



This policy is issued by the following GNY Company:

# **Strathmore Insurance Company**

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

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

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

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

**COMMON POLICY DECLARATIONS**

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

POLICY TERM **1** **Year** ACCOUNT NUMBER **20D3544324** POLICY NUMBER **8120D96134**  
ENDORSEMENT NUMBER

<b>NAMED INSURED AND MAILING ADDRESS</b> HILLTOP FARMS CONDOMINIUM TRUST C/O BRIGS LLC 185 DUDLEY ST BOSTON MA 02119-2571	<b>PRODUCER 0030189</b> HUB INTERNATIONAL NEW ENGLAND LLC 300 BALLARDVALE ST P O BOX 696 WILMINGTON MA 01887
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POLICY PERIOD: FROM **06-30-2024** TO: **06-30-2025** AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN.

ENDORSEMENT DATE:  
BUSINESS DESCRIPTION: **TRUST**

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS:

		<u>PREMIUM</u>
<b>COMMERCIAL PROPERTY COVERAGE PART</b>	\$	<b>135,484.00</b>
<b>COMMERCIAL GENERAL LIABILITY COVERAGE PART</b>	\$	<b>12,415.00</b>
		_____
		_____
<b>TOTAL</b>	<b>\$</b>	<b>147,899.00</b>

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

TOTAL PREMIUM \$ **147,899.00**  
THE POLICY MAY BE SUBJECT TO ADJUSTMENT.

COUNTERSIGNED \_\_\_\_\_ BY *Elizabeth Heck*  
DATE \_\_\_\_\_ AUTHORIZED REPRESENTATIVE

**DESIGNATION OF PREMISES SCHEDULE  
COMMERCIAL LINES POLICY  
THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	001	10 ALFALFA DR, AKA 10-16 ALFALFA DR, SOUTH GRAFTON, MA 01560-1241 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	002	18 ALFALFA DR, AKA 18-24 ALFALFA DR, SOUTH GRAFTON, MA 01560-1242 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	003	26 ALFALFA DR, AKA 26-28 ALFALFA DR, SOUTH GRAFTON, MA 01560-1242 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	004	30 ALFALFA DR, AKA 30-34 ALFALFA DR, SOUTH GRAFTON, MA 01560-1242 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	005	2 VIOLET DR, AKA 2-6 VIOLET DR, SOUTH GRAFTON, MA 01560-1237 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	006	25 ALFALFA DR, AKA 25-31 ALFALFA DR, SOUTH GRAFTON, MA 01560-1240 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	007	17 ALFALFA DR, AKA 17-23 ALFALFA DR, SOUTH GRAFTON, MA 01560-1240 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	008	2 ALFALFA DR, AKA 2-8 ALFALFA DR, SOUTH GRAFTON, MA 01560-1241 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	009	1 BUTTERCUP LN, AKA 1-7 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1243 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	010	9 BUTTERCUP LN, AKA 9-15 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1243 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	011	2 BLUEBIRD DR, AKA 2-6 BLUEBIRD DR, SOUTH GRAFTON, MA 01560-1236 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	012	8 BLUEBIRD DR, AKA 8-12 BLUEBIRD DR, SOUTH GRAFTON, MA 01560-1236 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	013	1 BLUEBIRD DR, AKA 1-5 BLUEBIRD DR, SOUTH GRAFTON, MA 01560-1235 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	014	7 BLUEBIRD DR, AKA 7-13 BLUEBIRD DR, SOUTH GRAFTON, MA 01560-1235 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	015	8 VIOLET DR, AKA 8-10 VIOLET DR, SOUTH GRAFTON, MA 01560-1237 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	016	16 BUTTERCUP LN, AKA 16-22 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1246 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	017	2 CHERRY LN, AKA 2-4 CHERRY LN, SOUTH GRAFTON, MA 01560-1249 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	018	15 VIOLET DR, AKA 15-21 VIOLET DR, SOUTH GRAFTON, MA 01560-1238 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	019	17 BUTTERCUP LN, AKA 17-19 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1243 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	020	21 BUTTERCUP LN, AKA 21-25 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1243 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	021	27 BUTTERCUP LN, AKA 27-33 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1243 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	022	35 BUTTERCUP LN, AKA 35-41 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1243 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	023	43 BUTTERCUP LN, AKA 43-47 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1243 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	024	44 BUTTERCUP LN, AKA 44-46 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1247 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	025	38 BUTTERCUP LN, AKA 38-42 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1247 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	026	32 BUTTERCUP LN, AKA 32-36 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1247 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	027	24 BUTTERCUP LN, AKA 24-30 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1247 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	028	1 CHERRY LN, AKA 1-7 CHERRY LN, SOUTH GRAFTON, MA 01560-1244 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	029	9 CHERRY LN, AKA 9-13 CHERRY LN, SOUTH GRAFTON, MA 01560-1244 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	030	15 CHERRY LN, AKA 15-21 CHERRY LN, SOUTH GRAFTON, MA 01560-1244 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	031	23 CHERRY LN, AKA 23-29 CHERRY LN, SOUTH GRAFTON, MA 01560-1244 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	032	41 CHERRY LN, AKA 41-43 CHERRY LN, SOUTH GRAFTON, MA 01560-1244 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	033	45 CHERRY LN, AKA 45-47 CHERRY LN, SOUTH GRAFTON, MA 01560-1244 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	034	40 CHERRY LN, AKA 40-46 CHERRY LN, SOUTH GRAFTON, MA 01560-1259 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	035	32 CHERRY LN, AKA 32-38 CHERRY LN, SOUTH GRAFTON, MA 01560-1259 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	036	24 CHERRY LN, AKA 24-30 CHERRY LN, SOUTH GRAFTON, MA 01560-1259 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM



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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	037	1 DAFFODIL CT, AKA 1-7 DAFFODIL CT, SOUTH GRAFTON, MA 01560-1252 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	038	12 DAFFODIL CT, AKA 12-18 DAFFODIL CT, SOUTH GRAFTON, MA 01560-1253 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	039	6 DAFFODIL CT, AKA 6-10 DAFFODIL CT, SOUTH GRAFTON, MA 01560-1253 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	040	2 DAFFODIL CT, AKA 2-4 DAFFODIL CT, SOUTH GRAFTON, MA 01560-1253 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	041	49 BUTTERCUP LN, AKA 49-55 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1254 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	042	57 BUTTERCUP LN, AKA 57-59 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1254 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	043	60 BUTTERCUP LN, AKA 60-62 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1247 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	044	54 BUTTERCUP LN, AKA 54-58 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1247 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	045	48 BUTTERCUP LN, AKA 48-52 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1247 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	046	64 BUTTERCUP LN, AKA 64-66 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1257 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	047	64 TULIP CIR, AKA 64-70 TULIP CT, SOUTH GRAFTON, MA 01560-1260 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	048	56 TULIP CIR, AKA 56-62 TULIP CT, SOUTH GRAFTON, MA 01560-1260 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	049	50 TULIP CIR, AKA 50-54 TULIP CT, SOUTH GRAFTON, MA 01560-1260 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	050	46 TULIP CIR, 46-48 TULIP CT, SOUTH GRAFTON, MA 01560-1260 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	051	40 TULIP CIR, AKA 40-44 TULIP CT, SOUTH GRAFTON, MA 01560-1260 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	052	34 TULIP CIR, AKA 34-38 TULIP CT, SOUTH GRAFTON, MA 01560-1260 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	053	28 TULIP CIR, AKA 28-32 TULIP CT, SOUTH GRAFTON, MA 01560-1251 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	054	20 TULIP CIR, AKA 20-26 TULIP CT, SOUTH GRAFTON, MA 01560-1251 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	055	14 TULIP CIR, AKA 14-18 TULIP CT, SOUTH GRAFTON, MA 01560-1251 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	056	10 TULIP CIR, AKA 10-12 TULIP CT, SOUTH GRAFTON, MA 01560-1251 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	057	2 TULIP CIR, AKA 2-8 TULIP CT, SOUTH GRAFTON, MA 01560-1251 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	058	9 TULIP CIR, AKA 9-15 TULIP CT, SOUTH GRAFTON, MA 01560-1250 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	059	17 TULIP CIR, AKA 17-23 TULIP CT, SOUTH GRAFTON, MA 01560-1250 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	060	25 TULIP CIR, AKA 25-31 TULIP CT, SOUTH GRAFTON, MA 01560-1250 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	061	57 TULIP CIR, AKA 57-61 TULIP CT, SOUTH GRAFTON, MA 01560-1250 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	062	19 DAFFODIL CT, AKA 19-21 DAFFODIL CT, SOUTH GRAFTON, MA 01560-1252 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	063	23 DAFFODIL CT, AKA 23-25 DAFFODIL CT, SOUTH GRAFTON, MA 01560-1252 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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001	064	27 DAFFODIL CT, AKA 27-33 DAFFODIL CT, SOUTH GRAFTON, MA 01560-1252 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	065	35 DAFFODIL CT, AKA 35-41 DAFFODIL CT, SOUTH GRAFTON, MA 01560-1252 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	066	32 DAFFODIL CT, AKA 32-34 DAFFODIL CT, SOUTH GRAFTON, MA 01560-1253 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	067	24 DAFFODIL CT, AKA 24-30 DAFFODIL CT, SOUTH GRAFTON, MA 01560-1253 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	068	20 DAFFODIL CT, AKA 20-22 DAFFODIL CT, SOUTH GRAFTON, MA 01560-1253 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	069	69 BUTTERCUP LN, AKA 69-71 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1254 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	070	73 BUTTERCUP LN, AKA 73-77 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1254 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	071	68 BUTTERCUP LN, AKA 68-74 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1257 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	072	79 BUTTERCUP LN, AKA 79-85 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1255 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

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LOC. NO.	BLDG. NO.	DESIGNATED PREMISES (ADDRESS, CITY, STATE)	OCCUPANCY
001	073	76 BUTTERCUP LN, AKA 76-82 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1257 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	074	84 BUTTERCUP LN, AKA 84-90 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1257 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	075	92 BUTTERCUP LN, AKA 92-98 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1257 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	076	100 BUTTERCUP LN, AKA 100-106 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1248 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	077	95 BUTTERCUP LN, AKA 95-101 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1255 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM
001	078	87 BUTTERCUP LN, AKA 87-93 BUTTERCUP LN, SOUTH GRAFTON, MA 01560-1255 APPLIES TO: GENERAL LIABILITY, PROPERTY NUMBER OF STORIES: 002	CONDOMINIUM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SCHEDULE OF FORMS AND ENDORSEMENTS

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

<b>NAMED INSURED</b> HILLTOP FARMS CONDOMINIUM TRUST		<b>POLICY NUMBER</b> 8120D96134  <b>ENDORSEMENT NUMBER</b>
		<b>COUNTERSIGNED BY:</b> _____ AUTHORIZED REPRESENTATIVE
<b>SCHEDULE OF FORMS &amp; ENDORSEMENTS</b> EFFECTIVE DATE: 06-30-24		<b>POLICY PERIOD: FROM:</b> 06-30-2024 <b>TO:</b> 06-30-2025
<b>COMMON POLICY FORMS AND ENDORSEMENTS</b>		
SIC PJ	09-21	POLICY JACKET
GNY 001	09-91	COMMON POLICY DECLARATIONS
GNY 002	06-91	DESIGNATION OF PREMISES SCHEDULE
GNY 003A	07-09	SCHEDULE OF FORMS AND ENDORSEMENTS
IDR COVDEC	02-09	IDENTITY RECOVERY COVERAGE PART DEC
IDRAS	03-10	IDENTITY RECOVERY COVERAGE FORM
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 01 30	01-21	MASSACHUSETTS CHANGES - INTENTIONAL LOSS
IL 09 35	07-02	EXCL OF CERTAIN COMPUTER- RELATED LOSSES
IL 09 53	01-15	EXCL/CERT ACTS-TERROR; COV/FIRE LOSSES
IL 09 85	12-20	DISCLOSURE PURSUANT/TERROR RISK INS ACT
<b>PROPERTY FORMS AND ENDORSEMENTS</b>		
GNY 004	11-20	COMMERCIAL PROPERTY COVERAGE PART
LIMDED	08-21	AMENDMENT OF LIMITS AND DEDUCTIBLES
GNY 005	06-91	COMMERCIAL PROPERTY COVERAGE PART
GNYCP 03	01-18	EQUIPMENT BREAKDOWN ENHANCEMENT ENDT
PACKGOLD	08-21	ENHANCED PROP COVG ENDT - GOLD
PERUDED	08-21	PER UNIT DEDUCTIBLE COVERAGE ENDORSEMENT
PUDSCH B	03-22	PER UNIT DED SCH COV & LOC - CAPPED DED
XREPCST	03-05	EXTENDED REPLACEMENT COST ENDORSEMENT
CP 00 30	10-12	BUSINESS INCOME COVERAGE (&/EX EXP)
CP 10 64	10-12	MA-FUNGUS,WET/DRY ROT BACTERIA EXCL/LIMIT
HEATMAIN	01-16	AMEND-MAINT OF HEAT OR WINTERIZATION
CP 00 17	10-12	CONDOMINIUM ASSOCIATION COVERAGE FORM
CP 00 90	07-88	COMMERCIAL PROPERTY CONDITIONS
CP 01 03	02-98	MASSACHUSETTS CHANGES-CONDOMINIUMS
CP 01 09	10-00	MASSACHUSETTS CHANGES
CP 01 76	09-06	MA-EXCL OF LOSS DUE TO VIRUS OR BACTERIA
CP 04 11	09-17	PROTECTIVE SAFEGUARDS
CP 10 30	09-17	CAUSES OF LOSS - SPECIAL FORM
CP 14 15	07-88	ADDITIONAL BUILDING PROPERTY
CP CYBEX	08-21	CYBER INCIDENT EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SCHEDULE OF FORMS AND ENDORSEMENTS

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

<b>NAMED INSURED</b> HILLTOP FARMS CONDOMINIUM TRUST		<b>POLICY NUMBER</b> 8120D96134
		<b>ENDORSEMENT NUMBER</b>
		<b>COUNTERSIGNED BY:</b> _____ AUTHORIZED REPRESENTATIVE
<b>SCHEDULE OF FORMS &amp; ENDORSEMENTS</b> EFFECTIVE DATE: 06-30-24	<b>POLICY PERIOD: FROM:</b> 06-30-2024 <b>TO:</b> 06-30-2025	
<b>GENERAL LIABILITY FORMS AND ENDORSEMENTS</b>		
GNY 020	11-20	GENERAL LIABILITY DECLARATIONS
GNY 021	06-91	GENERAL LIABILITY SCHEDULE
GNY 22 83	05-03	MA CHANGES-LEAD POISONING ENDT
CG 21 32	05-09	COMMUNICABLE DISEASE EXCLUSION
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COV FORM
CG 00 99	11-85	CHGS IN GL FORMS FOR COMM PACK POLICIES
CG 20 04	11-85	ADDL INSD-CONDOMINIUM UNIT OWNERS
CG 21 16	04-13	EXCL-DESIGNATED PROFESSIONAL SERVICES
CG 21 44	04-17	LIMIT OF COV TO DESIG PREM, PROJ OR OPER
CG 21 65	12-04	TOTAL POLLUTION EXCL-WITH EXCEPTIONS
CG 81 02	02-05	BASIC CONSTRUCTION EXCLUSION
CGU-001	02-05	HIRED AUTO AND NON-OWNED AUTO LIABILITY
XPUNDAM	06-13	EXCLUSION FOR PUNITIVE DAMAGES AND SIMIL
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
SLVRGL	01-22	ENHANCED GL COVG ENDT - SILVER
GLU-113	02-05	ASBESTOS HAZARD EXCLUSION ENDT
CG 21 73	01-15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 00 69	12-23	EXCLUSION - VIOLATION OF LAW DATA PRVCY
CG 21 07	05-14	EXCL-ACC/DISCL OF CONFI OR PERSONAL INFO
CG 21 09	06-15	EXCLUSION - UNMANNED AIRCRAFT
CG 21 54	12-19	EXCL-DESIG OPS COVRD BY WRAP-UP INS PROG
CG 40 10	12-19	EXCLUSION - CROSS SUITS LIABILITY
CG 40 35	12-23	EXCLUSION - CYBER INCIDENT
<b>POLICYHOLDER JACKETS</b>		
SIC PJ	09-21	POLICY JACKET

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY DECLARATIONS (Continued)

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

<b>NAMED INSURED</b> HILLTOP FARMS CONDOMINIUM TRUST	<b>POLICY NUMBER 8120D96134</b>  <b>ENDORSEMENT NUMBER</b>
	<b>COUNTERSIGNED BY:</b> _____ <b>AUTHORIZED REPRESENTATIVE</b>
<b>COMMON POLICY DECLARATIONS (Continued)</b> <b>EFFECTIVE DATE: 06-30-2024</b>	<b>POLICY PERIOD: FROM: 06-30-2024</b> <b>TO: 06-30-2025</b>

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

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

	<b>DUE</b>	<b>PREVIOUS TOTAL</b>	<b>PREMIUM</b>	<b>SURCHARGE</b>	<b>GRAND TOTAL</b>
DEPOSIT	06/30/2024		36,971.00		36,971.00
INSTALL	07/30/2024		13,866.00		13,866.00
INSTALL	08/30/2024		13,866.00		13,866.00
INSTALL	09/30/2024		13,866.00		13,866.00
INSTALL	10/30/2024		13,866.00		13,866.00
INSTALL	11/30/2024		13,866.00		13,866.00
INSTALL	12/30/2024		13,866.00		13,866.00
INSTALL	01/30/2025		13,866.00		13,866.00
INSTALL	02/28/2025		13,866.00		13,866.00

THERE IS A \$10 SERVICE FEE FOR EACH PREMIUM INSTALLMENT.  
THIS FEE IS NOT INCLUDED IN THE PREMIUMS SHOWN ABOVE.



# Identity Recovery Coverage Part Declarations

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Named Insured: HILLTOP FARMS CONDOMINIUM

Policy Number 8120D96134

Effective Date 06-30-24

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## Expense Reimbursement Coverage Limit

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\$25,000 Annual Aggregate Limit per Insured

## Special Terms or Conditions

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# Identity Recovery Coverage Form

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

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

## A. COVERAGE

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

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

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

### 1. Case Management Service

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

### 2. Expense Reimbursement

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

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

## B. EXCLUSIONS

We do not cover:

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

## C. LIMITS OF INSURANCE

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

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

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

#### **D. DEDUCTIBLES**

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

#### **E. LOSS CONDITIONS**

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

##### **1. Duties in the Event of Loss or Damage**

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

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

must do this within 60 days after our request.

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

#### **2. Assistance and Claims**

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

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

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

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

#### **F. ADDITIONAL CONDITIONS**

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

##### **1. Bankruptcy**

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

##### **2. Concealment, Misrepresentation or Fraud**

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

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

##### **3. Coverage Territory**

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

## 5. Legal Action Against Us

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

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

## 6. Liberalization

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

## 7. Other Insurance

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

## 8. Services

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

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

## G. DEFINITIONS

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

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

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

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

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

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

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

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

into contracts or commit crimes.

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

**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  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

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  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

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

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

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



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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

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

## **MASSACHUSETTS CHANGES – INTENTIONAL LOSS**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM  
STANDARD PROPERTY POLICY

The following exclusion and related provisions are added with respect to loss or damage to Covered Property caused by fire:

### **Intentional Loss**

1. We will not pay for loss or damage arising out of any act committed:
  - a. By or at the direction of the insured; and
  - b. With the intent to cause a loss.
2. However, this exclusion does not apply to an innocent coinsured who does not commit or conspire to commit any act that results in loss or damage by fire and the innocent coinsured making a claim:
  - a. Did not cooperate in or contribute to the creation of the loss; and

- b. Cooperates in any investigation relating to the loss.
3. If we pay a claim pursuant to Paragraph 2. of this endorsement, our payment to the insured is limited to that insured's insurable interest in the property. In no event will we pay more than the Limit of Insurance.

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

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

This endorsement modifies insurance provided under the following:

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

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

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

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

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

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

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

State(s)	Coverage Form, Coverage Part Or Policy
MA	COMMERCIAL PROPERTY
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.

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

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

### **SCHEDULE**

<b>SCHEDULE – PART I</b>	
<b>Terrorism Premium (Certified Acts)</b>	<u>\$0.00</u>
<b>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</b>	
COMMERCIAL PROPERTY	
 <b>Additional information, if any, concerning the terrorism premium:</b>	
Terrorism Risk Insurance Act Coverage rejected. Terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. The additional premium displayed is just for such fire coverage.	
<b>SCHEDULE – PART II</b>	
<b>Federal share of terrorism losses</b>	<b>80 %</b>
(Refer to Paragraph <b>B.</b> in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Disclosure Of Premium**

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

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

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

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

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

## FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE 06/30/2024	POLICY NUMBER 8120D96134  ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	001	BUILDING FRAME	\$ 117,733,682	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: \$ 117,733,682 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:  
 BLKT GRP # 1.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	001	BUS INC (III) INCL EXTRA EXP FRAME	\$ 921,600	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:  
 BLKT GRP # 2.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	002	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	003	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	004	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	005	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	006	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	007	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	008	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	009	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	010	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	011	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	012	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b>  ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	013	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	014	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	015	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	016	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:



# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE 06/30/2024	POLICY NUMBER 8120D96134  ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	017	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	018	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	019	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	020	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	021	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	022	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b>  ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	023	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	024	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE 06/30/2024	POLICY NUMBER 8120D96134  ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	025	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	026	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE 06/30/2024	POLICY NUMBER 8120D96134  ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	027	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	028	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	029	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	030	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	031	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	032	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:



# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	033	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	034	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE 06/30/2024	POLICY NUMBER 8120D96134  ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	035	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	036	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	037	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	038	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	039	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	040	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	041	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	042	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	043	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	044	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	045	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	046	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	047	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	048	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:



# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE 06/30/2024	POLICY NUMBER 8120D96134  ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	049	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	050	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	051	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	052	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE 06/30/2024	POLICY NUMBER 8120D96134  ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	053	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	054	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE 06/30/2024	POLICY NUMBER 8120D96134  ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	055	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	056	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	057	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	058	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	059	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	060	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE 06/30/2024	POLICY NUMBER 8120D96134  ENDORSEMENT NUMBER
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 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	061	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	062	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE 06/30/2024	POLICY NUMBER 8120D96134  ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
 COVERAGE PROVIDED: INSURANCE AT THE DESCRIBED LOCATION APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.  
 OPTIONAL COVERAGES: APPLICABLE ONLY WHEN SHOWN BY "X" IN THE SCHEDULE BELOW.

