund.
3. Superfund Amendments and Reauthorization Act (S.A.R.A.) commonly known as, Superfund Two.

All other terms and conditions of this policy remain unchanged.

## EXTERIOR INSULATING AND FINISHING SYSTEMS (EIFS) EXCLUSION

- I. We will not pay for:
- a. Loss or damage to Exterior Insulating and Finishing Systems (EIFS) unless such physical damage is directly caused by fire.
  - b. Loss or damage caused by the failure or malfunction of any Exterior Insulating and Finishing Systems (EIFS) resulting in:
    - i. Loss, damage or repair costs to the EIFS, the materials between the EIFS and the interior finish of the building, or to the interior finish to the building, including loss, damage or repair costs caused by:
      - 1. Water penetration from any source;
      - 2. Failure of sealants in any form;
      - 3. Leaching of any kind;
      - 4. Discoloration of the exterior paint or finish; or
    - ii. The migration of water into the structure. But if this migration of water into the structure results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by such fire, explosion or sprinkler leakage.
- II. Exterior Insulating and Finishing Systems (EIFS) means any exterior cladding or finish system used on any part of any structure and consisting of:
- a. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
  - b. Adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
  - c. A reinforced base coat; and
  - d. A finish coat providing surface texture and color, including sealant around the windows and other penetrations.

**All other terms and conditions of this policy remain unchanged.**



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

**ASBESTOS MATERIAL REMOVAL LIMITATION**

**ASBESTOS MATERIAL REMOVAL LIMITATION:**

This Policy does not insure against loss, damage, cost or expense to remove, or replace asbestos materials unless such materials are themselves damaged by an Insured peril. Notwithstanding that competent government authority may declare all or parts of the insured premises unfit for occupancy without removal or modifications to asbestos materials, the Company's liability is limited to the proportion represented by the cost to repair the damaged part of the premises, not the entire property. Similarly, if the policy provides any coverage for business interruption, rental value or other loss of use or occupancy, such coverage shall be limited to the time necessary to repair or replace only the damaged portion(s) of the premises. Nothing in the Endorsement shall override any radioactive contamination exclusion clause in the Policy to which this Endorsement is attached.

All other terms and conditions of this policy remain unchanged.

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

**PERMISSION FOR EXCESS INSURANCE**

In consideration of the rate and premium for which this policy is written, the following additional provisions are hereby made a part of this policy superseding any provisions to the contrary:

**EXCESS INSURANCE**

Permission is hereby granted to purchase insurance in excess of the amount (Limits of Liability) stated in this policy.

Such excess insurance shall not be considered other insurance for the purposes of the **other insurance** clause.

Excess insurance shall not be considered in the application of any **pro rata liability** clause or **apportionment** clause.

All other terms and conditions of this Policy remain unchanged.

## LOSS ADJUSTMENT ENDORSEMENTS

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

It is understood and agreed that the Company has the option of engaging a separate loss adjuster and/or loss adjustment facility in place of any loss adjuster and/or loss adjustment facility so designated or named in the policy or any other policy of insurance that may be in force at the Company's sole discretion and expense.

All other terms and conditions of this Policy remain unchanged.

**All other terms and conditions of this Policy remain unchanged.**

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

**PRE-EXISTING DAMAGE EXCLUSION ENDORSEMENT**

It is hereby understood and agreed that this policy is not intended to and does not provide coverage for any damages which were detectable at the time of inception of this policy or damages discovered at a later date which were noticeable at the date of inception.

It is also understood and agreed that this policy does not provide coverage for any claims or damages that are caused by workmanship, repairs and/or lack of repairs caused by damage which occurred prior to policy inception.

It is understood and agreed that this policy does not provide coverage for any stated amount unless and until all structures covered by your previous policy have been fully and completely repaired. Prior to such completion of repairs, coverage will be limited to the greater of the following:

1. The actual cash value of the property at the time of a covered loss occurring during this policy period; or
2. The cost of repairing the property to a state at which it existed at the time of a covered loss, provided that such repairs have been made and completed.