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	063	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	064	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:



# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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DESCRIPTION OF PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE  
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	065	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	066	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	067	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	068	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

**OTHER PROVISIONS**

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	069	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	070	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE 06/30/2024	POLICY NUMBER 8120D96134  ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	071	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	072	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
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 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

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STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	073	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	074	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	075	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	076	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# COMMERCIAL PROPERTY DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
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LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	077	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	077	BUS INC (III) INCL EXTRA EXP FRAME	BLKT GRP 2	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

LOC. NO.	BLDG NO.	COVERAGE/CONSTRUCTION	LIMIT OF INSURANCE	COVERED CAUSE OF LOSS	COINS.
001	078	BUILDING FRAME	BLKT GRP 1	SPECIAL	100

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: 4 %  
 AGREED VALUE: BLKT GRP 1 EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: 50,000 EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

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

### OTHER PROVISIONS

TERRITORY: 001 PROTECTION CLASS: 04 OCCUPANCY: CONDOMINIUM  INFLATION GUARD: %  
 AGREED VALUE: EXPIRATION DATE:  REPLACEMENT COST  INCLUDING "STOCK"  
 BUSINESS INCOME INDEMNITY: MONTHLY LIMIT PERIOD: MAX. EXT. DAYS BI MEDIA:  
 DEDUCTIBLE: EARTHQUAKE DEDUCTIBLE: EXCEPTIONS:

# GREATER NEW YORK INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF LIMITS AND DEDUCTIBLES ENHANCED PROPERTY COVERAGE PROGRAM

This endorsement modifies insurance provided under the following:

**ENHANCED PROPERTY COVERAGE ENDORSEMENT**  
**ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD**  
**ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR RESTAURANTS**  
**PROTECTO-GUARD PROPERTY ENHANCED COVERAGE ENDORSEMENT PLATINUM**  
**PROTECTO-GUARD PROPERTY ENHANCED COVERAGE ENDORSEMENT FOR RESTAURANTS**  
**ACTUAL LOSS SUSTAINED ENDORSEMENT**  
**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**  
**CONDOMINIUM ASSOCIATION COVERAGE FORM**  
**BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM**  
**BUSINESS INCOME WITHOUT EXTRA EXPENSE COVERAGE FORM**  
**CAUSES OF LOSS – SPECIAL FORM**  
**ENHANCED PROPERTY COVERAGE ENDORSEMENT HOSPITALITY PROGRAM**  
**CRIME COVERAGE ENDORSEMENT HOSPITALITY PROGRAM**  
**CRIME COVERAGE ENDORSEMENT PRIVATE CLUB PROGRAM**  
**ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR OFFICE BUILDINGS – LESSORS RISK**  
**ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR SHOPPING CENTERS-LESSORS RISK**  
**ENHANCED PROPERTY COVERAGE ENDORSEMENT PRIVATE CLUB PROGRAM**

Changes are applicable only if the appropriate section is completed by indicating the Additional and Total Limit in one (or more) of the Schedules which follow or if a box indicates a selection has been made by a box below is marked: .

### INCREASE(S) IN LIMITS

1. In addition to the Limits provided by the Enhanced Property Coverage Endorsement attached to your policy for the specific coverage listed below, we will pay the Additional Limits shown in the Schedule below:

INCREASE IN LIMITS SCHEDULE		
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT
Access to Premises		
Accounts Receivable		
Alternative Key Systems		
Arson, Theft and Vandalism Rewards		
B.I. Reservation Systems		
Business Income - Dependent Properties		
Business Personal Property at Unspecified Location		
Claim Expenses		
Computer Coverage		
Customer Reimbursement		



INCREASE IN LIMITS SCHEDULE			
COVERAGE		ADDITIONAL LIMITS	TOTAL LIMIT
Debris Removal			
Electronic Data:			
Elevator Collision for Personal Property of Others			
Evacuation Expense			
Fine Arts			
Fine Arts in Transit			
Fire Department Service Charges			
Fire Protection Equipment Recharge			
Forgery or Alteration			
Guest's Property – Inside the Premises	Per Occurrence		
	Per Guest		
Guest's Property – In Safe Deposit Boxes	Per Occurrence		
	Per Guest		
Hotel Key Card			
Interior and Underground Water Damage - Limited Additional Coverage			
Lost Lease			
Lost or Stolen Key Coverage			
Money and Securities	Inside		
	Outside		
Money Orders & Counterfeit Paper Currency			
Newly Acquired or Constructed Property - Building			
Newly Acquired or Constructed Property – Your Business Personal Property			
Off Premises Services			
Ordinance or Law	Demolition	\$500,000	\$750,000
	Increased Cost of Construction	\$500,000	\$750,000
Ordinance or Law – Period of Restoration			
Outdoor Antennas & Satellites			
Outdoor Signs/Signs			
Outdoor Trees, Shrubs and Plants			
Personal Effects and Property of Others	Per Person		
	Aggregate		
Pollutant Cleanup			
Property In Transit			
Property Off Premises			
Realty Tax – Increased Assessment			
Sewer Back-up Limited Additional Coverage			
Spoilage Limited Additional Coverage			
Supplemental Refrigerated Food Coverage			

INCREASE IN LIMITS SCHEDULE		
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT
Tenant Move Back Expense		
Valuable Papers and Records - Cost of Research		
Volunteer Fire Department Service Charge		

**EMPLOYEE DISHONESTY INCREASED LIMIT**

2. In addition to the Limits provided by the Enhanced Property Coverage Endorsement attached to your policy, we will pay the Additional Limits shown in the Schedule below for Employee Dishonesty:

EMPLOYEE DISHONESTY SCHEDULE		
COVERAGE	ADDITIONAL LIMITS	TOTAL LIMIT
Employee Dishonesty - Employee's 1-5		
Employee Dishonesty - Each Additional Employee 6-50		
Each Additional Employee 51 or Over		

**CHANGE IN NUMBER OF DAYS OR PROPERTY DISTANCE EXTENSION - ENHANCED PROPERTY COVERAGE ENDORSEMENT**

3. If an entry is made in the Additional Number column in the Schedule below, that number of days or that property distance is added to the number of days or property distances shown for that item in the Enhanced Property Coverage Endorsement.

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

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

4. If your policy contains Business Income on an ACTUAL LOSS SUSTAINED, in addition to the 12 month period of coverage provided, we will extend the period of coverage to the Optional Period (if marked ) of Coverage as shown in the Schedule below:

ADDITIONAL PERIOD SCHEDULE - ALS	
PROPERTY COVERAGE(S)	PERIOD OF COVERAGE OPTIONS <i>(Coverage is provided only if one of the boxes below is marked: <input checked="" type="checkbox"/>)</i>
ACTUAL LOSS SUSTAINED	Optional Periods of Coverage: <input type="checkbox"/> 18 months <input type="checkbox"/> 24 months <input type="checkbox"/> 30 months <input type="checkbox"/> 36 months

A. If an Optional 18-month Period of Coverage is indicated (by a  in the appropriate box) in this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces section C. Limits of Insurance of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form, but only to the extent that coverage is provided by the Actual Loss Sustained Endorsement:

**C. Limits of Insurance**

The most we will pay for any one occurrence is the actual loss of Business Income and/or the actual Extra Expense that you sustain during the "period of restoration" and that occurs within 18 consecutive months after the date of direct physical loss or damage. This 18-month limit replaces the Limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense.

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

**C. Limits of Insurance**

The most we will pay for any one occurrence is the actual loss of Business Income and/or the actual Extra Expense that you sustain during the "period of restoration" and that occurs within **24** consecutive months after the date of direct physical loss or damage. This **24**-month limit replaces the Limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense.

- C. If an Optional **30**-month Period of Coverage is indicated (by a  in the appropriate box) in this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces Section **C. Limits of Insurance** of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form, but only to the extent that coverage is provided by this Actual Loss Sustained Coverage Extension:

**C. Limits of Insurance**

The most we will pay for any one occurrence is the actual loss of Business Income, the actual Extra Expense, or both that you sustain during the "period of restoration" and that occurs within **30** consecutive months after the date of direct physical loss or damage. This **30**-month limit replaces the Limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense.

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

**C. Limits of Insurance**

The most we will pay for any one occurrence is the actual loss of Business Income, the actual Extra Expense, or both that you sustain during the "period of restoration" and that occurs within **36** consecutive months after the date of direct physical loss or damage. This **36**-month limit replaces the Limit of Insurance shown in the Declarations for Business Income or Business Income and Extra Expense.

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

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

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

1. **OPTIONAL PERIOD OF COVERAGE – ACTUAL LOSS SUSTAINED – 18 Months:**

If an Optional **18**-month Period of Coverage is indicated (by a  in the appropriate box) in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces the 12-month provision stated above, but only to the extent that coverage is provided by this Actual Loss Sustained Endorsement:

The most we will pay for any one occurrence is the actual loss of Business Income, Extra Expense or both that you sustain during the "period of restoration" that occurs within **18** consecutive months after the date of direct physical loss or damage.

2. OPTIONAL PERIOD OF COVERAGE – ACTUAL LOSS SUSTAINED – 24 Months:  
If an Optional 24 month Period of Coverage is indicated (by a  in the appropriate box) in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces the 12-month provision stated above, but only to the extent that coverage is provided by this Actual Loss Sustained Coverage Extension:  
The most we will pay for any one occurrence is the actual loss of Business Income and/or Extra Expense that you sustain during the “period of restoration” that occurs within 24 consecutive months after the date of direct physical loss or damage.
3. OPTIONAL PERIOD OF COVERAGE – ACTUAL LOSS SUSTAINED – 30-Months:  
If an Optional 30-month Period of Coverage is indicated (by a  in the appropriate box) in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces the 12-month provision stated above, but only to the extent that coverage is provided by this Actual Loss Sustained Endorsement:  
The most we will pay for any one occurrence is the actual loss of Business Income, Extra Expense, or both that you sustain during the “period of restoration” that occurs within 30 consecutive months after the date of direct physical loss or damage.
4. OPTIONAL PERIOD OF COVERAGE – ACTUAL LOSS SUSTAINED – 36-Months:  
If an Optional 36-month Period of Coverage is indicated (by a  in the appropriate box) in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT Schedule above, the following replaces the 12-month provision stated above, but only to the extent that coverage is provided by this Actual Loss Sustained Coverage Extension:  
The most we will pay for any one occurrence is the actual loss of Business Income, Extra Expense, or both that you sustain during the “period of restoration” that occurs within 36 consecutive months after the date of direct physical loss or damage.

- D. Only as respects the coverage provided by the Actual Loss Sustained Endorsement if attached to your policy and modified by the Optional Period(s) of Coverage provision of this AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT, the following are deleted from A.6.:

**DELETIONS FROM COVERAGE EXTENSION:**

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

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

**NEWLY ACQUIRED LOCATIONS**

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

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

**ADDITIONAL CONDITION AND OPTIONAL COVERAGES**

D. Additional Condition and E. Optional Coverages of the Business Income And Extra Expense Coverage Form or the Business Income Without Extra Expense Coverage Form are deleted in their entirety.

- E. Only as respects the Actual Loss Sustained Endorsement, the following is added:

**DEFINITION**

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

1. Begins
  - (a) 72 hours after the time of direct physical loss or damage for Business Income coverage; or
  - (b) Immediately after the time of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
2. Ends on the earlier of:

- (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (b) The date when business is resumed at a new permanent location, or
- (c) 12 months after the date of direct physical loss or damage, unless this time period is modified by an AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT attached to your policy which provides a different period of coverage. If an AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT is attached to your policy, then the reference to 12 months is modified to the option (either 18, 24, 30 or 36 months option) indicated in the AMENDMENT OF LIMITS AND DEDUCTIBLES ENDORSEMENT.

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

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

The additional limits provided by this endorsement are subject to all the applicable provisions of the Enhanced Property Coverage Endorsement.

### OPTIONAL DEDUCTIBLES - ENHANCED PROPERTY COVERAGE ENDORSEMENT(S)

#### 1. SEWER BACK-UP OPTIONAL DEDUCTIBLES

The Deductible(s) applicable to Sewer and Drain Back-up and Overflow and Sump Overflow in the Enhanced Property Coverage Endorsement attached to your policy is changed to the deductible(s) shown in the table below if the Box in the chart below is indicated with an

COVERAGE WITH A NEW DEDUCTIBLE IS PROVIDED ONLY IF A BOX BELOW IS MARKED WITH <input checked="" type="checkbox"/>	COVERAGE	DEDUCTIBLE OPTION
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$2,500
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$10,000
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$25,000
<input checked="" type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$50,000
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$75,000
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$100,000
<input type="checkbox"/>	Sewer and Drain Back-Up and Overflow and Sump Overflow – Limited Additional Coverage	\$250,000

If no entry appears in the table for a specific coverage, then the deductible in Enhanced Property Coverage Endorsement attached to your policy continues to apply to that coverage.

**2. INTERIOR AND UNDERGROUND WATER DAMAGE OPTIONAL DEDUCTIBLES**

The Deductible(s) applicable to Interior and Underground Water Damage in the Enhanced Property Coverage Endorsement attached to your policy is changed to the deductible(s) shown in the table below if the Box in the chart below is indicated with an

COVERAGE WITH A NEW DEDUCTIBLE IS PROVIDED ONLY IF A BOX BELOW IS MARKED WITH <input checked="" type="checkbox"/>	COVERAGE	DEDUCTIBLE OPTION
<input type="checkbox"/>	Interior and Underground Water Damage	\$5,000
<input type="checkbox"/>	Interior and Underground Water Damage	\$8,000
<input type="checkbox"/>	Interior and Underground Water Damage	\$25,000
<input type="checkbox"/>	Interior and Underground Water Damage	\$50,000
<input type="checkbox"/>	Interior and Underground Water Damage	\$75,000
<input type="checkbox"/>	Interior and Underground Water Damage	\$100,000
<input type="checkbox"/>	Interior and Underground Water Damage	\$250,000

If no entry appears in the table for a specific coverage, then the deductible in Enhanced Property Coverage Endorsement attached to your policy continues to apply to that coverage.

**3. PERCENTAGE DEDUCTIBLE OPTIONS APPLICABLE TO SPECIFIC COVERAGES**

If a percentage is indicated in the table below, the indicated percentage Deductible applies against any amount we pay for loss for any single occurrence payable under the applicable Coverage Extension. Then we will pay in excess of this deductible up to the Limit of Insurance provided by the applicable Coverage Extension.

Options are available for each whole percentage, up to **10%**.

The percentage deductible is a deductible that is determined by multiplying the percentage indicated in the table below against the Limit of Insurance for the property type insured under the Coverage Extension. (For example, the Limit of Insurance provided for Employee Dishonesty is **\$50,000** (but this Limit can be increased on request). If the percentage indicated in the table below is **1%**, then the percentage deductible is calculated as follows:  $.01 \times \$50,000 = \$500$ . The Deductible applied against any loss will be **\$500**.)

COVERAGE	PERCENTAGE DEDUCTIBLE OPTION
ACCOUNTS RECEIVABLE	<b>Not available. Follows Property Deductible.</b>
COMPUTER COVERAGE	
FINE ARTS	
VALUABLE PAPERS	<b>Not available. Follows Property Deductible.</b>
FORGERY AND ALTERATION	
MONEY AND SECURITIES	

**4. FIXED DOLLAR DEDUCTIBLE OPTIONS AVAILABLE**

If a dollar amount is indicated in the table below, the indicated flat Deductible amount applies against any amount we pay for loss for any single occurrence payable under the applicable Coverage Extension. Then we will pay in excess of this deductible up to the Limit of Insurance provided by the applicable Coverage Extension.

Fixed Dollar Deductible Options are available in set increments from **\$250** to **\$5,000**.

COVERAGE	FIXED DOLLAR DEDUCTIBLE OPTION
ACCOUNTS RECEIVABLE	
COMPUTER COVERAGE	
FINE ARTS	
VALUABLE PAPERS	
FORGERY AND ALTERATION	
MONEY AND SECURITIES	

**5. EMPLOYEE DISHONESTY DEDUCTIBLE OPTIONS AVAILABLE**

If a dollar amount is indicated in one of the check boxes below, that Deductible amount applies against any amount we pay for loss for any single occurrence payable under the Employee Dishonesty Coverage. Then we will pay in excess of this deductible up to the Limit of Insurance provided by The Employee Dishonesty Coverage.

\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$100,000
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**6. GUESTS PROPERTY DEDUCTIBLE OPTIONS AVAILABLE**

If a dollar amount is indicated in one of the check boxes below, that Deductible amount applies against any amount we pay for loss for any single occurrence payable under the Guests Property Coverage. Then we will pay in excess of this deductible up to the Limit of Insurance provided by The Guests Property Coverage.

**Inside the Premises (Including Robbery of a Custodian)**

\$0	\$250	\$500	\$1,000	\$2,000	\$5,000	\$10,000
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Inside Safe Deposit Boxes**

\$0	\$250	\$500	\$1,000	\$2,000	\$5,000	\$10,000
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The limits provided by this endorsement are subject to all the applicable provisions of the Enhanced Property Coverage Endorsement attached to your policy.

All other terms and conditions remain unchanged.

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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	<b>EFFECTIVE DATE</b> <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER
<b>FORMS APPLICABLE:</b>  See Schedule of Forms and Endorsements		
<b>MORTGAGE HOLDERS:</b>  See Schedule of Mortgage Holder(s)		
<b>LOSS PAYEES:</b>  See Schedule of Loss Payee(s)		
<small>Please refer to the Common Dec for applicable taxes and surcharges (if any).</small>		
<b>TOTAL</b> ANNUAL PREMIUM - THIS COVERAGE PART:		\$ <b>135,484.00</b>



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

## **EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT**

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

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

### **AMENDMENTS TO THE COMMERCIAL PROPERTY CONDITIONS FORM**

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

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

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

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

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

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

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

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

#### **d. Pollutant Clean Up and Removal**

We will pay for the Pollutant Clean Up and Removal for loss resulting from an "Equipment Breakdown". The most we will pay for the Pollutant Clean Up and Removal is **\$250,000**. Any amount we pay under this Pollutant Clean Up and Removal Additional Coverage is subject to, is a part of, and is not in

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addition to the applicable Limit of Insurance for Covered Property.

Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

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

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

#### **g. Expediting Expenses**

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

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

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

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

Any amount we pay under this Expediting Expenses Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more than the applicable Limit of Insurance for Covered Property.

#### **h. Refrigerant Contamination**

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

The most we will pay for the sum of all direct loss or damage and business income and extra expense under this coverage is **\$250,000**. Any amount we pay under this Refrigerant Contamination Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

#### **i. Spoilage**

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

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

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

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

The most we will pay for loss or damage under this coverage is **\$250,000**. Any amount we pay under this Spoilage Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

#### **j. Temperature Fluctuation**

We will pay for loss of “perishable goods” only caused by or resulting from any condition or event to Covered Property that can be resolved by calibrating, resetting, tightening, adjusting or cleaning. However, we will not pay for loss of “perishable goods” as a result of resetting the power supply to the Covered Property containing the “perishable goods”.

The most we will pay for the sum of all direct loss or damage and business income and extra expense under this coverage is **\$5,000**. Any amount we pay under this Temperature Fluctuation Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$5,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

#### **k.CFC Refrigerants**

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances resulting from an “Equipment Breakdown”. Additional costs mean those in excess of what would have been required to repair or replace covered property, had no CFC refrigerant been involved. We also pay for additional loss as described under the Spoilage or Loss of Income Coverages provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

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

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

Any amount we pay under this CFC Refrigerants Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more than the applicable Limit of Insurance for Covered Property.

#### **I. Computer Equipment**

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

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

Any amount we pay under this “Computer Equipment” Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional

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Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more than the applicable Limit of Insurance for Covered Property.

**m. Off Premises Services Interruption**

a. For coverage provided by this endorsement, with respect to your damaged Covered Property, we will pay for loss or damage caused by the Interruption of Services to the premises described in the Declarations. The interruption must result from direct physical loss or damage by an "Equipment Breakdown" to property not on the described premises that provided the following services:

- (1) "Water Supply Services", meaning the following types of property supplying water to the premises described in the Declarations:
  - (a) Pumping stations
  - (b) Water mains.
- (2) "Communications Supply Service", means property supplying communication services including telephone, radio, microwave or television services to the premises described in the Declarations such as:
  - (a) Communication transmission lines
  - (b) Coaxial cables; or
  - (c) Microwave radio relays except satellitesIt does not include overhead transmissions lines.
- (3) "Power Supply Service" means the following types of property supplying electricity, steam or gas to the premises described in the Declarations:
  - (a) Utility generating plants;
  - (b) Switching stations;
  - (c) Substations;
  - (d) Transformers;
  - (e) Distribution lines;
  - (f) Underground transmission lines."Power Supply Service" does not include overhead transmission lines.

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

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

c. Deductibles:

- (1) For Business Income and Extra Expense, we will only pay for the loss you sustain after the first **12** hours following the direct physical loss or damage to the off premises property to which this Additional Coverage applies.
- (2) For Direct damage losses, a **\$1,000** per occurrence deductible applies.

The most we will pay for the sum of all loss, damage, business income and extra expense under this Additional Coverage is **\$250,000**. Any amount we pay under this Off-Premises Services Interruption Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property. The Coinsurance Condition does not apply to this Additional Coverage.

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

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#### **n. Data Restoration**

We will pay for your reasonable and necessary cost to research, replace and restore "data", including programs and operating systems that are lost as a result of an "Equipment Breakdown". The most we will pay for loss or damage under this coverage is **\$250,000**. This Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$250,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

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

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

#### **o. Unauthorized Instruction**

We will pay for loss or damage to your "computer equipment" caused by an "unauthorized instruction" which results in an "equipment breakdown".

Any amount we pay under this Unauthorized Instruction Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more than the applicable Limit of Insurance for Covered Property.

"Unauthorized instruction" means a virus, harmful code or similar instruction introduced into or enacted on a computer system or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

#### **p. Service Interruption**

Any insurance provided for Business Income, Extra Expense or Data Restoration is extended to apply to your loss, damage or expense caused by an "equipment breakdown" to equipment that is owned by a utility, landlord or other supplier with whom you have a contract to supply you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks, data transmission or "cloud computing". The equipment must meet the definition of "equipment breakdown" except that it is not Covered Property.

#### **q. Risk Improvement**

If Covered Property suffers direct physical loss or damage due to an "equipment breakdown", we will pay for the insured to improve the "power quality" of the electrical system or equipment at the loss location where the "equipment breakdown" occurred. "Power quality" means the conditions that allow electrical systems or equipment to operate as intended by limiting voltage fluctuations and other power influences that would adversely affect the operational performance and/or reduce the reliability, or the life-span of the electrical system.

We will pay the reasonable extra cost to improve "power quality" for the following electrical systems and/or equipment improvements:

- a. Installation of surge protection devices (SPD's) which are installed at the loss location's line disconnect, load disconnect, or on specific pieces of equipment and that are certified by Underwriter Laboratories (UL) or has an equivalent certification.

However SPD's do not include any SPD's which are cord-connected surge strips, direct plug-in SPD's or receptacle SPD's;

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- b. An upgrade and/or replacement of; electrical panels, switchgear and/or circuit breakers; or
- c. Electrical wire and wiring improvements which include installation of; flexible conduit, junction boxes and/or ground wiring.

We will not pay more than **10%**, to a maximum limit of **\$10,000**, of the loss amount paid. An invoice for implementation of this Additional Coverage must be sent to us within **180** days after the payment of the loss is received. Any amount we pay under this Risk Improvement Additional Coverage is subject to, is a part of, and is not in addition to the applicable Limit of Insurance for Covered Property. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than **10%**, to a maximum limit of **\$10,000**, of the loss amount paid as part of and not in addition to the applicable Limit of Insurance for Covered Property.

#### r. Off-Premises Coverage

We will pay for loss or damage to Covered Property resulting from a covered "Equipment Breakdown" while temporarily at a premises or location that is not a described premises.

The most we will pay for loss or damage under this coverage is **\$25,000**. This will be a part of and not an addition to the limit per loss. Furthermore, this Additional Coverage applies on a per policy basis regardless of the number of buildings, premises, or locations we insure on the Policy. Therefore, in no event, will we pay more in any one covered loss than a total of **\$25,000** as part of and not in addition to the applicable Limit of Insurance for Covered Property.

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

#### 3. Suspension

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

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

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

#### 4. Jurisdictional Inspections

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

#### 5. Environmental, Safety and Energy Efficiency Improvements

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

However, we will not pay more than **150%** of what the cost would have been to repair or replace with like kind and quality. This Condition does not apply to any property to which Actual Cash Value applies.

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**6. Green Environmental and Efficiency Improvements** If Covered Property requires repair or replacement due to an "Equipment Breakdown", we will pay;

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

We will not pay more than **150%**, to a maximum limit of **\$250,000**, of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs and any business interruption loss incurred as stated above.

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

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

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

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

**4. "Equipment Breakdown".**

"Equipment Breakdown" as used herein means:

**a. Direct Physical loss or damage both originating within:**

**(1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:**

- a. Waste disposal piping;
- b. Any piping forming part of a fire protective system;

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- c. Furnaces; and
- d. Any water piping other than:
  - (1) Boiler feed water piping between the feed pump and the boiler; piping carrying steam from one building to another;
  - (2) Boiler condensate return piping; or
  - (3) Water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.

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

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

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

However, “Equipment Breakdown” will not mean:

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

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

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

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

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8. "Production machinery" as used herein means any machine which processes, forms, shapes, or transports raw materials, materials in process, waste material or finished products.
9. "Electronic equipment" means devices which operate using many small electrical parts such as, but not limited to, microchips, transistors or circuits.
10. "Electronic equipment deficiency" means the quality or condition inside of "electronic equipment" which renders this equipment unexpectedly inoperable and which is operable again once a piece of "electronic equipment" has been replaced.

However, "electronic equipment deficiency" will not include replacement of "electronic equipment" for any condition that could have been resolved without replacement of the "electronic equipment" including but not limited to "computer equipment" maintenance or the reinstallation or incompatibility of software.

11. "Cloud computing" means on-demand network access to a shared pool of computing resources via networks, servers, storage, applications and services provided by an organization with whom you have a contract with using the following service models: Software as a Service (SaaS), Platform as a Service (PaaS) and Infrastructure as a Service (IaaS) on the following deployment models: public cloud, community cloud, hybrid cloud and private cloud.

## AMENDMENTS TO THE CAUSES OF LOSS – BASIC FORM

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

12. "Equipment Breakdown"

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

### **g. Water**

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

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

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

- B.2.a., B.2.d., B.2.e.**

## AMENDMENTS TO THE CAUSES OF LOSS – BROAD FORM

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

### 15. "Equipment Breakdown"

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

#### **g. Water**

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

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

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

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

## AMENDMENTS TO THE CAUSES OF LOSS - SPECIAL FORM

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

"Equipment Breakdown" is included.

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

#### **g. Water**

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

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

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

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

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

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

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

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

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

All other terms and conditions remain unchanged.

# GREATER NEW YORK INSURANCE COMPANIES

## ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD

This endorsement modifies insurance provided under the following:

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

<b>TABLE OF COVERAGES</b>			
<b>PROPERTY AND BUSINESS INCOME COVERAGES</b>	<b>LIMIT OF INSURANCE (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)</b>	<b>DEDUCTIBLE</b>	<b>PAGE #</b>
1. Accounts Receivable	\$50,000 ANN AGG	Follows Property	13
2. Business Income – Actual Loss Sustained (ALS)*	Actual Loss Sustained	B.I. Waiting Period	29
3. Business Income - Dependent Properties*	\$50,000	72 hours subject to 3% per day Limitation	28
4. Business Income - Extended Business Income*	210 days	None	27
5. Debris Removal Additional Limit	\$250,000	None	4
6. Electronic Data	\$25,000	Follows Property	6
7. Elevator Collision for Personal Property of Others	\$100,000	Follows Property	15
8. Employee Dishonesty	\$25,000	Follows Property	11
9. Fine Arts	\$25,000 ANN AGG**	Follows Property	15
10. Fire Department Service Charge	\$25,000	None	5
11. Fire Protection Equipment Recharge	\$25,000	None	6
12. Forgery or Alteration	\$50,000 ANN AGG**	Follows Property	13
13. Interior and Underground Water Damage Limited Additional Coverage	\$25,000	\$10,000	24
14. Lost Lease Coverage-Lessors Interest	\$25,000	Follows Property	6
15. Lost or Stolen Key Coverage	\$10,000/\$20,000 ANN AGG	None	6
16. Money and Securities	\$5,000 Out/\$10,000 In	Follows Property	9
17. Newly Acquired Or Constructed Property – Buildings	\$500,000	None	7
18. Newly Acquired Or Constructed Property – Your Business Personal Property	25% of Business Personal Property Limit of Insurance up to \$200,000	None	7
19. Off Premises Services Interruption Limited Additional Coverage	\$25,000 ANN AGG**	12 hours / \$1,000 per Occurrence	22

TABLE OF COVERAGES				
PROPERTY AND BUSINESS INCOME COVERAGES		LIMIT OF INSURANCE (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)	DEDUCTIBLE	PAGE #
20. Ordinance or Law Limited Additional Coverage	Undamaged Portion	Included in Building Limit	None	19
	Demolition	\$250,000 Coverage B	None	
	Increased Cost of Construction	\$250,000 Coverage C	None	
	Increased Period of Restoration	Actual Loss Sustained	None	27
21. Outdoor Antennas & Satellite Dishes		\$10,000 ANN AGG**	Follows Property	9
22. Outdoor Signs	Attached to Buildings	\$2,500	Follows Property	16
	Not Attached to Buildings	\$25,000	Follows Property	9
23. Outdoor Fences, Trees, Shrubs and Plants		\$25,000	Follows Property	8
		\$2,500 per Fences, Trees, Shrubs or Plants		
24. Personal Effects and Property of Others		\$5,000 per Person \$15,000 per Occurrence	Follows Property	7
25. Pollutant Cleanup and Removal		\$25,000 ANN AGG**	None	5
26. Preservation of Property		60 days	None	5
27. Property Distance Extension		1,000 feet	None	6, 16, 27
28. Property Off-Premises		\$15,000	Follows Property	8
29. Sewer and Drain Back-up and Overflow and Sump Overflow – Limited Additional Coverage		\$100,000	\$5,000	16
30. Storage/Maintenance Buildings/Sheds, etc.		Included in Building Limit of Insurance	Follows Property	4
31. Tenant's Building Glass		Within Personal Property Limit	Follows Property	4
32. Tenant Move Back		\$25,000	Follows Property	28
33. Valuable Papers and Records Coverage		\$25,000	Follows Property	7

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

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

When an ANNUAL AGGREGATE limit is specified, the most we will pay is the limit specified in the Table of Coverages arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy. The ANNUAL AGGREGATE limit applies no matter how many losses occur or how many buildings, premises, or locations are insured.

Unless otherwise specified in the individual coverage extension, we will not pay for loss under any coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD if coverage for the same loss is also provided by other coverages extended by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD . In such case, if loss is covered under more than one coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD , we will pay only under the terms of the coverage that provides the **highest** Limit of Insurance. We will **not** pay for the combined Limits of Insurance of all the coverage(s).

In no event will we ever pay more than the Limit of Insurance shown in the Table of Coverages above applicable to the specific coverage, unless indicated differently in the coverage's provisions.

The following is added as the last paragraph of **D.** "Deductible" of the Building and Personal property Coverage Form and the Condominium Association Coverage Form, directly above Example No. 1.:

Coverages provided under the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD are subject to the deductibles shown in the Commercial Property Declarations, unless a different deductible is specified as applicable to a particular coverage within the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD or an AMENDMENT TO LIMITS AND DEDUCTIBLES ENDORSEMENT attached to your policy.

## Building and Personal Property Coverage Form Condominium Association Coverage Form

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

### AMENDMENTS TO **A.1.a. COVERAGE - BUILDING**

#### STORAGE/MAINTENANCE BUILDINGS/SHEDS, GATEHOUSES, AND GAZEBOS

- a. The following are added to **A. Coverage, 1. Covered Property, a. Building** of the Building and Personal Property Coverage Form:
  - (6) Structures used for storage or maintenance of Scheduled Property; gatehouses at the Scheduled Property; and gazebos at the Scheduled Property;
- b. The following are added to **A. Coverage, 1. Covered Property, a. Building** of the Condominium Association Coverage Form:
  - (7) Structures used for storage or maintenance of Scheduled Property; gatehouses at the Scheduled Property; and gazebos at the Scheduled Property;

### AMENDMENTS TO **A.1.b. YOUR BUSINESS PERSONAL PROPERTY**

#### TENANT'S BUILDING GLASS

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

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

Building glass within your care, custody, or control at the Scheduled Premises for which you are contractually responsible to insure or to which you are contractually liable to pay for loss or damage.

### AMENDMENTS TO PROPERTY NOT COVERED

#### DELETIONS FROM PROPERTY NOT COVERED

Paragraph **A.2.n.** is deleted and replaced with the following:

- n. Electronic data, except as provided in the Definition of "Software" and "Electronic Data" in the Electronic Data Coverage Extension included in this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. The Electronic Data coverage provided in the Additional Coverages - Electronic Data in the Building and Personal Property Coverage Form is deleted.

"Electronic Data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. "Electronic Data" does not include Data in the Definition of "Software" in the Electronic Data Coverage Extension as provided in this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

The term computer programs, referred to in the foregoing description of "Electronic Data" and "Software" means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, **n.**, does not apply to your "stock" of prepackaged software or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security systems.

### AMENDMENTS TO **A.4. ADDITIONAL COVERAGES**

#### DEBRIS REMOVAL ADDITIONAL LIMIT

The ADDITIONAL COVERAGE, **Debris Removal** is amended by replacing the following paragraphs **A.4.a. (4)**:

- (4). We will pay up to the additional limit of insurance shown in the table of coverages for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. Therefore, if (4)(a) and/ or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the limit of insurance shown in the Table of Coverage.

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

- (6) We will not pay for expenses you incur to remove debris from your described premises under this Debris Removal Additional Coverage if such debris removal expense is also covered by another Additional Coverage or Coverage Extension (such as the Outdoor Fences, Trees, Shrubs and Plants Coverage Extension) provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD for the same loss. If loss for the expense you incur to remove fallen trees is covered under this Debris Removal Additional Coverage and the Outdoor Fences, Trees, Shrubs and Plants Coverage Extension, then this Debris Removal Additional Coverage does not apply and only the Outdoor Fences, Trees, Shrubs and Plants Coverage Extension applies to such expenses.
- (7) This Debris Removal Additional Coverage does not apply to any loss covered under any Limited Additional Coverage (such as Earthquake and Volcanic Eruption or the Interior and Underground Water Damage – Limited Additional Coverage, Public Water Supply Systems – Limited Additional Coverage, or Sewer and Drain Back-up and Overflow and Sump Overflow – Limited Additional Coverage(s)).

#### **PRESERVATION OF PROPERTY**

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

Only if the loss or damage occurs within the number of days shown in the Table of Coverages after the property is first moved.

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

#### **FIRE DEPARTMENT SERVICE CHARGE**

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

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to the amount shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

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

No deductible applies to this additional coverage.

#### **POLLUTANT CLEANUP AND REMOVAL**

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

The most we will pay under this Pollutant Cleanup and Removal Additional Coverage for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy is the amount shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. This Annual Aggregate limit applies no matter how many losses occur or how many buildings, premises or locations are insured.

#### **INCREASED COST OF CONSTRUCTION**

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



## **ELECTRONIC DATA**

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

The most we will pay for Electronic Data is shown in the Table of Coverages of the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD 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.

## **ADDITIONS TO A.4. ADDITIONAL COVERAGES**

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

### **FIRE PROTECTION EQUIPMENT RECHARGE**

We will pay expenses you incur to recharge automatic fire protection equipment when such equipment is discharged to fight a fire or as the result of a Covered Cause of Loss. The most we will pay under this Additional Coverage is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. Payments under this Fire Protection Equipment Recharge Additional Coverage will not increase the Limit of Insurance applicable to Buildings shown in the Declarations.

### **PROPERTY DISTANCE EXTENSION**

In each instance where it appears in the form, the property distance limitation of 100 feet is changed to **1,000** feet.

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

### **LOST OR STOLEN KEY COVERAGE**

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

1. Building, and/or
2. Structure,

when the keys to those locks have been:

- a. Stolen, or
- b. Lost,

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

No matter how many thefts of keys and/or losses of keys that occur during the policy period, the most we will pay for re-keying expenses at any one building or structure is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

However, an Annual Aggregate Limit applies. This means that the most we will pay under this Lost or Stolen Key Additional Coverage for the sum of all losses occurring during each separate **12**-month policy period is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD regardless of the number of:

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

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

### **LOST LEASE COVERAGE – LESSOR'S INTEREST**

We will pay for loss you sustain because of your tenant's cancellation of a written real estate lease at the Scheduled Premises due to direct physical loss or damage to the Scheduled Premises caused by or resulting from a Covered Cause of Loss during the policy period.

We will not pay for loss resulting from (1) your having canceled the lease; (2) the suspension, lapse, or cancellation

of any license; (3) any other consequential loss; (4) refunds or rebates of (a) prepaid rent; (b) security or other deposits made by tenants; or (c) insurance, taxes, or other payments made on your behalf by tenants; or (5) the expiration or termination of the canceled lease in accordance with its contractual terms.

The most we will pay under this Lost Lease Coverage is the lesser of the difference between the rents actually paid at the leased premises by the cancelling tenant immediately before the loss or damage and the market rental value of the leased premises had the lease not been cancelled for:

1. 12 months immediately following the period of restoration;
2. The period beginning with the end of the period of restoration and ending with the expiration or termination of the canceled lease in accordance with its contractual terms; or
3. The Limit of Insurance shown in the above Schedule for Lost Lease Coverage.

The number of tenants who cancel leases will not increase either the Limit of Insurance of the Policy or the Limit of Insurance of this Additional Coverage. The expiration date of this policy will not result in a discontinuance of coverage provided by this Additional Coverage.

### **AMENDMENTS TO A.5. COVERAGE EXTENSIONS**

#### **NEWLY ACQUIRED OR CONSTRUCTED PROPERTY - Buildings**

The following is added as the last paragraph of Newly Acquired or Constructed Property - Buildings [A.5.a.\(1\)](#):

In addition to the limits otherwise provided under this policy for Newly Acquired Property or Constructed Property – Buildings, under [A.5.a.\(1\)](#), under the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD we will pay up to the additional limit shown in the Table of Coverages at each building for loss or damage under this Extension.

#### **NEWLY ACQUIRED OR CONSTRUCTED PROPERTY – Your Business Personal Property**

The following is added as the last paragraph of Newly Acquired or Constructed Property – Your Business Personal Property, [A.5.a.\(2\)\(a\)](#):

In addition to the limits otherwise provided under this policy for Newly Acquired Property or Constructed Property – Your Business Personal Property, under [A.5.a.\(2\)\(a\)](#), under the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, we will pay up to the additional limit shown in the Table of Coverages at each building for Newly Acquired Business Personal Property.

#### **PERSONAL EFFECTS AND PROPERTY OF OTHERS**

The following replaces the last paragraph of [A.5.b.](#) Personal Effects and Property Of Others:

The most we will pay for loss or damage under this Coverage Extension is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD for the Personal Effects and Property Of Others of one person or entity. The most we will pay for loss or damage arising out of one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

#### **VALUABLE PAPERS AND RECORDS (OTHER THAN ELECTRONIC DATA)**

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

1. The following is added to paragraph [A.5.c.\(1\)](#):  
The costs to replace or restore the lost information must be sustained by you because of loss or damage to Valuable Papers And Records (Other Than Electronic Data) caused by a Covered Cause of Loss at a premises described in the Declarations.
2. Paragraphs [A.5.c.\(2\)](#) and [A.5.c.\(3\)](#) are deleted.
3. The following replaces paragraph [A.5.c.\(4\)](#):  
**(4)** Under this Valuable Papers And Records (Other Than Electronic Data) Coverage Extension, the most we will pay to replace or restore the lost information is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. However, in no event will we ever

pay more in any single loss than the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

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

### **PROPERTY OFF-PREMISES**

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

The most we will pay for loss or damage under this Extension is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD

### **OUTDOOR PROPERTY**

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

#### **e. OUTDOOR PROPERTY**

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

##### **(1) OUTDOOR FENCES, TREES, SHRUBS AND PLANTS**

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

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

The most we will pay for loss or damage under this OUTDOOR FENCES, TREES, SHRUBS AND PLANTS Coverage Extension for the outdoor property described above is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, which applies to any one occurrence, regardless of the types or number of fences, trees, shrubs and plants lost or damaged in that occurrence.

##### **(b) Removal of Fallen Trees Coverage**

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

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

The most we will pay under this Removal of Fallen Trees coverage for expenses for the removal of one tree is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. The most we will pay for the removal of all fallen trees at all described premises shown in the Declarations arising from one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

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

The Deductible amount stated in the Property Declarations is applicable to Covered Building(s). We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.

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

## **(2) OUTDOOR SIGNS NOT ATTACHED TO BUILDINGS**

- (a)** You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to your outdoor signs at a premises described in the Declarations. We will pay for direct physical loss of or damage from a Covered Cause of Loss to such outdoor signs if the signs are not attached to a Covered Building and are:
- (i) Owned by you; or
  - (ii) Owned by others but in your care, custody or control.
- (b) B.** Exclusions of the Causes Of Loss – Special Form do not apply to signs covered under this OUTDOOR SIGNS NOT ATTACHED TO BUILDINGS Coverage Extension, except the following **B.1.** Exclusions:
- (i) Paragraph **B.1.c.** Governmental Action;
  - (ii) Paragraph **B.1.d.** Nuclear Hazard; and
  - (iii) Paragraph **B.1.f.** War And Military Action.
- (c)** Under this Outdoor Signs Not Attached To Buildings Coverage Extension, we will not pay for loss or damage caused by or resulting from:
- (i) Wear and tear;
  - (ii) Hidden or latent defect;
  - (iii) Rust;
  - (iv) Corrosion; or
  - (v) Mechanical breakdown.
- (d)** The most we will pay for loss or damage in any one occurrence for Outdoor Signs Not Attached To Buildings is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

## **(3) OUTDOOR ANTENNAS & SATELLITE DISHES**

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

The most we will pay for the sum of all direct physical loss or damage under this Outdoor Antennas & Satellite Dishes Coverage Extension in each separate 12-month policy period is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. This annual aggregate limit applies no matter how many buildings, premises or locations are covered by this policy.

### **ADDITIONS TO A.5. COVERAGE EXTENSIONS**

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

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

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

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

#### **MONEY AND SECURITIES**

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

1. We will pay for direct physical loss of "money" and "securities" used in your business while:
  - a. At a bank or savings institution; within your living quarters or the living quarters of your partners or

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

## 2. Property Not Covered

Covered Property does not include:

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

"Money" means:

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

"Securities" means negotiable and non-negotiable instruments or contracts representing either "money"

or other property and includes:

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

but does not include "money."