This endorsement applies to all coverages on this policy.

All other terms and conditions of this policy remain unchanged.

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

**NUCLEAR, BIOLOGICAL, CHEMICAL, OR RADIOLOGICAL;  
TERRORISM EXCLUSION**

This endorsement modifies insurance provided under this Policy.

In consideration of the premium charged, it is agreed that:

1. Notwithstanding anything to the contrary contained within the Policy, the following exclusion is added to the Policy:

**Nuclear, Biological, Chemical, or Radiological Terrorism**

No coverage will be available under this insurance for any loss, cost, damage, expense, injury, claim or suit, caused by, arising out of, or resulting directly or indirectly, in whole or in part from any act of **Nuclear, Biological, Chemical, Or Radiological Terrorism**, regardless of any other cause or event that contributes concurrently or in any other sequence to the act of **Nuclear, Biological, Chemical, Or Radiological Terrorism**.

2. For the purpose of this Endorsement the following Definitions are added to the Policy:

**Biological Agent** means any pathogenic (disease producing) micro-organism(s) and/or biological produced toxin(s), including genetically modified organisms and chemically synthesized toxin(s) which caused illness, damage, injury or death in humans, animals, or plants.

**Chemical Agent** means any compound which, when disseminated, produces incapacitating illness, or damaging and/or lethal effects on people, animals, plants, or property.

**Nuclear, Biological, Chemical, Or Radiological Terrorism** means the:

- a. Dispersal, application, leakage, escape, or release of radioactive material;
- b. Use of any nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination; or
- c. Emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous **biological agent** and/or **chemical agent**;

by any person or group(s) of persons, whether acting alone, or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

All other terms and conditions of this policy remain unchanged.

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

**VIRUS OR BACTERIA EXCLUSION**

- A.** We will not pay for loss or damage caused directly or indirectly by the following:

**VIRUS OR BACTERIA**

Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

However, this exclusion does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot, or "fungal pathogens". Such loss or damage is addressed in a separate exclusion in this Policy.

- B.** With respect to any loss or damage subject to the exclusion in Paragraph **A.**, such exclusion supersedes any exclusion relating to "pollutants".
- C.** The following provisions, whenever they appear on the Policy or are added by endorsement, are hereby amended to remove reference to bacteria:
1. EXCLUSION – "Fungus", Wet Rot and Dry Rot; and
  2. Additional Coverage – "Fungus", Wet Rot or Dry Rot.
- D.** The terms of the exclusion in Paragraph **A.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Policy.
- E.** The exclusion set forth in Paragraph **A.** applies to all coverage under all forms and endorsements that comprise this Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.

All other terms and conditions of this policy remain unchanged.

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

## **CYBER EXCLUSION**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
OTHER APPLICABLE COVERAGE FORMS

### **A. Electronic Data Exclusion**

Notwithstanding any provision in this Policy or to any Primary Policy or any endorsement to which this attaches, or thereto to the contrary, the following exclusion shall apply to this Policy:

- 1) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of "electronic data" from any cause whatsoever (including but not limited to "computer virus") or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, the following definitions are added:

"Electronic data" means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

"Computer virus" means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. "Computer virus" includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- 2) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

#### **Listed Perils:**

Fire  
Explosion

### **B. Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any "electronic data" contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed \$25,000 any one loss, incurred by the Assured in recreating, gathering and assembling such "electronic data". If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such "electronic data" to the Assured or any other party, even if such "electronic data" cannot be recreated, gathered or assembled.

Nothing herein contained shall vary, alter or extend any agreement, provision, general condition or declaration of this Policy other than as above stated.



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

## **VIOLATION OF ECONOMIC OR TRADE SANCTIONS**

We (the Insurer or the Company) shall not provide any coverage, pay any claim, or provide any benefit under this Policy, to the extent that the provision of such coverage, payment of such claim, or provision of such benefit is a violation of any applicable trade or economic sanctions, embargo, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.