### **EMPLOYEE DISHONESTY**

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

1. We will pay for direct physical loss of or damage to your Covered Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
  - a. Cause you to sustain loss or damage; and also
  - b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
    - (1) Any employee; or
    - (2) Any other person or organization.
2. We will not pay for loss or damage:
  - a. Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons; or
  - b. Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph 1.), "managers" or directors:
    - (1) Whether acting alone or in collusion with other persons; or
    - (2) While performing services for you or otherwise.
    - (3) The only proof of which as to its existence or amount is:
      - (a) An inventory computation; or
      - (b) A profit and loss computation.
3. The most we will pay for loss or damage in any one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.
4. All loss or damage:
  - a. Caused by one or more persons; or
  - b. Involving a single act or series of related acts;is considered one occurrence.
5. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
6. This Employee Dishonesty Coverage Extension does not apply to any employee immediately upon discovery by:
  - a. You; or
  - b. Any of your partners, officers or directors not in collusion with the employee; of any dishonest act committed by that employee before or after being hired by you.
7. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
8. If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Employee Dishonesty Coverage Extension, provided:
  - a. This Employee Dishonesty Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD became effective at the time of cancellation or termination of the prior insurance; and
  - b. The loss or damage would have been covered by this Employee Dishonesty Coverage Extension had it been in effect when the acts or events causing the loss or damage were committed or occurred.
9. The insurance under Paragraph 8. above is part of, not in addition to, the Limit of Insurance applying to this Employee Dishonesty Coverage Extension and is limited to the lesser of the amount recoverable under:

- a. The Employee Dishonesty Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD as of its effective date; or
  - b. The prior insurance had it remained in effect.
10. With respect to the Employee Dishonesty coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, employee means:
- a. Any natural person:
    - (1) While in your service or for **30** days after termination of service;
    - (2) Who you compensate directly by salary, wages or commissions; and
    - (3) Who you have the right to direct and control while performing services for you;
  - b. Any natural person who is furnished temporarily to you:
    - (1) To substitute for a permanent employee as defined in Paragraph **a.** above, who is on leave; or
    - (2) To meet seasonal or short-term work load conditions;
  - c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **b.** above;
  - d. Any natural person who is a former employee, director, partner, member, "manager", representative or trustee retained as a consultant while performing services for you; or
  - e. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee does not mean:

- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character;
  - (2) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee; or
  - (3) Your partners or officers.
11. Only as respects this Employee Dishonesty Coverage Extension, the following replaces **A.2.a.** Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form:

**2. Property Not Covered**

Covered Property does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt or notes. Lottery tickets held for sale are not securities. "Money" or securities are also Property Not Covered, except as provided under the following Coverage Extensions of the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD:
    - (1) "Money" and "Securities";
    - (2) Employee Dishonesty; and
    - (3) Forgery and Alteration;
12. Exclusion **B.2.h.** of the Causes of Loss-Special Form does not apply to this Employee Dishonesty Coverage Extension.
13. If a loss is covered both under this Employee Dishonesty Coverage Extension and by a Commercial Crime Coverage Part attached this policy, the limits of this Employee Dishonesty Coverage Extension will be excess of that Commercial Crime Coverage Part, and only the deductible applicable to that Commercial Crime Coverage Part will apply. This provision supersedes any conflicting other insurance provisions.
14. We will not pay for loss under this Employee Dishonesty Coverage Extension that is also covered under any of the following added Coverage Extension(s) providing coverage for the same loss:
- a. Money and Securities; or
  - b. Forgery and Alteration;
- of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. When such loss is payable under more than one coverage, the highest limit provided by any single coverage listed above will apply to the loss; however, we will not pay more than this limit. We will not pay a combination of the limits. This exclusion applies to loss that is not covered under the above listed Coverage Extension(s) solely due to exhaustion of limits.
15. For coverage provided under this Employee Dishonesty Coverage Extension, the following definitions are added to the Definitions section:

“Manager” means a person serving in a directorial capacity for a limited liability company.

“Money” means:

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

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

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

## **FORGERY OR ALTERATION**

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

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

### **2. Property Not Covered**

Covered Property does not include:

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

## **ACCOUNTS RECEIVABLE**

1. We will pay for direct physical loss or damage to your Accounts Receivable arising from any Covered



Cause of Loss at the designated premises:

- (a) All amounts due from your customers that you are unable to collect;
  - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
  - (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable.
2. The most we will pay under this Coverage Extension for the sum of all loss occurring during one twelve month policy period is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. This is an annual aggregate limit and applies no matter how many losses occur or how many buildings, premises or locations are insured. However, the Annual Aggregate Limit is subject to the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. Therefore, in no event will we ever pay more in any single loss than the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.
3. **B.** Exclusions of the Causes of Loss – Special Form do not apply to this Accounts Receivable Coverage Extension except for the following:
- B.1.c.** Governmental Action
  - B.1.d.** Nuclear Hazard
  - B.1.f.** War and Military Action
  - B.2.h.** Dishonesty
  - B.2.i.** False Pretense
- All Paragraph **B.3.** exclusions.
4. In addition, the following the exclusions apply:
- (a) We will not pay for loss or damage caused by or resulting from electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:
    - (i) Programming errors or faulty machine instructions;
    - (ii) Faulty installation or maintenance of data processing equipment or component parts;But we will pay for direct loss or damage caused by lightning.
  - (b) We will not pay for:
    - (i) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of “money”, “securities” or other property.  
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
    - (ii) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
    - (iii) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.
5. Only as respects this Accounts Receivable Coverage Extension, paragraph **A.2.a.** Property Not Covered of the Building and Personal Property Coverage Form/Condominium Association Coverage Form is replaced with the following:
- 2. Property Not Covered**
- Covered Property does not include:
- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities. Accounts Receivable (as defined in this Coverage Extension) is also Property Not Covered, except as provided under the Accounts Receivable Coverage Extension contained in the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD;
6. If a loss is covered both under this Accounts Receivable Coverage Extension and by an Accounts Receivable Coverage Form attached this policy, the limits of this Accounts Receivable Coverage Extension will be excess of that Accounts Receivable Coverage Form, and only the deductible applicable to that Accounts Receivable Coverage Form will apply. This provision supersedes any conflicting other insurance provisions.

## FINE ARTS

1. We will pay for direct physical loss or damage to your “Fine Arts” arising from a Covered Cause of Loss. This “Fine Arts” Coverage is subject to all the terms, Limitations, Exclusions and Conditions of the Building and Personal Property Form, the Condominium Association Coverage Form and the Causes of Loss – Special Form except as follows:
  - (a) **B. Exclusions** of the Causes of Loss – Special Form do not apply to this coverage, except:
    - o **B.1.b., B.1.c., B.1.d., B.1.f. and B.1.g.;**
    - o **B.2.b.; B.2.d.; B.2.h.; B.2.i.; B.2.j.; B.2.l.; and B.2.m.**
  - (b) Only as respects the coverage provided under this “Fine Arts” Coverage Extension, **C. Limitations**, Paragraph **3.b.** of the Causes of Loss – Special Form does not apply to “antique” jewelry.
  - (c) Only as respects the coverage provided under this “Fine Arts” Coverage Extension, **F.1.b.**, paragraph **(3)** of the Causes of Loss – Special Form is replaced with the following:
    - (3)** Theft by forced entry into a securely locked body or compartment of a vehicle. There must be visible marks of the forced entry.
2. We will not pay for loss or damage under this “Fine Arts” Coverage Extension resulting from any of the following:
  - (a) We do not pay for loss or damage caused by breakage, marring, or scratching of art glass windows, glassware, statuary, marble objects, bric-a-brac, porcelains, or similar fragile articles unless loss is a result of a “specified peril.”
  - (b) We do not pay for loss or damage caused by processing of or work upon the covered property including repairs or restoration.
  - (c) We do not pay for any loss or damage caused by diminution of value due to gradual deterioration, fading or other loss caused by exposure to light, heat or other atmospheric or environmental conditions.
3. Only as respects the coverage provided under this “Fine Arts” Coverage Extension, the following definitions are added:
  - (a) “Antique,” means an object having value because its:
    - (i) Craftsmanship is in the style or fashion of former times; and
    - (ii) Age is 100 years old or older.
  - (b) “Fine Arts” means paintings; etchings; pictures, tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; “antique” furniture; “antique” jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit. The following are not “Fine Arts:” coins and stamps; jewelry (except “antique” jewelry); precious or semi-precious stones; gold, silver, platinum or other precious metals or alloys; automobiles, or any other self-propelled vehicles designed for highway use; furs; or money.
4. The most we will pay for all direct physical loss of or damage to “Fine Arts” under this “Fine Arts” Coverage Extension in one twelve month policy period is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. This Annual Aggregate limit applies no matter how many losses occur or how many building, premises or locations we insure. However, the Annual Aggregate Limit is subject to the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD. Therefore, in no event will we ever pay more in any single loss than the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.
5. If a loss is covered both under this “Fine Arts” Coverage Extension and by a Fine Arts Coverage Form attached to this policy, this “Fine Arts” Coverage Extension will be excess of the Limits of Insurance provided by the Fine Arts Coverage Form, and the deductible applicable to that Fine Arts Coverage Form will apply. This provision supersedes any conflicting other insurance provisions.

## ELEVATOR COLLISION FOR PERSONAL PROPERTY OF OTHERS

You may extend the insurance that applies to the Personal Property of Others to apply direct physical loss of or damage to the Personal Property of Others caused by elevator collision, subject to the following provisions: We will pay for direct physical loss of or damage to the Personal Property of Others in your care custody or control if:

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

Under this coverage, the most we will pay for any one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

### **AMENDMENTS TO C. LIMITS OF INSURANCE**

#### **SIGNS ATTACHED TO BUILDINGS**

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

“The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is the amount shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD per sign in any one occurrence.”

### **AMENDMENTS TO CAUSES OF LOSS - SPECIAL FORM**

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

#### **AMENDMENTS TO THE PROPERTY DISTANCE EXTENSION**

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

##### **PROPERTY DISTANCE EXTENSION**

In each instance where it appears in the form, the property distance limitation of 100 feet is changed to **1,000** feet. Loss payment under this Additional Coverage will not increase the applicable Limit of Insurance.

#### **ADDITIONS TO ADDITIONAL COVERAGES – CAUSES OF LOSS – SPECIAL FORM**

The following amendments apply to **ADDITIONAL COVERAGES** of the **CAUSES OF LOSS – SPECIAL FORM**. As used in this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, Limited Additional Coverages means:

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

#### **ADDITIONS TO F. ADDITIONAL COVERAGE EXTENSIONS**

The following are added as ADDITIONAL COVERAGES:

##### **SEWER AND DRAIN BACK-UP AND OVERFLOW AND SUMP OVERFLOW - LIMITED ADDITIONAL COVERAGE**

##### **THIS SEWER AND DRAIN BACK-UP AND OVERFLOW AND SUMP OVERFLOW - LIMITED ADDITIONAL COVERAGE IS NOT FLOOD INSURANCE**

The term Sewer and Drain Back-Up and Sump Overflow - Limited Additional Coverage means coverage afforded by this section of the ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD solely for loss or damage to covered Buildings and to covered Business Personal Property caused by a covered back up of sewers or drains or by the overflow of sumps at your premises described in the Schedule of Designated Premises.

Subject to the following provisions, Sewer and Drain Back-Up and Overflow and Sump Overflow is added as a Limited Additional Coverage.

1. This additional coverage applies to direct physical loss or damage to covered property caused by:
  - (a) Sewer or Drain Back-Up or Overflow; or
  - (b) Sump Overflow,at your premises described in the Schedule of Designated Premises.

We will pay for loss or damage to covered Buildings and Business Personal Property caused by or resulting from Sewer or Drain Back-Up or Overflow and by Sump Overflow as defined in Paragraph 8 below. This Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage is within, not in addition to, the limits of insurance provided by this policy. Under this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, except as provided elsewhere in this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, the most we will pay for all loss or damage arising from one occurrence or event is set forth in the Table of Coverages.

2. The Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage will also apply to the cost to tear out and replace any part of, and remove debris from, the Building as needed to repair the Building.
3. The Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage extends to the following coverages, provided that you purchased the coverage from us:
  - a. Ordinance or Law;
  - b. Business Income (and Extra Expense) Coverage Form; or
  - c. Business Income (Without Extra Expense) Coverage Form.
4. The Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage does not extend to loss or damage under the following coverages, even if you purchased these coverages from us, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:
  - a. Pollutant Clean Up and Removal Coverage;
  - b. Newly Acquired or Constructed Property Coverage;
  - c. Business Income From Dependent Properties;
  - d. Additional Coverage – Collapse;
  - e. Public Water Supply Systems – Limited Additional Coverage;
  - f. The Business Personal Property at Unspecified Locations Coverage;
  - g. Flood Coverage Endorsement; Flood Coverage Schedule and Changes; Flood Limited Additional Coverage;
  - h. Additional Coverage – Limited Additional Coverage for “Fungus,” Wet Rot, or Dry Rot and Bacteria.
5. Exclusions and Limitations

All Exclusions, Limitations, Terms, and Conditions of the Causes of Loss – Special Form, the Building and Personal Property Coverage Form, and the Condominium Association Coverage Form, whichever you have purchased, apply to this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, except that “**B. Exclusions**” “**1.g.**,” “Water,” in the Cause of Loss - Special Form, does not apply to this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage.

However, except as specifically provided in this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, we will not pay under this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage for loss or damage caused by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

1. Water.
  - (a) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
  - (b) Mudslide or mudflow;
  - (c) Water damage occurring within a building that originates from a backup or overflow of water from that part of a sewer line or sump line outside the building;
  - (d) Underground water;

- (e) Waterborne material carried or otherwise moved by any of the water referred to in Exclusion 1. (a), (b), (c), or (d), or material carried or otherwise moved by mudslide or mudflow, except to the extent:
- (1) that waterborne material is carried or otherwise moved by water discharge from Sewer or Drain Back-Up or Overflow or from the Overflow of a Sump; or
  - (2) that a water discharge from Sewer or Drain Back-Up or Overflow or from the Overflow of a Sump causes or contributes to causing the carriage or other movement of waterborne material.

Exclusion 1 (a) through (e) applies regardless of the proximity of the water (including flood) to covered property, and regardless of whether any of the excluded occurrences or events is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall, or other boundary or containment system fails, in whole or in part for any reason, to contain the water.

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

## 2. "Fungus," Wet Rot, Dry Rot and Bacteria

"Fungus," Wet Rot, Dry Rot, and Bacteria as such terms are defined in the Causes of Loss – Special Form. However, this exclusion does not apply when "fungus," wet rot, dry rot, or bacteria results from a Sewer Back-Up, from the Overflow of a Sump, or from both.

6. Sewer and Drain Back-Up and Overflow and Sump Overflow is not a "specified cause of loss" as the term "specified cause of loss" is defined in the Causes of Loss – Special Form. The full extent of the coverage that you have purchased from us for loss or damage under this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage for direct loss or damage caused by Sewer and Drain Back-Up and Overflow and Sump Overflow, or both, as expressed in this Endorsement.
7. a. If an occurrence or event within the Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage results in a specified cause of loss as defined in the Causes of Loss – Special Form, then the applicable limit is increased to the limit specified in the Property Declarations for the loss or damage. Otherwise, the applicable limit of coverage is the amount set out in the Table of Coverages. However, the co-insurance condition will not apply to the loss or damage.
- b. The Deductible amount for this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage is **\$5,000**, unless a higher Deductible is shown in the Property Declarations applicable to the covered building(s). The deductible amount applies separately to each occurrence or event. However, if, under subparagraph a., the limit of coverage available for the loss or damage is stated in the Property Declarations, then only the Deductible amount applicable to that limit will apply.

## 8. Definitions:

As used in this Sewer and Drain Back-Up and Overflow and Sump Overflow - Limited Additional Coverage, the following terms have the following meanings:

- (a) "Sewer and Drain Back-Up or Overflow" means water that backs up or overflows from a sewer or drain at your premises described in the Schedule of Designated Premises.
- (b) "Sump Overflow" means water that overflows from a sump at your premises described in the Schedule of Designated Premises.
- (c) "Underground Water" means water that is under the ground surface pressing on, or flowing or seeping through:
- (i) Foundations, walls, floors, or paved surfaces;
  - (ii) Basements, whether paved or not; or
  - (iii) Doors, windows, or other openings.

**ADDITIONAL COVERAGE - ORDINANCE OR LAW LIMITED ADDITIONAL COVERAGE**

**I. APPLICATION OF COVERAGE(S)**

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

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

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

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

**Assume:**

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of \$200,000
- Total direct physical damage to building: \$100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): \$30,000
- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance Or Law Limited Additional Coverage, Coverage **C** of this endorsement: \$60,000

**Step 1:**

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

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

**Step 2:**

Apply that proportion to the Ordinance or Law loss.

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

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

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

**II. COVERAGE**

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

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

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

### **Coverage B – Demolition Cost Coverage**

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

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

### **Coverage C –Increased Cost Of Construction Coverage**

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

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

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

However:

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

The amount payable under this Additional Coverage is additional insurance.

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

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

- (a) The cost of excavations, grading, backfilling and filling;
- (b) Foundation of the building;
- (c) Pilings; and
- (d) Underground pipes, flues and drains.

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

## **III. LOSS PAYMENT**

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

(2) **Coverage A.**

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

- (a) If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
  - (i) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
  - (ii) The Limit of Insurance shown in the Declarations as applicable to the covered building.
- (b) If the Replacement Cost Coverage Option applies and the property is not repaired or replaced, or if the Replacement Cost Coverage Option does not apply, we will not pay more than the lesser of:

- (i) The actual cash value of the building at the time of loss; or
  - (ii) The Limit of Insurance shown in the Declarations as applicable to the covered building.
- (3) **Coverages B and C**
- (a) Loss payment under **Coverage B** – Demolition Cost Coverage will be determined as follows:  
We will not pay more than the lesser of the following:
    - (i) The amount you actually spend to demolish and clear the site of the described premises; or
    - (ii) The Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.
  - (b) Loss payment under **Coverage C** – Increased Cost of Construction Coverage will be determined as follows:
    - (i) We will not pay under **Coverage C**:
      - (A) Until the property is actually repaired or replaced, at the same or another premises; and
      - (B) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
    - (ii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under **Coverage C** is the lesser of:
      - (A) The increased cost of construction at the same premises; or
      - (B) The limit stated in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.
    - (iii) If the ordinance or law requires relocation to another premises, the most we will pay under **Coverage C** is the lesser of:
      - (A) The increased cost of construction at the new premises; or
      - (B) The limit stated in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD
  - (c) Blanket limits: **Coverages B and C**  
The limits provided under this Additional Coverage for **Coverage B** and **Coverage C** apply on a blanket basis. Regardless of the number of buildings or locations involved in an occurrence, the most we will pay for all damages arising from one occurrence is shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD for each of these coverages.

#### IV. ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS

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

Amounts payable under Additional Coverages, Coverage Extensions (except provided by separate endorsements specifically providing additional Ordinance or Law Coverage limits) do not increase the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD for Ordinance or Law Limited Additional Coverage. However:

1. If the loss or damage to Covered Buildings is covered under this Ordinance or Law Limited Additional Coverage and also covered under the Ordinance or Law Coverage Endorsement Form CP 04 05, the latter coverage is excess over the applicable Limit of Insurance provided by the Ordinance or Law Limited Additional Coverage.
2. If the loss or damage to Covered Buildings is covered under this Ordinance or Law Limited Additional Coverage and is also covered under the Blanket Ordinance Or Law Coverage Endorsement Form ORD01, the most we will pay for the total of all loss or damage is the combined Limits of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD and the Limit of Insurance shown in the Schedule of the Blanket Ordinance Or Law Coverage Endorsement Form ORD01.
3. If the loss or damage to Covered Buildings is covered under this Ordinance or Law Limited Additional Coverage B & C and is also covered under the Ordinance or Law Coverage Increased Cost of Construction & Demolition Additional Limits per location (ORDLOC), the most we will pay for the total of all loss or damage for coverage B or Coverage C is the greater of the combined



Limits of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL (GOLD) or the location limit displayed in the Ordinance or Law Coverage Increased Cost of Construction & Demolition Additional limits per location.

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

The Actual Loss Sustained Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD does not apply to the Ordinance or Law Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

With respect to Business Income and Extra Expense Coverage:

- (a) If your policy includes either the Business Income (and Extra Expense) Coverage Form or the Business Income (Without Extra Expense) Coverage Form, your coverage is extended to include business income loss resulting from loss or damage otherwise payable under this Ordinance or Law Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD (except as regards Actual Loss Sustained coverage); and
- (b) Any amount payable for business income (including any amounts payable for Extra Expense) is included in and is not in addition to the Limit of Insurance described in paragraph (3) of III. Loss Payment of this Ordinance or Law Limited Additional Coverage provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD.

**V. EXCLUSIONS**

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

**1. Failure to Comply Prior to Loss**

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

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

**2. Pollution**

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

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

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

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

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

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

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

**ADDITIONAL COVERAGE – OFF-PREMISES SERVICES INTERRUPTION LIMITED ADDITIONAL COVERAGE**

(1) For the premises described in the Declarations, we will pay for direct physical loss or damage to Covered Property described in the Declarations and for loss of Business Income or Extra Expense, caused by an Off-Premises Services Interruption to those premises. The coverage for Off-Premises

Services Interruption applies only when an Off-Premises Services Interruption occurs during the policy period and only if all reasonable means were used to save and preserve the Covered Property from further damage at the time of and after the occurrence. The Limit of Coverage for the Additional Coverage – Off-Premises Services Interruption Limited Additional Coverage is shown in the Table of Coverages. The Off-Premises Service Interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provided the following services:

- (a) **Water Supply Services**, meaning the following types of property supplying water to the premises described in the Declarations:
  - i. Pumping stations;
  - ii. Water mains.
- (b) **Communications Supply Service** means property supplying communication services including telephone, radio, microwave or television services to the premises described in the Declarations such as:
  - i. Communication transmission lines;
  - ii. Coaxial cables;
  - iii. Microwave radio relays except satellites.

**Communications Supply Service** does not include overhead transmission lines or overhead distribution lines.
- (c) **Power Supply Service** means the following types of property supplying electricity, steam or gas to the premises described in the Declarations:
  - i. Utility generating plants;
  - ii. Switching stations;
  - iii. Substations;
  - iv. Transformers; and
  - v. Transmission lines or distribution lines;

**Power Supply Service** does not include overhead transmission lines or overhead distribution lines.

(2) **Deductibles:**

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

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

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

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

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

With respect to the Annual Aggregate Limit, we will not pay more than the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, even if the Off Premises Services Interruption continues to be present or active, or recurs, in a later policy period

- (4) **Loss Payment for Buildings and Personal Property Will Not Exceed Insured Limit**  
The coverage provided under this Off Premises Services Interruption Limited Additional Coverage does not increase the applicable Limit of Insurance shown in the Declarations on any Covered Property. Under this Off Premises Services Interruption Limited Additional Coverage, we will never pay more for any direct damage loss in any single occurrence than the Limit of Insurance shown in the Declarations for Covered Property.
- (5) To the extent that a part of the Utility Services Exclusion(s) might conflict with coverage provided under this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, part **B.1.e.** of the Causes of Loss-Special Form Utility Exclusion does not apply.
- (6) If a loss is covered both under this Off Premises Services Interruption Limited Additional Coverage and by a separate endorsement providing Off Premises or Utility Services coverage (specific insurance) attached to this policy, the limits of this Off Premises Services Interruption Limited Additional Coverage Extension will be excess of that separate Utility Services or Off Premises Services Endorsement, and only the deductible applicable to that separate Utility Services or Off Premises Endorsement will apply to the loss.
- (7) Exclusions **B.1.e.** and **B.4.a. (1)** of the Cause of Loss – Special Form do not apply to this Limited Additional Coverage.
- (8) This Limited Additional Coverage is additional insurance. The Additional Condition, Coinsurance, does not apply to this extension.
- (9) If:
- (a) The Equipment Breakdown Enhancement Endorsement, **GNYCP 03**, is attached to your policy, this Limited Additional Coverage – Off-Premises Services Interruption is superseded by, and is not in addition to, the coverage provided by the Equipment Breakdown Enhancement Endorsement, but only if a covered “Equipment Breakdown,” as defined in the Equipment Breakdown Enhancement Endorsement, **GNYCP 03**, occurs;
- (b) the Additional Coverage - Spoilage Limited Additional Coverage is provided elsewhere in the policy, the Limit of Coverage for Business Income or Extra Expense under this Additional Coverage – Off-Premises Services Interruption Limited Additional Coverage, is superseded by, and is not in addition to, that coverage.

The following is added to the Additional Coverage Section of your Causes of Loss – Special Form:

#### **INTERIOR AND UNDERGROUND WATER DAMAGE - LIMITED ADDITIONAL COVERAGE**

#### **THIS INTERIOR AND UNDERGROUND WATER DAMAGE - LIMITED ADDITIONAL COVERAGE IS NOT FLOOD INSURANCE**

Subject to the following provisions, Interior Water Damage and Underground Water Damage – Limited Additional Coverage is added as a Limited Additional Coverage.

We will pay for Interior Water Damage, Underground Water Damage OR both, to covered Buildings and Business Personal Property caused by or resulting from the occurrence or event described in Paragraph 1 or 2 below. This Interior and Underground Water Damage – Limited Additional Coverage is within, not in addition to, the limits of insurance provided by this policy.

1. The term Interior Water Damage – Limited Additional Coverage means coverage afforded by this section of this coverage form, solely for loss or damage to covered Buildings and to covered Business Personal Property inside the building caused by or resulting from:

- (1) water from rain, snow, sleet, or ice entering into the building through its roof, walls, closed doors,

or closed windows; or  
(2) the thawing of snow, sleet, or ice on the building.

2. The term Underground Water Damage – Limited Additional Coverage means coverage afforded by this section of this coverage form for direct physical loss or damage to covered property caused by:
  - (1) water that has been accidentally discharged or leaked from fire hydrants or public underground water supply mains; or
  - (2) water that has been accidentally discharged or leaked from any other plumbing system or device; or
  - (3) water under the surface of the ground:  
that presses on, flows, or seeps through:
    - (a) foundations, walls, floors, or paved surfaces;
    - (b) basements, whether paved or not; or
    - (c) doors, windows, or other openings.
3. This Interior and Underground Water Damage – Limited Additional Coverage is within, not in addition to, the limits of insurance provided by this policy. Under this Interior and Underground Water Damage – Limited Additional Coverage, except as provided elsewhere in this Interior and Underground Water Damage – Limited Additional Coverage, the most we will pay for all loss or damage arising from one occurrence or event is set forth in the Table of Coverages.
4. The Interior and Underground Water Damage – Limited Additional Coverage will also apply to the cost to tear out and replace any part of, and remove debris from, the Building as needed to repair the Building.
5. The Interior and Underground Water Damage – Limited Additional Coverage extends to the following coverages, provided that you purchased the coverage from us:
  - a. Ordinance or Law;
  - b. Business Income (and Extra Expense) Coverage Form;
  - c. Business Income (Without Extra Expense) Coverage Form;However, except to the extent that paragraph 10 a. applies, the limit of coverage for all loss or damage is as expressed in paragraph 3 and in the Table of Coverages, and any higher or additional limits of coverage provided for these coverages do not apply.
6. The Interior and Underground Water Damage – Limited Additional Coverage does not extend to loss or damage under the following coverages, even if you purchased these coverages from us, regardless of any other cause or event that contributes concurrently or in any sequence to the loss:
  - a. Pollutant Clean Up and Removal Coverage
  - b. Newly Acquired or Constructed Property Coverage
  - c. Business Income From Dependent Properties
  - d. Additional Coverage - Collapse
  - e. Public Water Supply Systems – Additional Limited Coverage
  - f. The Business Personal Property at Unspecified Locations Coverage
  - g. Flood Coverage Endorsement; Flood Coverage Schedule and Changes; Flood Limited Additional Coverage.
  - h. Additional Coverage – Limited Additional Coverage for “Fungus,” Wet Rot, Dry Rot, and Bacteria.
7. Under this coverage we will not pay for:
  - (a) Loss or damage caused by leaks or discharge from lawn sprinkler systems.
  - (b) Loss or damage to the system from which water escapes.

## 8. Exclusions and Limitations:

All Exclusions, Limitations, Terms, and Conditions of the Causes of Loss – Special Form, the Building and Personal Property Coverage Form, and the Condominium Association Coverage Form, whichever you have purchased, apply to this Interior and Underground Water Damage – Limited Additional Coverage, except that B. Exclusions 1. g. Water of the Causes of Loss – Special Form does not apply to this Interior and Underground Water Damage – Limited Additional Coverage.

However, except as specifically provided in this Interior and Underground Water Damage – Limited Additional Coverage, we will not pay under this Interior and Underground Water Damage – Limited Additional Coverage for loss or damage caused by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

### 1. Water.

- (a) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (b) Mudslide or mudflow;
- (c) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump, or related equipment;
- (d) Waterborne material carried or otherwise moved by any of the water referred to in Exclusion 1. (a), or (c), or material carried or otherwise moved by mudslide or mudflow, except to the extent:
  - (1) that waterborne material carried or otherwise moved by any of the water referred to in Exclusion 1. (a) causes or contributes to causing Interior and Underground Water Damage; or
  - (2) that Interior and Underground Water Damage causes or contributes to causing the carriage or other movement of waterborne material.

But if any of the above, in Exclusion 1 (a) through (d), results in fire, explosion, or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion, or sprinkler leakage (if sprinkler leakage is a Covered cause of Loss).

2. Sump overflow. Sump overflow that does not occur concurrently with the Interior and Underground Water Damage.

3. "Fungus," Wet Rot, Dry Rot, and Bacteria, as such terms are defined in the Causes of Loss – Special Form. However, this exclusion does not apply when "fungus," wet rot, dry rot, or bacteria results from Interior and Underground Water Damage.

Exclusions 1 (a)-(d) and 2 apply regardless of the proximity of the water (including flood) to covered property, and regardless of whether any of the excluded occurrences or events is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall, or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

9. Interior and Underground Water Damage is not a "specified cause of loss" as the term "specified cause of loss" is defined in the Causes of Loss – Special Form. The full extent of the coverage that you have purchased from us for loss or damage caused by water discharge from Interior and Underground Water Damage – Limited Additional Coverage is expressed in this Section.

## 10. Sole and Multiple Causes; Application of Limits and Co-Insurance; Deductibles

- a. If water discharge from the occurrence or event described in paragraph 1 or 2 results in a "specified cause of loss" as defined in the Causes of Loss – Special Form, then the applicable limit is increased to the limit specified in the Property Declarations for the loss or damage. However, the co-insurance condition will not apply to the loss or damage.

The Deductible amount for this Interior and Underground Water Damage – Limited Additional Coverage is **\$10,000**, unless a higher Deductible is shown in the Property Declarations applicable to the covered building(s). The deductible amount applies separately to each occurrence or event. However, if, under subparagraph a. the

limit of coverage available for the loss or damage is stated in the Property Declarations, then only the Deductible amount applicable to that limit will apply.

## **AMENDMENTS TO THE BUSINESS INCOME COVERAGE FORMS**

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

### **AMENDMENTS TO A. COVERAGE**

#### **PROPERTY DISTANCE EXTENSION**

The property distance limitations in **A.** Coverage are increased from 100 feet to **1,000** feet. Payments under this Additional Coverage will not increase the applicable limit of insurance.

### **AMENDMENTS TO ADDITIONAL COVERAGES**

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

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

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

#### **EXTENDED BUSINESS INCOME TIME PERIOD**

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

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

2. The following Additional Coverages are added to forms Business Income (And Extra Expense) **A.5.** and Business Income (Without Extra Expense) **A.4.:**

#### **ORDINANCE OR LAW - INCREASED PERIOD OF RESTORATION ADDITIONAL COVERAGE**

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

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

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

- a. The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- b. Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria. This exclusion of "fungus," wet or dry rot, or bacteria does not apply when "fungus", wet rot or dry rot results from a Covered Cause of Loss. Exclusion **B.2.d.(2)** of the Causes of Loss Special Form continues to apply.

**B.** For this Increased Period of Restoration Additional Coverage, the Period of Restoration definition is replaced by the following:

"Period of Restoration" means the period of time that:

**a.** Begins:

- (1)** **72** hours after the time of direct physical loss or damage for Business Income coverage; or
- (2)** Immediately after the time of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and

**b.** Ends on the earlier of:

- (1)** The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (2)** The date when business is resumed at a new permanent location, or
- (3)** One year after the date of direct physical loss or damage, unless this time period is modified by a **AMENDMENT OF LIMITS AND DEDUCTIBLES** attached to your policy.

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

- C. The Ordinance or Law Exclusion does not apply to losses otherwise covered by this Increased Period of Restoration Coverage.

### TENANT MOVE BACK COSTS AND EXPENSES

We will pay for reasonable and necessary costs and expenses incurred by you to relocate your tenant from a temporary location away from the Scheduled Premises back to a vacant premises at the Scheduled of Designated Premises leased under a written real estate lease provided that:

1. the vacancy occurred while such portion of the building could not be occupied due to direct physical loss of or damage to insured property; and
2. such tenant moves back within **60** days after the portion of such building has been repaired or rebuilt.

The most we will pay under this additional Tenant Move Back Costs and Expenses Coverage is the limit shown in the Table of Coverages. Such limit is in excess of all amounts under any other valid and collectible insurance available to your or your tenant(s).

### ADDITIONS TO COVERAGE EXTENSION

The following Coverage Extensions are added to forms Business Income (And Extra Expense) **A.6.** and Business Income (Without Extra Expense) **A.5.:**

#### 1. BUSINESS INCOME - DEPENDENT PROPERTIES

- (1) We will pay up the Limit of Insurance shown in the Table of Coverages of this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD for the actual loss of business income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss or damage to "dependent property" caused by or resulting from a Covered Cause of Loss. We will not pay more than **3%** of this limit for each day's "suspension" of "operations" due to loss arising from any one location.
- (2) For Coverage provided under this Business Income - Dependent Properties Coverage Extension, the following replaces the Resumption of Operations provision in the Loss Determination Loss Condition: We will reduce the amount of your Business Income Loss, other than Extra Expense, to the extent you resume operations, in whole or in part, by using any other available:
  - (a) Source of materials; or
  - (b) Outlet of your products.We will reduce your Extra Expense loss to the extent that you can return "operations" to normal and discontinue such Extra Expense.
- (3) Definitions:
  1. The following definition is added:

"Dependent Property" means property operated by others whom you depend on to:

    - a. Deliver materials or services to you or to others for your account (Contributing Locations.) With respect to Contributing Locations, Services does not mean water, communication or power supply services;
    - b. Accept your products or services (Recipient Locations);
    - c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
    - d. Attract customers to your business (Leader Locations).
  2. The "Period of Restoration" Definition, only with respect to "dependent property," is replaced by the following:

"Period of restoration" means the period of time that:

    - a. Begins **72** hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
    - b. Ends on the earlier of the following:
      - (i) The date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality, or
      - (ii) One year after the date of the direct physical loss or damage.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

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

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

## 2. ACTUAL LOSS SUSTAINED COVERAGE EXTENSION:

### LIMITS OF INSURANCE - ACTUAL LOSS SUSTAINED

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

#### ACTUAL LOSS SUSTAINED BASIS OF COVERAGE

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

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

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

As respects the Actual Loss Sustained Coverage as it relates to forms Business Income(And extra Expense) **A.5.b.** and Business Income(Without Extra Expense) **A.4.c. ADDITIONAL COVERAGE - ALTERATIONS AND NEW BUILDINGS**, the following is added as the last paragraph:

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

## 4. Only as respects the Actual Loss Sustained Coverage Extension provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD the following are

### DELETIONS FROM COVERAGE EXTENSION:

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

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

### NEWLY ACQUIRED LOCATIONS

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

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

### ADDITIONAL CONDITION AND OPTIONAL COVERAGES

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



5. Only as respects the Actual Loss Sustained Coverage Extension provided by this ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD, the following is added:

**DEFINITION**

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

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

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

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

# GREATER NEW YORK INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PER UNIT DEDUCTIBLE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following

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

SCHEDULE			
PER UNIT DEDUCTIBLES APPLY TO THE FOLLOWING DESCRIBED PREMISES			
LOC	BLDG	ADDRESS	LIST APPLICABLE COVERAGE
		<b>REFER TO SCHEDULE</b>	
SECTION I – COVERAGES TO WHICH PER UNIT DEDUCTIBLES APPLY			
(A selection must be indicated by an <input checked="" type="checkbox"/> in the box to the left of the APPLIES TO COVERAGE)		APPLIES TO COVERAGE	DEFINITION
<input type="checkbox"/>		“Water Damage”	See Paragraph A.1.
<input type="checkbox"/>		“Sewer Back-Up”	See Paragraph A.2.
<input type="checkbox"/>		“Sprinkler Leakage”	See Paragraph A.3.
<b>REFER TO SCHEDULE</b>		“Ice Damming”	See Paragraph A.4.
<input type="checkbox"/>		“Interior and Underground Water Damage”	See Paragraph A.5.
OR			
<input type="checkbox"/>		“Any Covered Cause of Loss”	See Paragraph A.6.
SECTION II – APPLICABLE DEDUCTIBLES			
Per Unit Deductible – Building(s)		<b>REFER TO SCHEDULE</b>	
The <b>Per Unit-Deductible – Building(s)</b> shown in the Schedule above applies <i>only</i> to Building Property Contained in a Unit at Each Building at the Designated Premises.			
Per Unit Deductible – Business Personal Property Contained in a Unit		<b>REFER TO SCHEDULE</b>	
The <b>Per Unit-Deductible – Business Personal Property Contained in a Unit</b> shown in the Schedule above applies <i>only</i> to Business Personal Property Contained in a Unit at Each Building at the Designated Premises.			

<b>Per Unit BPP Deductible – Business Personal Property <u>Not</u> Contained in a Unit</b>		
<p>The <b>Per Unit BPP Deductible - Business Personal Property <u>Not</u> Contained in a Unit</b> shown in the Schedule above <i>only</i> applies to Business Personal Property <b>Not</b> Contained in a Unit at Each Building at the described premises.</p>		
<p><i>Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations or a Schedule attached to your policy.</i></p>		

**CONDITIONAL COVERAGE**

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

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

**A. EXPLANATION OF COVERAGE(S)**

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

**1. “Water Damage”**

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

- a. As used in this endorsement, “**Water Damage**” means direct physical loss of or damage to Covered Property located at premises described in the Schedule of this endorsement caused by or resulting from the accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts or an automatic fire protection sprinkler system) that contains water or steam and accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a

public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

- b. **“Water Damage”** does **not** include loss or damage caused by or resulting from or arising out of any accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance that contains water or steam located at the premises described in the Schedule of this endorsement if the breaking apart or cracking of the system arises out of any of the following Covered Cause(s) of Loss: Fire; Lightning; Explosion; Windstorm Or Hail; **“Sprinkler Leakage”**, Aircraft Or Vehicles; Riot Or Civil Commotion; Vandalism, **Sinkhole Collapse**; Volcanic Action; or **Falling Objects**.

Under **“Water Damage”**, we will not pay for:

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

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

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

**Falling Objects** does not include loss or damage to:

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

## 2. **“Sewer Back-Up”**

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

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

**“Sewer Back-Up”** meaning Water that backs up or overflows from a sewer, drain or sump.

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

Under this **“Sewer Back-Up”** COVERAGE, we do not pay for:

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

## 3. **“Sprinkler Leakage”**

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

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

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

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

Automatic Sprinkler System means:

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

#### 4. “Ice Damming”

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

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

#### 5. “Interior and Underground Water Damage”

The following is provided as an explanation of COVERAGE to which the Per Unit Deductibles indicated in the Schedule of this endorsement apply. If COVERAGE for “**Interior and Underground Water Damage**” is provided by your policy only to the extent that coverage is provided for “**Interior and Underground Water Damage**” in the Enhanced Property Coverage Endorsement attached to your policy, and if such coverage is provided in the Enhanced Property Coverage Endorsement, then:

- a. “**Interior Water Damage**” means direct physical loss of or damage to the interior of any covered Building or structure, or to covered Business Personal Property in the building or structure located at premises described in the Schedule of this endorsement, caused by or resulting from water from rain, snow, sleet, or ice seeping in or entering through an opening (such as a door or window) due to the force of the wind acting on or pressing against the water.
- b. “**Underground Water Damage**” – means coverage afforded by this section of this coverage form for direct physical loss or damage to covered property caused by:
  - (1) water that has been accidentally discharged or leaked from fire hydrants or public underground water supply mains; or
  - (2) water that has been accidentally discharged or leaked from any other plumbing system or device; or
  - (3) water under the surface of the ground: that presses on, flows, or seeps through:
    - (1) foundations, walls, floors or paved surfaces;
    - (2) basements, whether paved or not; or
    - (3) doors, windows or other openings.

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

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

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

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

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

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

Paragraph **1.c.** does not apply to the extent that coverage for seepage in the **“Interior and Underground Water Damage”** coverage is provided in a Enhanced Property Coverage Endorsement and amended in paragraph **A.5.** of the Per Unit Deductible Coverage Endorsement.

## 6. **“Any Covered Cause of Loss”**

The following is provided as an explanation of COVERAGE to which the Per Unit Deductibles indicated in the Schedule of this endorsement apply. COVERAGE is provided by your policy for **“Any Covered Cause of Loss”** only to the extent that coverage is provided for a covered cause of loss in any form or endorsement included in this policy.

- B. Only as respects loss(es) caused by or resulting from the COVERAGE(S) indicated in **Section I** of the Schedule (and as described in paragraph **A.** above), the following will apply and is in addition to **D.** Deductible of the Building and Personal Property Coverage Form and the Condominium Association Coverage Form:

### D. **Deductible**

#### 1. **How A Deductible Applies To A Loss:**

**General Description:** In any one occurrence of covered loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the applicable Deductible amount (calculated through the methods described below), we will not pay for that loss. If

the adjusted amount of loss exceeds the Deductible amount (calculated as described below), we will then subtract the applicable Deductible amount from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

The deductibles are as follows:

- a) **Building** – the policy deductible will apply to the adjusted damages to the building other than to damages to the interior of a unit;
- b) **Per Unit Deductible – Building** – will apply to the adjusted damages to the interior of a Unit
- c) **Per Unit Deductible – Business Personal Property Contained in a Unit** – will apply to the adjusted damages to all Business Personal Property Contained in a Unit
- d) **Per Unit Deductible – Business Personal Property Not Contained in a Unit** – will apply to the adjusted damages to all business personal property not contained in a unit. Each building is considered a single unit.

The applicable Deductible amounts will be determined as follows from the **Per Unit** Deductible provision indicated in **Section II** of the Schedule of this **Per Unit Deductible Coverage Endorsement**:

- a. (1) The **Per Unit** Deductible-Building applies to the interior of a unit involved in a loss only when the interior of one or more unit in the Building is damaged in the same loss by a COVERAGE shown in paragraph **A. EXPLANATION OF COVERAGE(S)**. The Per Unit Deductible Building shown in the Declarations applies unless a different Deductible is shown in the Schedule above.  
(2) The **Per Unit** Deductible-Business Personal Property Contained in a Unit applies to the loss for business personal property contained in a unit for each unit involved in a loss only when one or more unit in the Building sustains such business personal property damages in the same loss by a COVERAGE shown in paragraph **A. EXPLANATION OF COVERAGE(S)**. The Per Unit Deductible-Business Personal Property Contained in a Unit as shown in the Declarations applies unless a different Deductible is shown in the Schedule above.  
(3) The **Per Unit** Deductible-Business Personal Property Not Contained in a Unit applies to the loss of business personal property not contained in a unit for each unit involved in the same loss, when the Building is damaged in any single loss by a COVERAGE shown in paragraph **A. EXPLANATION OF COVERAGE(S)**. The **Per Unit** Deductible-Business Personal Property applies unless a different Deductible amount is shown in the Schedule above.

In the event of loss of or damage to multiple units, each unit will be adjusted individually. After such adjustments, the deductible(s) will be calculated.

If the sum of all three **Per Unit** Deductibles is less than or equal to the Building Deductible, then the Building Deductible will apply to the total adjusted claim. If the sum of all three **Per Unit** Deductibles is greater than the Building Deductible, then the separate **Per Unit** Deductibles will be applied to the adjusted amounts for each individual unit.

**Example #1:** An Apartment Building has 40 Units and is insured for “**Water Damage**” loss. The Building suffers a “**Water Damage**” loss that damages three units while a fourth unit sustains a business personal property loss in a unit:

The Building Deductible = \$5,000

The Per Unit Deductible – Building = \$1,000

The Per Unit Deductible - BPP = \$1,000

**Losses:**

3 unit damages of \$1,000 each

1 business personal property damage contained in a unit of \$1,000

**Adjustment:** The Deductible applied would be the Building Deductible of \$5,000 since the sum of the four Per Unit Deductibles is \$4,000.

**Example #2:** An Apartment Building has 40 Units and is insured for “**Water Damage**” loss. The Building suffers a single “**Water Damage**” loss that damages three units while a fourth unit sustains a business personal property loss in a unit

**Deductibles:**

The Building Deductible = \$2,000

The Per Unit Deductible - Building = \$1,000

The Per Unit Deductible - BPP = \$1,000

**Losses:**

3 unit damages of \$1,000 each

1 business personal property damage contained in a unit of \$1,000

**Adjustment:** Since the sum of the applicable Per Unit Deductibles is \$4,000, which is greater than the building deductible of \$2,000, the Per Unit Deductibles will apply.

In the event of a loss or damage to one unit, the larger of the policy deductible or the per unit deductible will apply.

**C. AMENDMENTS TO COINSURANCE**

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

1. As respects losses caused by or resulting from the covered Causes of Loss selected in **Section I** of the Schedule and affected by the provisions of the **Per Unit Deductible Coverage Endorsement**, the following replaces paragraph **(4)**:
  - (4)** Subtract the applicable Deductible amount (calculated by the method described in paragraph **D. Deductible**) from the figure determined in Step **(3)** as applicable to the property type(s) involved in the loss.
2. For losses resulting from the covered Causes of Loss selected in Section I of the Schedule of the **Per Unit Deductible Coverage Endorsement**, Examples 1, 2 and 3 of the Coinsurance provision do not apply.

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

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

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

All other terms and conditions remain unchanged.





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## **POLICYHOLDER NOTICE**

**NOTE:** No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

**NOTE:** Whether some or all of the referenced forms/endorsements are included in your policy depends on the particular policy and/or coverages. Accordingly, some or all of the referenced forms/endorsements may or may not apply. You should read your policy and review your Declarations Page for complete information on the coverages you are provided.

The areas within the policy that broaden or reduce coverage and other changes are highlighted below.

Following is a **summary** of the significant changes in the upcoming renewal of your **Commercial Property** insurance policy.

### REBRANDED POLICIES RENEWAL TABLE

Revised Property Forms Number and Edition Date			
Tier	Prior Form	Rebranded Form (Edition 08/21)	Comments
<b>Level 1 (Silver)</b>	PACK & HABIT 01	PACK	HABIT 01 has been combined with PACK and is no longer only limited to apartment risks
<b>Level 2 (Gold)</b>	PACKC	PACKGOLD	Now applicable to all habitational risks not just condos and coop's
<b>Level 3 (Platinum)</b>	PROG H	PROG PLAT	Now be used as the higher tier version of any risk specific form excluding restaurants



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## **COMMERCIAL PROPERTY** **GNY ENHANCED COVERAGE ENDORSEMENTS**

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### **BROADENING OF COVERAGE / CLARIFICATION OF COVERAGE**

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- **PACK** - Enhanced Property Coverage Endorsement
- **PACKGOLD** - Enhanced Property Coverage Endorsement Habitational GOLD
- **PACKR** - Enhanced Property Coverage Endorsement for Restaurants
- **PACK H P** - Hospitality Program - Enhanced Property Coverage Endorsement
- **CLUB PACK** - Private Club Program Enhanced Property Coverage Endorsement
- **SHOP PACK** - Premier Shopping Center Pack Enhanced Property Coverage Endorsement for Shopping Centers - Lessors Risk
- **PREMO PAK** - Premier Office Pak Enhanced Property Coverage Endorsement for Office Buildings - Lessors Risk
- **PROGPLAT**- PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM
- **PROGR** - PROTECTO-GUARD Enhanced Property Coverage Endorsement for Restaurants

The following revisions apply to GNY enhanced property coverage endorsement listed above, unless otherwise indicated below: broaden coverage, editorial changes, and clarification of coverage :

- Showing the appropriate limits of insurance in the Table of Coverages for ease of reference.
- Increased the Business Income Extended Business Income limit from 180 to 210 days
- Increased the sublimit to \$25,000 for Business Personal Property at Unspecified Locations (PREMO PAK)
- Increased coverage limit for Personal Effects & Property of Others from \$2,500 to \$5,000 per person (PREMO PAK)
- Added new coverage, Interior & Underground Water Damage with sublimit of \$25,000 (PREMO PACK & SHOP PACK)
- Added new coverage, Elevator Collision for Personal Property of Others with sublimit of \$25,000 (PACK H P & SHOP PACK)
- Providing consistent language across all endorsements
- Editorial changes on all enhanced coverage forms for Outdoor Fences, Trees, Shrubs and Plants in Table of Coverages to include fences and updated the deductible to follow the Property deductible
- Editorial change updated the coverage description for Business Personal Property at Unspecified Locations to match all enhancement coverage forms that included this coverage
- Clarification of coverage for Lost & Stolen Key added omitted limit in Table of Coverages (PREMO PAK and SHOP PACK)
- Clarification of coverage for Tenant Building Glass Coverage updated language coincide with ISO Tenant Glass endorsement on enhancements coverage forms where coverage is included.



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- Updated on all enhanced coverage forms to coincide with ISO coverage form under section refer for PROPERTY NOT COVERED of "Electronic Data" citation of ISO language update: language change (This paragraph, n., does not apply to your "stock" of prepackaged software, add (or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.)
- Editorial changes on all enhanced coverage forms the removal of duplication of deductible language/reference within the enhanced forms
- Editorial change removal duplication of additional Actual Loss Sustained optional Language from PREMO PAK, language already exists on LIMDED
- Editorial correction on all enhanced coverage forms updated coverage forms names referenced under debris removal language for Public Water and Interior & underground Water Damage
- The following coverages are updated to provided clarification of coverage on enhancements coverage forms where coverage is included.: Tenant Move Back, Storage/Maintenance Buildings/Sheds and Lost Lease.
- Valuable Papers language updated on PREMO PAK to be consistent with our property enhancements forms and provided clarification of coverage
- Removed stipulation requiring a business personal property limit for accounts receivable, and Fine art on all enhanced coverage forms.
- Updated on all enhanced coverage forms for Ordinance or Law coverage: add language to introduce new form for B&C Coverage when new Ordinance or Law endorsement if attached to policy of the applicable coverage and limits.



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### **ENHANCED PROPERTY COVERAGE ENDORSEMENT – PACK (08/21)**

In addition to the changes listed above to the Enhanced Property Coverage Endorsement, we have rebranded and broaden the coverage form by combining our Habitational Specialty Coverage Endorsement (HABIT01) into 1 form with its coverages (Storage/Maintenance Buildings/Sheds, etc., Lost OR Stolen Key Coverage and Ordinance or Law – Increased Period of Restoration) and discontinued the HABIT01 form, any policy with this enhancement form broadens coverage without attaching the additional form.

### **ENHANCED PROPERTY COVERAGE ENDORSEMENT HABITATIONAL GOLD – PACKGOLD (08/21)**

In addition to the changes listed above to the Enhanced Property Coverage Endorsement Habitational GOLD, we have rebranded the coverage endorsement from Enhanced Property Coverage Endorsement for Condominiums and Cooperatives to Enhanced Property Coverage Endorsement Habitational GOLD, with this change it expands eligible risk. The following additional coverages was added: from PROTECTO-GUARD Program: Lost Lease Coverage, Interior & Underground Water, Tenant Move Back with limit of \$25,000. Increased limits of insurance to \$25,000 on Fine Art and Valuable Paper coverages.

### **PROTECTO-GUARD ENHANCED PROPERTY COVERAGE ENDORSEMENT PLATINUM – PROGPLAT (08/21)**

In addition to the changes listed above to the PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM, we have rebranded the coverage endorsement from PROTECTO-GUARD Enhanced Property Coverage Endorsement for Habitational Properties to PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM, with this change it expands eligible risk. We have increased the limits in our rebranded habitational endorsements to ensure that our better enhancement endorsements (PROG Platinum) always as either higher or equal limits to our PACK enhancements.

The changes include:

- Increased limits of insurance: Lost or Stolen Key, Outdoor Signs, Personal Effects and Property of Others, Property Off-Premises, Fire Protection Equipment Recharge, Fire Department Service Charge and Business Income - Dependent Properties coverages.
- Added deductible language for of \$1,000 for all coverages otherwise indicated in form in lieu of defaulting to the all other peril deductible and add (\*\*\*) under the TOC of applicable coverage to the deductibles
- Updated Flood coverage language to moderate flood zones, as indicated by National Flood Insurance Program, and to require moderate flood zone B as well as moderate flood zones Shaded X, and X 500 to be covered if scheduled. And carryover from citation of ISO language from CP 1065 of the limitation before or within 72 hours after the inception date of this endorsement.
- Add additional ALS options & language for 18 & 30 months
- Updated computer coverage language to provide clarification for extra expense of Computer Hardware or Computer Media.



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## **PROTECTO-GUARD ENHANCED PROPERTY COVERAGE ENDORSEMENT FOR RESTAURANTS – PROGR (08/21)**

In addition to the changes listed above to the PROTECTO-GUARD Enhanced Property Coverage Endorsement for Restaurants. We have increased the limits and added coverages to ensure that our better enhancement endorsements (**PROGR**) always as either higher or equal limits to our PACK enhancements.

The following coverages are updated to provided clarification of coverage: Debris Removal, Fine Arts, Accounts receivable, Valuable Papers, Newly Acquired or Constructed Property Building & Business Personal Property and updated referenced language for coverage limit to refer Table of Coverage.

Additional updates include:

- Added deductible language for of \$1,000 for all coverages otherwise indicated in form in lieu of defaulting to the all other peril deductible and add (\*\*\*) under the TOC of applicable coverage to the deductibles
- Updated Flood coverage language to moderate flood zones, as indicated by National Flood Insurance Program, and to require moderate flood zone B as well as moderate flood zones Shaded X, and X 500 to be covered if scheduled. And carryover from citation of ISO language from CP 1065 of the limitation before or within 72 hours after the inception date of this endorsement.
- Property in Transit added clarification language coverage does not apply to fine arts.
- Sewers and Drains Backup coverage updated with a submit limit of \$250,000
- Increased limits of insurance for the following coverages to match PACKR in Table of Coverages:
  - o Business Income - Extended Business Income to 210 days
  - o Outdoor Fences, Trees, Shrubs and Plants to \$2,500
  - o Property Distance Extension to 1,000 feet
- Added Money & Securities coverages to match PACKR including clarification of except as described in 4. of this Coverage Extension as respects Money Orders and Counterfeit Paper Currency.

## **ACTUAL LOSS SUSTAINED ENDORSEMENT – CP ALS (08/21)**

Added additional options for Actual Loss Sustained (“ALS”) for period of 18 & 30 months and updated “Period of Restoration” carried over from ISO language: Increased Period of Restoration language change (definition change adding “or compliance with”)

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## **CONDITIONAL: REDUCTION OF COVERAGE/CLARIFICATION OF COVERAGE**

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The following changes are reduction of coverage applicable to the enhanced coverage endorsements indicated below:

- Earthquake and Flood base deductible was increased from \$10,000 to \$25,000, applicable to the following enhancements:
  - o **PROGPLAT** - PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM
  - o **PROGR** - PROTECTO-GUARD Enhanced Property Coverage Endorsement for Restaurants



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- Sewer and Drain Backup, Interior and Underground Water, Earthquake and Flood Coverage added language for deductible, If the AOP deductible is higher than the deductible shown on the enhancement, then the higher deductible will apply, applicable to the following enhancements:
  - **PROGPLAT** - PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM
- Sewer and Drain Backup, Earthquake and Flood Coverage added language for deductible, If the AOP deductible is higher than the deductible shown on the enhancement, then the higher deductible will apply, applicable to the following enhancements:
  - **PROGR** - PROTECTO-GUARD Enhanced Property Coverage Endorsement for Restaurants
- Sewer and Drain Backup Coverage added language for deductible, If the AOP deductible is higher than the deductible shown on the enhancement, then the higher deductible will apply, applicable to the following enhancements:
  - **PACK** - Enhanced Property Coverage Endorsement
  - **PACKGOLD** - Enhanced Property Coverage Endorsement Habitational GOLD
  - **PACKR** - Enhanced Property Coverage Endorsement for Restaurants
  - **PACK H P** - Hospitality Program - Enhanced Property Coverage Endorsement
  - **CLUB PACK** - Private Club Program Enhanced Property Coverage Endorsement
  - **SHOP PACK** - Premier Shopping Center Pack Enhanced Property Coverage Endorsement for Shopping Centers - Lessors Risk
  - **PREMO PAK** - Premier Office Pak Enhanced Property Coverage Endorsement for Office Buildings - Lessors Risk
- Removal of Computer Fraud Coverage as this coverage is included in our Cyber Suite Program, applicable to the following enhancements:
  - **PREMO PAK** - Premier Office Pak Enhanced Property Coverage Endorsement for Office Buildings - Lessors Risk
  - **SHOP PACK** - Premier Shopping Center Pack Enhanced Property Coverage Endorsement for Shopping Centers - Lessors Risk
  - **PROGPLAT** - PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM
- Business Personal Property at Unspecified Locations coverage limit will no longer be automatically increased to \$500,000, when PROTECTO-GUARD CHANGES ENDORSEMENT (PROCHA) is attached to the policy, applicable to the following enhancements:
  - **PROGPLAT** - PROTECTO-GUARD Enhanced Property Coverage Endorsement PLATINUM

## **PRIVATE CLUB PROGRAM ENHANCED PROPERTY COVERAGE ENDORSEMENT – CLUB PACK (08/21)**

In additional to the changes listed above to the Enhanced Property Coverage Endorsement, we have removed the duplication of coverage that are already included in Private Club Program Crime Coverage endorsement (Employee Dishonesty, Forgery & Alterations, Money & Securities) when both are attached to a policy.

Note: This maybe a reduction of coverage if the Private Club Program Crime Coverage endorsement is not attached to the policy.



200 MADISON AVENUE, NEW YORK, NY 10016 | (212) 683-9700

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## OTHER CHANGES

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### **CYBER INCIDENT EXCLUSION ENDORSEMENT – CP CYBEX (08/21)**

When this endorsement is attached to your policy, it generally excludes direct physical loss of or damage to Covered Property resulting from a cyber incident; however, if a cyber incident as described in this exclusion results in fire or explosion, we will pay for the loss or damage to Covered Property caused by that fire or explosion subject to the applicable limits of insurance.

This exclusion does not apply to the extent that coverage is provided in the:

- Additional Coverage – Electronic Data; or
- Additional Coverage – Interruption of Computer Operations.
- Additional Coverage Computer Coverage
- Equipment Breakdown Enhancement Endorsement Computer Equipment, Data Restoration, or unauthorized instruction.

This exclusion also does not apply to the Cyber Suites Coverage if such coverage is attached to your policy.

### **INCLUDE DESIGNATED ESTATE MANAGERS AS EMPLOYEES ENDORSEMENT – REME (08/21)**

Editorial revisions and format changes: updated referenced coverage forms to new rebranded name.

### **PROTECTO-GUARD FLOOD LOCATIONS SCHEDULE – PROFLOSCH (08/21)**

Editorial changes updated schedule to coincide with changes for Flood zones and included option to apply Underlying Insurance Waiver.

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

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

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

### **SCHEDULE**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	001	10 ALFALFA DR, SOUTH GRAFTON, MA 015601241	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	002	18 ALFALFA DR, SOUTH GRAFTON, MA 015601242	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	003	26 ALFALFA DR, SOUTH GRAFTON, MA 015601242	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	004	30 ALFALFA DR, SOUTH GRAFTON, MA 015601242	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.



**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	005	2 VIOLET DR, SOUTH GRAFTON, MA 015601237	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	006	25 ALFALFA DR, SOUTH GRAFTON, MA 015601240	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	007	17 ALFALFA DR, SOUTH GRAFTON, MA 015601240	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	008	2 ALFALFA DR, SOUTH GRAFTON, MA 015601241	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	009	1 BUTTERCUP LN, SOUTH GRAFTON, MA 015601243	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	010	9 BUTTERCUP LN, SOUTH GRAFTON, MA 015601243	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	011	2 BLUEBIRD DR, SOUTH GRAFTON, MA 015601236	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	012	8 BLUEBIRD DR, SOUTH GRAFTON, MA 015601236	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	013	1 BLUEBIRD DR, SOUTH GRAFTON, MA 015601235	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	014	7 BLUEBIRD DR, SOUTH GRAFTON, MA 015601235	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	015	8 VIOLET DR, SOUTH GRAFTON, MA 015601237	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	016	16 BUTTERCUP LN, SOUTH GRAFTON, MA 015601246	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	017	2 CHERRY LN, SOUTH GRAFTON, MA 015601249	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	018	15 VIOLET DR, SOUTH GRAFTON, MA 015601238	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	019	17 BUTTERCUP LN, SOUTH GRAFTON, MA 015601243	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	020	21 BUTTERCUP LN, SOUTH GRAFTON, MA 015601243	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	021	27 BUTTERCUP LN, SOUTH GRAFTON, MA 015601243	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	022	35 BUTTERCUP LN, SOUTH GRAFTON, MA 015601243	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	023	43 BUTTERCUP LN, SOUTH GRAFTON, MA 015601243	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	024	44 BUTTERCUP LN, SOUTH GRAFTON, MA 015601247	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	025	38 BUTTERCUP LN, SOUTH GRAFTON, MA 015601247	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	026	32 BUTTERCUP LN, SOUTH GRAFTON, MA 015601247	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	027	24 BUTTERCUP LN, SOUTH GRAFTON, MA 015601247	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	028	1 CHERRY LN, SOUTH GRAFTON, MA 015601244	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	029	9 CHERRY LN, SOUTH GRAFTON, MA 015601244	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	030	15 CHERRY LN, SOUTH GRAFTON, MA 015601244	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	031	23 CHERRY LN, SOUTH GRAFTON, MA 015601244	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	032	41 CHERRY LN, SOUTH GRAFTON, MA 015601244	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	033	45 CHERRY LN, SOUTH GRAFTON, MA 015601244	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	034	40 CHERRY LN, SOUTH GRAFTON, MA 015601259	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	035	32 CHERRY LN, SOUTH GRAFTON, MA 015601259	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	036	24 CHERRY LN, SOUTH GRAFTON, MA 015601259	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.



**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	037	1 DAFFODIL CT, SOUTH GRAFTON, MA 015601252	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	038	12 DAFFODIL CT, SOUTH GRAFTON, MA 015601253	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	039	6 DAFFODIL CT, SOUTH GRAFTON, MA 015601253	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	040	2 DAFFODIL CT, SOUTH GRAFTON, MA 015601253	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	041	49 BUTTERCUP LN, SOUTH GRAFTON, MA 015601254	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	042	57 BUTTERCUP LN, SOUTH GRAFTON, MA 015601254	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	043	60 BUTTERCUP LN, SOUTH GRAFTON, MA 015601247	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	044	54 BUTTERCUP LN, SOUTH GRAFTON, MA 015601247	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	045	48 BUTTERCUP LN, SOUTH GRAFTON, MA 015601247	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	046	64 BUTTERCUP LN, SOUTH GRAFTON, MA 015601257	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	047	64 TULIP CIR, SOUTH GRAFTON, MA 015601260	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	048	56 TULIP CIR, SOUTH GRAFTON, MA 015601260	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	049	50 TULIP CIR, SOUTH GRAFTON, MA 015601260	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	050	46 TULIP CIR, SOUTH GRAFTON, MA 015601260	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	051	40 TULIP CIR, SOUTH GRAFTON, MA 015601260	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	052	34 TULIP CIR, SOUTH GRAFTON, MA 015601260	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	053	28 TULIP CIR, SOUTH GRAFTON, MA 015601251	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	054	20 TULIP CIR, SOUTH GRAFTON, MA 015601251	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	055	14 TULIP CIR, SOUTH GRAFTON, MA 015601251	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	056	10 TULIP CIR, SOUTH GRAFTON, MA 015601251	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	057	2 TULIP CIR, SOUTH GRAFTON, MA 015601251	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	058	9 TULIP CIR, SOUTH GRAFTON, MA 015601250	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	059	17 TULIP CIR, SOUTH GRAFTON, MA 015601250	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	060	25 TULIP CIR, SOUTH GRAFTON, MA 015601250	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	061	57 TULIP CIR, SOUTH GRAFTON, MA 015601250	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	062	19 DAFFODIL CT, SOUTH GRAFTON, MA 015601252	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	063	23 DAFFODIL CT, SOUTH GRAFTON, MA 015601252	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	064	27 DAFFODIL CT, SOUTH GRAFTON, MA 015601252	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	065	35 DAFFODIL CT, SOUTH GRAFTON, MA 015601252	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	066	32 DAFFODIL CT, SOUTH GRAFTON, MA 015601253	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	067	24 DAFFODIL CT, SOUTH GRAFTON, MA 015601253	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	068	20 DAFFODIL CT, SOUTH GRAFTON, MA 015601253	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.



**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	069	69 BUTTERCUP LN, SOUTH GRAFTON, MA 015601254	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	070	73 BUTTERCUP LN, SOUTH GRAFTON, MA 015601254	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	071	68 BUTTERCUP LN, SOUTH GRAFTON, MA 015601257	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	072	79 BUTTERCUP LN, SOUTH GRAFTON, MA 015601255	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	073	76 BUTTERCUP LN, SOUTH GRAFTON, MA 015601257	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	074	84 BUTTERCUP LN, SOUTH GRAFTON, MA 015601257	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	075	92 BUTTERCUP LN, SOUTH GRAFTON, MA 015601257	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	076	100 BUTTERCUP LN, SOUTH GRAFTON, MA 015601248	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

**PER UNIT DEDUCTIBLE SCHEDULE OF COVERAGES AND LOCATIONS (Cont'd)**

<b>LOC</b>	<b>BLDG</b>	<b>ADDRESS</b>	<b>APPLICABLE COVERAGES</b>	<b>Per Unit Deductible – Building</b>	<b>Per Unit Deductible – BPP in Unit</b>
001	077	95 BUTTERCUP LN, SOUTH GRAFTON, MA 015601255	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
001	078	87 BUTTERCUP LN, SOUTH GRAFTON, MA 015601255	“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”	\$50,000	
			“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”		
			“Water Damage”		
			“Sewer Back-Up”		
			“Sprinkler Leakage”		
			“Ice Damming”		
			“Interior and Underground Water Damage”		
			“Any Covered Cause of Loss”		

The sum of all Per Unit Deductibles – Building shall not exceed 5% of the Total Insurance Value Building limits shown on the Commercial Property Declarations.

# GNY INSURANCE GROUP

## Extended Replacement Cost Endorsement

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

The following is added as a Coverage Extension:

### Extended Replacement Cost

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

## BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

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

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

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

### A. Coverage

#### 1. Business Income

Business Income means the:

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

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

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

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

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

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

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

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

#### 2. Extra Expense

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

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

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.

- (2) Minimize the "suspension" of business if you cannot continue "operations".

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

### **3. Covered Causes Of Loss, Exclusions And Limitations**

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

### **4. Additional Limitation – Interruption Of Computer Operations**

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

## **5. Additional Coverages**

### **a. Civil Authority**

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

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

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

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

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

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

**b. Alterations And New Buildings**

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

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
  - (a) Used in the construction, alterations or additions; or
  - (b) Incidental to the occupancy of new buildings.

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

**c. Extended Business Income**

**(1) Business Income Other Than "Rental Value"**

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

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
  - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 60 consecutive days after the date determined in (1)(a) above.

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

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

**(2) "Rental Value"**

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

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
  - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 60 consecutive days after the date determined in (2)(a) above.

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

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

**d. Interruption Of Computer Operations**

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.

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

## 6. Coverage Extension

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

### Newly Acquired Locations

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location, unless a higher limit is shown in the Declarations.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
  - (1) This policy expires;



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

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

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

#### **B. Limits Of Insurance**

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

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

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

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

#### **C. Loss Conditions**

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

##### **1. Appraisal**

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

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

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

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

#### **2. Duties In The Event Of Loss**

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

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (7) Cooperate with us in the investigation or settlement of the claim.
  - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

### 3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
  - (1) The Net Income of the business before the direct physical loss or damage occurred;
  - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
  - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
  - (4) Other relevant sources of information, including:
    - (a) Your financial records and accounting procedures;
    - (b) Bills, invoices and other vouchers; and
    - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
  - (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
    - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
    - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
  - (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

### c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
  - (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

### 4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

### D. Additional Condition

#### COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

- 1. The Coinsurance percentage shown for Business Income in the Declarations; times
- 2. The sum of:
  - a. The Net Income (Net Profit or Loss before income taxes), and
  - b. Operating expenses, including payroll expenses,that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- Step (1): Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- Step (2): Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and
- Step (3): Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight – outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached);
- (11) All payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

### Example 1 (Underinsurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000  
The Coinsurance percentage is: 50%  
The Limit of Insurance is: \$ 150,000  
The amount of loss is: \$ 80,000

- Step (1):  $\$400,000 \times 50\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)
- Step (2):  $\$150,000 \div \$200,000 = .75$
- Step (3):  $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

### Example 2 (Adequate Insurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000  
The Coinsurance percentage is: 50%  
The Limit of Insurance is: \$ 200,000  
The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$400,000 \times 50\%$ ). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense Coverage.

### E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

#### 1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

- b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:
  - (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
  - (2) The Limit Of Insurance shown in the Declarations.

**2. Monthly Limit Of Indemnity**

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
  - (1) The Limit of Insurance, multiplied by
  - (2) The fraction shown in the Declarations for this Optional Coverage.

**Example**

When: The Limit of Insurance is:	\$ 120,000
The fraction shown in the Declarations for this Optional Coverage is:	1/4
The most we will pay for loss in each period of 30 consecutive days is:	\$ 30,000
(\$120,000 x 1/4 = \$30,000)	
If, in this example, the actual amount of loss is:	
Days 1–30:	\$ 40,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 90,000
We will pay:	
Days 1–30:	\$ 30,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 80,000

The remaining \$10,000 is not covered.

**3. Business Income Agreed Value**

- a. To activate this Optional Coverage:
  - (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
    - (a) During the 12 months prior to the date of the Work Sheet; and

- (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
- (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
  - (a) The Coinsurance percentage shown in the Declarations; multiplied by
  - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.
- b. The Additional Condition, Coinsurance, is suspended until:
  - (1) 12 months after the effective date of this Optional Coverage; or
  - (2) The expiration date of this policy; whichever occurs first.
- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
  - (1) Within 12 months of the effective date of this Optional Coverage; or
  - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
  - (1) The Business Income Limit of Insurance; divided by
  - (2) The Agreed Value.

**Example**

When: The Limit of Insurance is:	\$ 100,000
The Agreed Value is:	\$ 200,000
The amount of loss is:	\$ 80,000
Step (1):	$\$100,000 \div \$200,000 = .50$
Step (2):	$.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

**4. Extended Period Of Indemnity**

Under Paragraph **A.5.c., Extended Business Income**, the number 60 in Subparagraphs **(1)(b)** and **(2)(b)** is replaced by the number shown in the Declarations for this Optional Coverage.

## F. Definitions

1. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:
  - a. Your business activities occurring at the described premises; and
  - b. The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
3. "Period of restoration" means the period of time that:
  - a. Begins:
    - (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
    - (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;  
caused by or resulting from any Covered Cause of Loss at the described premises; and
  - b. Ends on the earlier of:
    - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or

- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

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

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Rental Value" means Business Income that consists of:
  - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
  - b. Continuing normal operating expenses incurred in connection with that premises, including:
    - (1) Payroll; and
    - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
6. "Suspension" means:
  - a. The slowdown or cessation of your business activities; or
  - b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

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

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

This endorsement modifies insurance provided under the following:

### CAUSES OF LOSS – SPECIAL FORM

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

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply:

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

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

1. The coverage described in **B.2.** and **B.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A Covered Cause of Loss other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **B.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of Covered Causes of Loss (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

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

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) of the Causes Of Loss – Special Form or under the Additional Coverage, Collapse in that Form.

6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense coverage form:

a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

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

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

This endorsement modifies insurance provided under the following:

**CAUSES OF LOSS – SPECIAL FORM**

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

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

**MAINTENANCE OF HEAT OR WINTERIZATION REQUIREMENT**

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

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

g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing,

(1) if you are responsible for maintaining and repairing the plumbing, heating, air conditioning, or other equipment in the building, structure, and units within the building or structure (including any appurtenant structures) insured under your policy, and you fail to exercise due diligence to:

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

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

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

or

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

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

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

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

If provision g. (1) above applies, such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. We will not pay for resulting damage to the building or structure (including any appurtenant structures) insured under your policy or to Covered Property within any units.

If provision g. (2) above applies, such loss or damage to the unit, or to Covered Property within the unit, is excluded, regardless of any other cause or event that contributes concurrently or in any sequence to the loss. We will pay for resulting damage to the building or structure (including any appurtenant



structures) insured under your policy and to Covered Property within any units not occupied by such occupier and that is not otherwise excluded.

All other terms and conditions remain unchanged.

## CONDOMINIUM ASSOCIATION COVERAGE FORM

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

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

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

### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.** Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

**a. Building**, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire-extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and

(6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

(a) Fixtures, improvements and alterations that are a part of the building or structure; and

(b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.

**b. Your Business Personal Property** located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

(1) Personal property owned by you or owned indivisibly by all unit-owners;

(2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others; and

(3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

But Your Business Personal Property does not include personal property owned only by a unit-owner.

**c. Personal Property Of Others** that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**2. Property Not Covered**

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
  - i. Personal property while airborne or waterborne;
  - j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;

- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, **n.**, does not apply to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - (1) Are licensed for use on public roads; or
  - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or

q. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops; or
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

### 3. Covered Causes Of Loss

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

### 4. Additional Coverages

#### a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
  - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
  - (b) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
  - (c) Remove property of others of a type that would not be Covered Property under this Coverage Form;
  - (d) Remove deposits of mud or earth from the grounds of the described premises;
  - (e) Extract "pollutants" from land or water; or
  - (f) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in Paragraph (4), the following provisions apply:

- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
- (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
  - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
  - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

#### (5) Examples

The following examples assume that there is no Coinsurance penalty.

### Example 1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

### Example 2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 = 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

### b. Preservation Of Property

If it is necessary for you to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

### c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

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

No Deductible applies to this Additional Coverage.

### d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

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

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

**e. Increased Cost Of Construction**

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in **e.(3)** through **e.(9)** of this Additional Coverage.
- (3) The ordinance or law referred to in **e.(2)** of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
  - (a) You were required to comply with before the loss, even when the building was undamaged; and
  - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
  - (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
  - (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

- (7) With respect to this Additional Coverage:
  - (a) We will not pay for the Increased Cost of Construction:
    - (i) Until the property is actually repaired or replaced, at the same or another premises; and
    - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
  - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.
  - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

- (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

**f. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
- (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

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

**5. Coverage Extensions**

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

**a. Newly Acquired Or Constructed Property**

**(1) Buildings**

You may extend the insurance that applies to Building to apply to:

- (a) Your new buildings while being built on the described premises; and

- (b) Buildings you acquire at locations, other than the described premises, intended for:

- (i) Similar use as the building described in the Declarations; or
- (ii) Use as a warehouse.

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

## (2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

## (3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;

- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

## b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

## c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.



- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

**d. Property Off-premises**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
- (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
- (a) In or on a vehicle; or
  - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

**e. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;

- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others.

**f. Non-owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
- (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

**g. Business Personal Property Temporarily In Portable Storage Units**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises.
- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
  - (a) Will end 90 days after the business personal property has been placed in the storage unit;
  - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

**B. Exclusions And Limitations**

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

**C. Limits Of Insurance**

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

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

- 1. Fire Department Service Charge;
- 2. Pollutant Clean-up And Removal;
- 3. Increased Cost Of Construction; and
- 4. Electronic Data.

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

**D. Deductible**

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

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

**Example 1**

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$ 60,100	
— 250	
<hr/>	
\$ 59,850	Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

\$59,850 + \$80,000 = \$139,850

### Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

### E. Loss Conditions

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

#### 1. Abandonment

There can be no abandonment of any property to us.

#### 2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

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

### 3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.  
  
Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### 4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

- g. We will pay for covered loss or damage to Covered Property within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- (1) We have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

#### 5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

#### 6. Unit-owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary and not to contribute with such other insurance.

## 7. Vacancy

### a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

### b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

## 8. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in b. and c. below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at the actual cash value, even when attached to the building:

(1) Awnings or floor coverings;

(2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(3) Outdoor equipment or furniture.

c. Glass at the cost of replacement with safety-glazing material if required by law.

## 9. Waiver Of Rights Of Recovery

We waive our rights to recover payment from any unit-owner of the condominium that is shown in the Declarations.

## F. Additional Conditions

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

### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

(1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;

(2) Divide the Limit of Insurance of the property by the figure determined in Step (1);

- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

**Example 1 (Underinsurance)**

When: The value of the property is: \$ 250,000  
 The Coinsurance percentage for it is: 80%  
 The Limit of Insurance for it is: \$ 100,000  
 The Deductible is: \$ 250  
 The amount of loss is: \$ 40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

**Example 2 (Adequate Insurance)**

When: The value of the property is: \$ 250,000  
 The Coinsurance percentage for it is: 80%  
 The Limit of Insurance for it is: \$ 200,000  
 The Deductible is: \$ 250  
 The amount of loss is: \$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$250,000 \times 80\%$ ). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$39,750 ( $\$40,000$  amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

**Example 3**

When: The value of the property is:  
 Building at Location 1: \$ 75,000  
 Building at Location 2: \$ 100,000  
 Personal Property at Location 2: \$ 75,000  
 \$ 250,000

The Coinsurance percentage for it is: 90%

The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is: \$ 180,000

The Deductible is: \$ 1,000

The amount of loss is:

Building at Location 2: \$ 30,000

Personal Property at Location 2: \$ 20,000

\$ 50,000

Step (1):  $\$250,000 \times 90\% = \$225,000$   
 (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):  $\$180,000 \div \$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

**2. Mortgageholders**

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

## G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

### 1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.

- c. The terms of this Optional Coverage apply only to loss or damage that occurs:

- (1) On or after the effective date of this Optional Coverage; and
- (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

## 2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.

- b. The amount of increase will be:

- (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
- (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
- (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

### Example

If:	The applicable Limit of Insurance is:	\$	100,000
	The annual percentage increase is:		8%
	The number of days since the beginning of the policy year (or last policy change) is:		146
	The amount of increase is:		
	$\$100,000 \times .08 \times 146 \div 365 =$	\$	3,200

## 3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.

- b. This Optional Coverage does not apply to:

- (1) Personal property of others;
- (2) Contents of a residence; or
- (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

Under the terms of this Replacement Cost Optional Coverage, personal property owned indivisibly by all unit-owners, and the property covered under Paragraph **A.1.a.(6)** of this Coverage Form, are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
  - (1) The Limit of Insurance applicable to the lost or damaged property;
  - (2) The cost to replace the lost or damaged property with other property:
    - (a) Of comparable material and quality; and
    - (b) Used for the same purpose; or
  - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

#### **4. Extension Of Replacement Cost To Personal Property Of Others**

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

#### **H. Definitions**

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.



# COMMERCIAL PROPERTY CONDITIONS

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

## A. CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

## B. CONTROL OF PROPERTY

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

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

## C. INSURANCE UNDER TWO OR MORE COVERAGES

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

## D. LEGAL ACTION AGAINST US

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

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

## E. LIBERALIZATION

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

## F. NO BENEFIT TO BAILEE

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

## G. OTHER INSURANCE

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

## H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

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

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

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

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

This will not restrict your insurance.

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

**MASSACHUSETTS CHANGES - CONDOMINIUMS**

This endorsement modifies insurance provided under the following:

CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM ASSOCIATION CHANGES - STANDARD PROPERTY POLICY

**SCHEDULE**

**Insurance Trustee**

**Condominium**

HILLTOP FARMS CONDOMINIUM  
TRUST

HILLTOP FARMS CONDOMINIUM  
.

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

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

## **MASSACHUSETTS CHANGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

**A.** When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.

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

#### **VACANCY OR UNOCCUPANCY**

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

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

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

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

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

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

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

- d.** We will not pay on a replacement cost basis for any loss or damage:
  - (1)** Until the lost or damaged property is actually repaired or replaced:
    - (a)** On the described premises; or
    - (b)** At some other location in the Commonwealth of Massachusetts; and
  - (2)** Unless the repairs or replacement are made within a reasonable time, but no more than 2 years after the loss or damage.

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

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

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

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

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

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

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

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

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

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

2. We will not pay any claim for:

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

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

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

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

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

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

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

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

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

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

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

#### **NONRENEWAL**

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

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

G. The following is added:

### STANDARD FIRE POLICY PROVISIONS

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

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

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

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

**Concealment  
Fraud**

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

**Uninsurable  
And Excepted  
Property**

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

**Perils Not  
Included**

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

**Other  
Insurance**

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

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

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

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

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

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

**Cancellation Of Policy** This policy shall be cancelled at any time at the request of the insured, in which case this company shall, upon demand and surrender of this policy, re-

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

**Mortgagee  
Interests And  
Obligations**

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

**Pro Rata  
Liability**

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

**Requirements  
In Case Loss  
Occurs**

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



**When Loss  
Payable**

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

**Appraisal**

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

**Suit**

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

**Subrogation**

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

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

## **MASSACHUSETTS – EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or 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.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
- However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supercedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy (including those in Massachusetts – Fungi, Wet Rot, Dry Rot And Bacteria Exclusion And Limitations Endorsement **CP 10 64** applicable to the Causes Of Loss – Special Form if attached to this policy) are hereby amended to remove reference to bacteria:
1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
  2. Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, 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 or Policy.

**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
001	001	P-1, P-2
001	002	P-1, P-2
001	006	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

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

**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
001	007	P-1, P-2
001	008	P-1, P-2
001	009	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

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

**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
001	010	P-1, P-2
001	14	P-1, P-2
001	016	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

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

**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
001	018	P-1, P-2
001	021	P-1, P-2
001	022	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

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

**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
001	027	P-1, P-2
001	028	P-1, P-2
001	030	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

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

**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
001	031	P-1, P-2
001	034	P-1, P-2
001	035	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

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



**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
001	036	P-1, P-2
001	037	P-1, P-2
001	038	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

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

**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
001	041	P-1, P-2
001	047	P-1, P-2
001	048	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

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

**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
001	054	P-1, P-2
001	057	P-1, P-2
001	058	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

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

**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
001	059	P-1, P-2
001	060	P-1, P-2
001	064	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

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

**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
001	065	P-1, P-2
001	067	P-1, P-2
001	071	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

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

**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
001	072	P-1, P-2
001	073	P-1, P-2
001	074	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

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

**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
001	075	P-1, P-2
001	076	P-1, P-2
001	077	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** The protective safeguards to which this endorsement applies are identified by the following symbols:

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

**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
001	078	P-1, P-2
<b>Describe any "P-9":</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**

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, 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.

**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 failed to comply with any condition set forth in Paragraph **A.**

**C.** 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.

## CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. Definitions.

### A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

### B. Exclusions

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

#### a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a)**, **(5)(b)** and **(5)(c)**, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

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

**c. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

**f. War And Military Action**

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**g. Water**

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings; or

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

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

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

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

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

**a.** Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b.** Delay, loss of use or loss of market.
- c.** Smoke, vapor or gas from agricultural smudging or industrial operations.

**d.(1) Wear and tear;**

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

**e.** Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

**f.** Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- g.** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
  - (1)** You do your best to maintain heat in the building or structure; or
  - (2)** You drain the equipment and shut off the supply if the heat is not maintained.
- h.** Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1)** Applies whether or not an act occurs during your normal hours of operation;
- (2)** Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i.** Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j.** Rain, snow, ice or sleet to personal property in the open.
- k.** Collapse, including any of the following conditions of property or any part of the property:
  - (1)** An abrupt falling down or caving in;
  - (2)** Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
  - (3)** Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to **(1)** or **(2)** above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, **k.**, does not apply:

- (a)** To the extent that coverage is provided under the Additional Coverage, Collapse; or
  - (b)** To collapse caused by one or more of the following:
    - (i)** The "specified causes of loss";
    - (ii)** Breakage of building glass;
    - (iii)** Weight of rain that collects on a roof; or
    - (iv)** Weight of people or personal property.
  - l.** Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".
- This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.
- m.** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3.** We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a.** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.
  - b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - c.** Faulty, inadequate or defective:
    - (1)** Planning, zoning, development, surveying, siting;
    - (2)** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3)** Materials used in repair, construction, renovation or remodeling; or
    - (4)** Maintenance;

of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

##### a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock"; or
  - (b) The time required to reproduce "finished stock".This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
  - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

##### b. Leasehold Interest Coverage Form

- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
  - (a) Your cancelling the lease;
  - (b) The suspension, lapse or cancellation of any license; or
  - (c) Any other consequential loss.

##### c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
  - (a) Paragraph **B.1.a.** Ordinance Or Law;
  - (b) Paragraph **B.1.c.** Governmental Action;
  - (c) Paragraph **B.1.d.** Nuclear Hazard;
  - (d) Paragraph **B.1.e.** Utility Services; and
  - (e) Paragraph **B.1.f.** War And Military Action.
- (2) The following additional exclusions apply to insurance under this Coverage Form:

##### (a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

##### (b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

## 5. Additional Exclusion

The following provisions apply only to the specified property:

### Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

## C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
  - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
  - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
  - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
    - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
    - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
  - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
  - f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
  - g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
    - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
    - (2) Changes in or extremes of temperature;
    - (3) Disease;
    - (4) Frost or hail; or
    - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
    - a. Animals, and then only if they are killed or their destruction is made necessary.
    - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
      - (1) Glass; or
      - (2) Containers of property held for sale.
    - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

      - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):

- a. \$2,500 for furs, fur garments and garments trimmed with fur.
- b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c. \$2,500 for patterns, dies, molds and forms.
- d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

#### **D. Additional Coverage – Collapse**

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (1) A cause of loss listed in **2.a.** or **2.b.**;
- (2) One or more of the "specified causes of loss";
- (3) Breakage of building glass;
- (4) Weight of people or personal property; or
- (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does **not** apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;



- b. Awnings, gutters and downspouts;
  - c. Yard fixtures;
  - d. Outdoor swimming pools;
  - e. Fences;
  - f. Piers, wharves and docks;
  - g. Beach or diving platforms or appurtenances;
  - h. Retaining walls; and
  - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
  - b. The personal property which collapses is inside a building; and
  - c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

#### **E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

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

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
  - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

## F. Additional Coverage Extensions

### 1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

### 2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

### 3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

### G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following:
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.
  - b. Falling objects does not include loss or damage to:
    - (1) Personal property in the open; or
    - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
  - c. Water damage means:
    - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

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

## **ADDITIONAL BUILDING PROPERTY**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
STANDARD PROPERTY POLICY

<b>Prem. No.</b>	<b>Bldg. No.</b>	<b>SCHEDULE Additional Building Property</b>
001	All	<p><b>Paragraph (6) of 1. Covered Property in A. Coverage in the CONDOMINIUM ASSOCIATION COVERAGE FORM is replaced as follows:</b></p> <p>Any of the following types of property contained within a residential condominium unit only, regardless of ownership:</p> <p>(a) Fixtures, improvements and alterations that are a part of the building of structure; and</p> <p>(b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.</p> <p>But Building does not include personal property owned by, used by or in the care, custody or control of a residential condominium unit-owner except for personal property listed in Paragraph a. and b. above.</p> <p>This endorsement does not apply to commercial condominium units.</p>

- A.** Additional Building Property described in the Schedule or in the Declarations is added to BUILDING.
- B.** Additional Building Property described in the Schedule or in the Declarations does not apply under YOUR BUSINESS PERSONAL PROPERTY.

# GREATER NEW YORK INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

**A. The following exclusion is added to Paragraph B. Exclusions:**

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. Additional Coverage**

The exclusion in Paragraph **A.** does not apply to the extent that coverage is provided for such incidents in the:

- a. Additional Coverage – Electronic Data;
- b. Additional Coverage – Interruption Of Computer Operations or
- c. Additional Coverage – Computer Coverage.

**3. Electronic Commerce Endorsement**

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

**4. Equipment Breakdown Enhancement Endorsement**

The exclusions in Paragraph **A.** do not apply to the following coverages in the Equipment Breakdown Enhancement Endorsement when attached to your policy:

- a. Computer Equipment;
- b. Data Restoration; or
- c. Unauthorized Instruction.

**C. Vandalism**

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

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

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## **MASSACHUSETTS – EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA ADVISORY NOTICE TO POLICYHOLDERS**

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your new or renewal policy being issued by us:

### **Massachusetts – Exclusion Of Loss Due To Virus Or Bacteria Endorsement CP 01 76 09 06**

This endorsement makes an explicit statement regarding a risk that is not covered under your Commercial Property insurance. It points out that there is no coverage under such insurance for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. The exclusion in this endorsement applies to all coverages provided by your Commercial Property insurance, including (if any) property damage and business income coverages.

# GENERAL LIABILITY DECLARATIONS COMMERCIAL GENERAL LIABILITY COVERAGE PART

THIS POLICY IS ISSUED BY THE  
STRATHMORE INSURANCE COMPANY

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>	EFFECTIVE DATE <b>06/30/2024</b>	POLICY NUMBER <b>8120D96134</b> POLICY PERIOD <b>06-30-2024 to 06-30-2025</b> ENDORSEMENT NUMBER
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FORM OF BUSINESS: **TRUST**

TYPE OF POLICY **OCCURRENCE**

LOCATION OF ALL PREMISES YOU OWN/RENT/OCCUPY THAT WE INSURE UNDER THIS POLICY  
**SEE DESIGNATION OF PREMISES SCHEDULE**

THESE DECLARATIONS ARE COMPLETED ON THE ATTACHED COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE(S).

## LIMITS OF INSURANCE

COVERAGE	LIMIT OF LIABILITY
<b>AGGREGATE LIMITS OF LIABILITY</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p style="text-align: center;"><u>Products/Completed Operations are subject to the General Aggregate Limit.</u></p> <p style="text-align: center;"><u>\$ 2,000,000</u></p> </div> <div style="width: 35%;"> <p>Products/ Completed Operations Aggregate</p> <p>General Aggregate (other than Products/ Completed Operations)</p> </div> </div>
<b>COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY EACH OCCURRENCE LIMIT</b>	<p style="text-align: center;"><u>\$ 1,000,000</u></p>
<b>DAMAGE TO PREMISES RENTED TO YOU LIMIT</b>	<p style="text-align: center;"><u>\$ 100,000</u></p> <p style="text-align: right;">any one premises</p>
<b>COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY LIMIT</b>	<p style="text-align: center;"><u>\$ 1,000,000</u></p> <p style="text-align: right;">any one person or organization</p>
<b>COVERAGE C - MEDICAL PAYMENTS LIMIT</b>	<p style="text-align: center;"><u>\$ 5,000</u></p> <p style="text-align: right;">any one person</p>

ENDORSEMENTS ATTACHED TO THIS COVERAGE FORM:  
**SEE SCHEDULE OF FORMS AND ENDORSEMENTS**

**Please refer to the Common Dec for applicable taxes and surcharges (if any).**

TOTAL ANNUAL PREMIUM- THIS COVERAGE PART INCLUDING ANY LIQUOR LIABILITY AND OWNERS & CONTRACTORS:	PREMISES/ OPER \$ <b>12,415</b>	PROD/ CP/ OPER \$
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**THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III --LIMITS OF INSURANCE FOR DETAILS.**

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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/001</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/002</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/003</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	



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

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NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/004</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/005</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/006</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/007</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/008</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/009</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/010</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/011</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/012</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/013</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/014</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/015</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/016</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/017</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/018</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/019</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/020</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/021</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/022</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/023</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/024</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/025</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/026</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/027</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	



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CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/028</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/029</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/030</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/031</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/032</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/033</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/034</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/035</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/036</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/037</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/038</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/039</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/040</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/041</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/042</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/043</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/044</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/045</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/046</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/047</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/048</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/049</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/050</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/051</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	



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

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**STRATHMORE INSURANCE COMPANY**

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/052</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/053</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/054</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/055</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/056</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/057</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/058</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/059</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/060</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/061</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/062</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/063</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/064</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/065</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/066</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/067</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>169.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/068</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/069</b>	EXPOSURE <b>2</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>84.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/070</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>60011</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/071</b>	EXPOSURE <b>1</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>APARTMENT BUILDINGS - GARDEN (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>87.039</b>	<b>87.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>62003</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/071</b>	EXPOSURE <b>3</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>CONDOMINIUMS - RESIDENTIAL - (ASSOCIATION RISK ONLY) (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>42.202</b>	<b>127.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>60011</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/072</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>APARTMENT BUILDINGS - GARDEN (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>87.039</b>	<b>348.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>60011</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/073</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>APARTMENT BUILDINGS - GARDEN (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>87.039</b>	<b>348.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>60011</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/074</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>APARTMENT BUILDINGS - GARDEN (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>87.039</b>	<b>348.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	



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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>60011</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/075</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>APARTMENT BUILDINGS - GARDEN (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>87.039</b>	<b>348.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>60011</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/076</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>APARTMENT BUILDINGS - GARDEN (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>87.039</b>	<b>348.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>60011</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/077</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>APARTMENT BUILDINGS - GARDEN (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>87.039</b>	<b>348.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	

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

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

NAMED INSURED <b>HILLTOP FARMS CONDOMINIUM TRUST</b>		EFFECTIVE DATE <b>06-30-24</b>	POLICY NUMBER <b>8120D96134</b> ENDORSEMENT NUMBER	
CLASS CODE <b>60011</b>	PREMIUM BASIS <b>UNITS/EACH</b>	PREMISES/OPERATIONS		
LOCATION <b>001/078</b>	EXPOSURE <b>4</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>APARTMENT BUILDINGS - GARDEN (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT)</b>		<b>87.039</b>	<b>348.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
			<b>INCL</b>	
CLASS CODE <b>44444</b>	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION	EXPOSURE <b>1</b>	RATE	PREMIUM	
CLASS DESCRIPTION <b>IDENTITY RECOVERY</b>			<b>25.00</b>	
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	
CLASS CODE	PREMIUM BASIS	PREMISES/OPERATIONS		
LOCATION	EXPOSURE	RATE	PREMIUM	
CLASS DESCRIPTION				
		PRODUCTS/COMPL OPERATIONS		
		RATE	PREMIUM	

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

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

This endorsement provides Insurance in accordance with Massachusetts Insurance Regulations.

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

For the "common areas" for which you obtain a

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

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

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

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

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

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

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

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

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

**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.



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## **POLICYHOLDER NOTICE**

**NOTE:** No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

**NOTE:** Whether some or all of the referenced forms/endorsements are included in your policy depends on the particular policy and/or coverages. Accordingly, some or all of the referenced forms/endorsements may or may not apply. You should read your policy and review your Declarations Page for complete information on the coverages you are provided.

The areas within the policy that broaden or reduce coverage and other changes are highlighted below.

Following is a **summary** of the significant changes in the upcoming renewal of your **Commercial General Liability** insurance policy.

### REBRANDED POLICIES RENEWAL TABLE

Revised General Liability Forms Number and Edition Date			
Tier	Prior Form	Rebranded Form (Edition 01/22)	Comments
<b>Level 1 (Silver)</b>	PAKGL PAKRGL PAKCGL PROGRGL HOSPIT3	SLVRGL	Added definition for Bodily injury and exception to limitation of coverage to designated premises
<b>Level 2 (Gold)</b>	PROG H GL	GOLDGL	Added primary and non-contributory definition
<b>Level 3 (Platinum)</b>	SHOPPAKGL	PLATGL	Added primary and non-contributory definition, & new medical expense limit



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## **COMMERCIAL GENERAL LIABILITY** **GNY ENHANCED COVERAGE ENDORSEMENTS**

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### **BROADENING OF COVERAGE / CLARIFICATION OF COVERAGE**

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GNY has revised the following enhanced general liability coverage endorsements: broaden coverages, editorial changes, and clarification of coverages:

As we rebranded our Enhanced Commercial General Liability coverage endorsements, similar to the rebranding of our commercial property enhancement endorsements. The rebranded forms will be three offerings (SILVER, GOLD, PLATINUM) for our commercial general liability enhancement endorsements which will be available for all classes of business.

#### **ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT SILVER – SLVRGL (01/22)**

The SILVER, Enhanced General Liability Coverage Endorsement was rebranded from Enhanced General Liability Coverage Endorsement, we simplified the number of General Liability enhancement endorsement but offered the same or better coverage as described below. The class specific endorsements have been replaced and the new enhancement endorsement that allows the coverage to be available to all risks. We have broadened the coverage by adding an exception if designated premises endorsement is attached to the policy for leased for annual meetings & executive officers attending trade shows.

A separate Premium Audit Waiver endorsement developed (**AUDWVR**), which will automatically attach to policies where the Audit Waiver was on the prior enhancement.

Discontinued forms:

- Enhanced General Liability Coverage Endorsement for Restaurants (PAKRGL)
- Enhanced General Liability Coverage Endorsement for Condominiums and Cooperatives (PAKCGGL)
- Enhanced General Liability Coverage Endorsement (PAKGL)
- Hospitality Services Enhancement Endorsement (HOSPIT3)
- PROTECTO-GUARD Enhanced General Liability Coverage Endorsement for Restaurants (PROGRGL)

#### **ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT GOLD – GOLDGL (01/22)**

The GOLD, Enhanced General Liability Coverage Endorsement was rebranded from PROTECTO-GUARD Enhanced General Liability Coverage Endorsement for Habitational Properties (PROGHGL). Our Commercial General Liability Coverage Enhancement Endorsement was class specific for Habitational risk only. With the rebranding of the enhancement, it is now available to all risks, continues to offer the same coverages, added primary and non-contributory definition and blanket additional insureds, which is broadening for coverage that was in the PROTECTO-GUARD form.



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**ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT PLATINUM –  
PLATGL (01/22)**

The PLATINUM, Enhanced General Liability Coverage Endorsement includes all the coverages which are currently provided under the GOLD general liability enhancement and added a few additional coverages that was offered SHOP PAK general liability enhancement. We have increased Medical Expense Limit, Higher limits for supplementary Bail Bonds and Loss of Earnings, Additional Insured Broadened Named Insured and Additional Insured Manger or Supervisor as well as General aggregate limit per location, The new PLATINUM enhanced endorsement will always provide superior coverage then our new Gold enhancement endorsement.



## GREATER NEW YORK INSURANCE COMPANIES

### CYBER INCIDENT AND DATA PRIVACY EXCLUSIONS ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsements which applies to your renewal policy being issued by us.

#### **FOR USE WITH THE COMMERCIAL GENERAL LIABILITY (CGL) COVERAGE PART**

##### **CG 00 69 – Exclusion – Violation Of Law Addressing Data Privacy**

When this endorsement is attached to your policy, an exclusion is added to Coverage **A** and Coverage **B** that excludes coverage for bodily injury, property damage or personal and advertising injury that generally arises out of the violation of statutes, ordinances, regulations or other laws generally pertaining to any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information. This exclusion is a reinforcement of coverage intent. Damages related to violations of laws pertaining to data privacy are not intended to be covered under this Coverage Part.

##### **CG 40 35 – Exclusion – Cyber Incident**

When this endorsement is attached to your policy, coverage is excluded under Coverage **A** and Coverage **B** with respect to bodily injury, property damage or personal and advertising injury arising out of a cyber incident.

To the extent that current policy exclusions do not apply to liability arising out of cyber incidents, attachment of this endorsement will result in a reduction of coverage.

# 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, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law 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.**

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

This endorsement modifies insurances provided under the following:

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

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

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

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

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

## **ADDITIONAL INSURED – CONDOMINIUM UNIT OWNERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured each individual unit owner of the insured condominium, but only with respect to liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for that unit owner's exclusive use or occupancy.

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

## **EXCLUSION – DESIGNATED PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Description Of Professional Services</b>
1. ALL PROFESSIONAL SERVICES
2.
3.
4.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This 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", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

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

## **LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<p><b>Premises:</b> AS SHOWN ON DESIGNATION OF PREMISES SCHEDULE</p>
<p><b>Project Or Operation:</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A.** If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:

**1.** Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**b.** This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

**(1)** The "bodily injury" or "property damage":

**(a)** Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

**(b)** Arises out of the project or operation shown in the Schedule;

**(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.

**2.** Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

**b.** This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

**(1)** The offense arises out of your business:

**(a)** Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule; and

(2) The offense was committed during the policy period.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) 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;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place 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. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02**, the provisions under this Paragraph B. apply:

1. Paragraph 1.b. under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

2. Paragraph 1.b. under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule;

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) 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;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

#### f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
- (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



# **GNY INSURANCE COMPANIES**

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

## **BASIC CONSTRUCTION EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury" or "property damage" arising out of construction or demolition operations which are performed by or on behalf of the Named Insured in the course of any job which involves the new construction or demolition of any load bearing wall, floor, ceiling or roof of a building or structure, provided, however, that nothing herein limits, prohibits or restricts insurance coverage for the repair, alteration, maintenance or refurbishing of a load bearing wall, floor, ceiling or roof.

## **GNV INSURANCE COMPANIES**

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

### **HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

<b>SCHEDULE</b>	
<b>Coverage</b>	<b>Additional Premium</b>
"Hired Auto" Liability	\$40
"Non-Owned Auto" Liability	\$40

"Hired Auto" and "Non-Owned Auto" Liability

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. "Hired Auto" Liability

The insurance provided under Coverage A of the Commercial General Liability Coverage Form, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. "Non-Owned Auto" Liability

The insurance provided under Coverage A of the Commercial General Liability Coverage Form applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person other than you.

B. The following applies only to insurance provided by Paragraph A. of this endorsement:

1. The exclusions under the Commercial General Liability Coverage Form, other than Exclusions a., b., d., f. and i. are deleted and replaced by the following:

a. "Bodily injury" to an "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

b. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

2. **SECTION II - WHO IS AN INSURED** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment;
- b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. The following additional definitions apply:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
  2. "Hired-Auto" means any "auto" you lease, hire or borrow. "Hired Auto" does not include any "auto" you lease, hire or borrow:
    - a. From any of your "employees" or members of their households, or from any partner "executive officer" of yours, or
    - b. For a period of six months or more.
  3. "Non-Owned Auto" means any "auto" you do not own, lease, hire or borrow that is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.
- D. The coverage provided by this endorsement does not apply to:
- Any obligation or liability for any injury, loss, cost, damage or expense:
- a. Under Section C., Medical Payments;
  - b. Imposed by No-fault law;
  - c. For personal injury protection coverage;
  - d. For underinsured or uninsured motorists coverage;
  - e. Imposed by any financial responsibility law; or
  - f. Imposed by Laws or Coverages related to first-party coverage; or
  - g. Similar coverage or law.

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

## **EXCLUSION FOR PUNITIVE DAMAGES AND SIMILAR AWARDS AND PENALTIES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A.** The following exclusion is added to Paragraph 2., **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions** of **Section I – Coverage B– Personal And Advertising Injury Liability**:

**2. Exclusions**

This insurance does not apply to:

**Punitive Damages and Similar Awards and Penalties**

Any liability for fines, penalties, “punitive damages,” exemplary damages, treble, or multiple damages directly or vicariously assessed against the Insured.

- B.** The following definition is added to the **Definitions** Section:

**“Punitive damages”** means damages that may be imposed to punish a wrongdoer, to deter others from similar conduct, or both.

- C. Defense.** If a suit is brought against an Insured seeking compensatory damages covered by this policy, as well as sums excluded by this endorsement, we will defend the “suit.” However, we will have no obligation to pay for any interest under subparagraph 1. g. of the **SUPPLEMENTARY PAYMENTS** provision attributable to any sum excluded by this endorsement.

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**GREATER NEW YORK INSURANCE COMPANIES**

**ENHANCED GENERAL LIABILITY COVERAGE  
ENDORSEMENT - SILVER**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

<b>SCHEDULE</b>	
<b>GENERAL LIABILITY COVERAGE</b>	<b>LIMIT OF INSURANCE (INCLUDES LIMITS PROVIDED BY COVERAGE FORMS LISTED ABOVE)</b>
Damage To Premises Rented To You	\$1,000,000
Exception to Limitation of Coverage To Designated Premises, Project or Operation	If attached exception granted for premises leased for annual meeting & executive officer attending trade show
Knowledge of Occurrence	Included
Mental Anguish included in the Definition of "Bodily Injury"	Included
Notice to Company	Included
Unintentional Errors or Omission	Included

**AMENDMENTS TO THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following modifies insurance provided under the **Commercial General Liability Coverage Form**:

**AMENDMENTS TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION III - LIMITS OF INSURANCE**

**DAMAGE TO PREMISES RENTED TO YOU**

The following is added as the last sentence to paragraph 6. in Section III:

The limit shown in the Declarations for Damage to Premises Rented To You, and subject to the terms of that coverage, under the ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT SILVER for "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, is increased to the limit shown in the Schedule above.

**AMENDMENTS TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

As respects the coverage provided by the **ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT SILVER**, the following are added to the Commercial General Liability Conditions:

**NOTICE TO COMPANY**

If a liability claim is made to an insured arising from an "occurrence" that caused "bodily injury" to a person the insured disputes is an employee; and if the insured timely notifies its workers' compensation insurer of the occurrence; and if a workers' compensation board or law court finally determines that the person is not an employee of the insured; then the insured's delay in reporting the

“occurrence” to us will not be deemed late notice of the “occurrence” under paragraph 2., Duties In The Event Of Occurrence, Offense, Claim or Suit, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, if the insured reports the “occurrence” to us promptly on learning of the final determination.

**KNOWLEDGE OF OCCURRENCE:**

It is agreed that knowledge of an “occurrence” by the agent, servant or employee of the insured shall not in itself constitute knowledge by the insured unless the named insured or any partner or any executive officer of the insureds corporation shall have received such notice from the agent, servant or employee.

**UNINTENTIONAL ERROR OR OMISSIONS:**

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or any omission is not intentional.

**AMENDMENTS TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION V – DEFINITIONS**

As respects the coverage provided by the ENHANCED GENERAL LIABILITY COVERAGE ENDORSEMENT SILVER, the following amends the Definition of “Bodily Injury”:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

**ADDITIONAL COVERAGES:**

**1. EXCEPTION TO THE LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION ENDORSEMENT (CG 21 44)**

If ISO Endorsement **CG 21 44 Limitation of Coverage To Designated Premises, Project or Operation Endorsement** is attached to your policy, it does not apply to sums you are legally obligated to pay as damages because of “bodily injury” or “property damage” under Coverage A, or to medical expenses under Coverage C, arising out of:

- a) Premises leased for your annual meeting; and
- b) An “executive officer” while attending a trade show, exhibition or convention.

All other terms and conditions remain unchanged.



# GNY INSURANCE COMPANIES

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

## **ASBESTOS HAZARD EXCLUSION ENDORSEMENT**

This endorsement modifies such insurance as is afforded by the provisions of the policy related to the following:

BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that such insurance as is afforded by this policy is subject to the following additional exclusion:

A. This policy does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard"; or
2. to any loss, cost or expense arising out of any governmental direction or request that the Named Insured test for, monitor, clean up, remove, treat or neutralize "asbestos".

B. **ADDITIONAL DEFINITIONS**

1. Asbestos hazard means:
  - a. an actual exposure or threat of exposure to the harmful properties of "asbestos"; or
  - b. the presence of "asbestos" in any place, whether or not within a building or structure.
2. Asbestos means the mineral in any form, including but not limited to fibers or dust.

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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B.** The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

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

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

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

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

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

## **EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

#### **Violation Of Law Addressing Data Privacy**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

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

This insurance does not apply to:

#### **Violation Of Law Addressing Data Privacy**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

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

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – LIMITED BODILY INJURY  
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**2. Exclusions**

This insurance does not apply to:

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

Damages arising out of:

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

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

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

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

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

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

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

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

## **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.**

## **EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description And Location(s) Of Operation(s):**

AS SHOWN ON DESIGNATION OF PREMISES SCHEDULE (GNY 002)

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

**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" or "property damage":

- 1. Arising out of your ongoing operations; or
- 2. Included in the "products-completed operations hazard";

at the location(s) described in the Schedule of this endorsement, but only if you are enrolled in a "controlled (wrap-up) insurance program" with respect to the "bodily injury" or "property damage" described in Paragraphs **A.1.** and **A.2.** above at such location(s).

This exclusion applies whether or not the "controlled (wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part;

- b. Has limits adequate to cover all claims; or
- c. Remains in effect.

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

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

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

## **EXCLUSION – CROSS SUITS LIABILITY**

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 – Coverages – Coverage A – Bodily Injury And Property Damage Liability:**  
This insurance does not apply to:  
**Cross Suits**  
Any claim made or "suit" brought by any Named Insured under this Policy against another Named Insured under this Policy for damages because of "bodily injury" or "property damage".
- B. The following is added to Paragraph 2. Exclusions of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability:**  
This insurance does not apply to:  
**Cross Suits**  
Any claim made or "suit" brought by any Named Insured under this Policy against another Named Insured under this Policy for damages because of "personal and advertising injury".



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

## **EXCLUSION – CYBER INCIDENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following 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:
- Cyber Incident**
- "Bodily injury" or "property damage" arising out of a "cyber incident".
- This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".
- 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:
- Cyber Incident**
- "Personal and advertising injury" arising out of a "cyber incident".
- This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".
- C.** For the purposes of this endorsement, the following definition is added to the **Definitions** Section:
- "Cyber incident" means any:
1. Unauthorized access to or use of any computer system.
  2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system 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 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.

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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

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

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

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

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

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

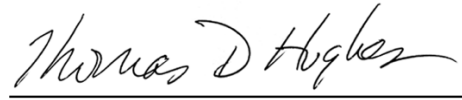
**IN WITNESS WHEREOF**, we have caused this policy to be executed and attested and if required by state law, this policy shall not be valid unless countersigned by an authorized representative.

**By:**

**By:**



Elizabeth Heck



Thomas D. Hughes

**Elizabeth Heck**  
President and Chief Executive Officer

**Thomas D. Hughes**  
Corporate Secretary



**Corporate Headquarters**  
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