

Aspetuck Condominium Association ,Inc  
PO Box 1515  
New Milford, CT 06776-1515





## BUSINESSOWNER'S POLICY DECLARATIONS

Issued: 01/24/2019

AmGUARD Insurance Company  
A Stock Company

Policy No.:  
ASBP085891

Renewal of: NEW

### POLICY INFORMATION PAGE

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

Aspetuck Condominium Association ,Inc  
PO Box 1515  
New Milford, CT 06776

**[2] Agency**

O'BRIEN INSURANCE AGENCY, LLC  
108 Kent Road  
New Milford, CT 06776

**[3] Policy Period**

From January 31, 2019 to January 31, 2020, 12:01 AM, standard time at the insured's mailing address.

**[4] Description of Business**

Lessors of Residential Buildings and Dwellings

**[5] Coverage**

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

**[6] Premium**

The premium shown below may be subject to adjustment.

Certified Acts of Terrorism - Fire Only	\$226.00
TOTAL POLICY PREMIUM	\$63,441.00
TOTAL PAYABLE	\$63,441.00

**[7] Payment of Premium**

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



Issued: 01/24/2019

**Policy No.:** ASBP085891

**Effective Date:** 01/31/2019

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

**LOCATION: 001 BUILDING: 001**  
**Aspetuck Village**  
**New Milford, CT 06776**  
**Litchfield County**

**Property Deductible: \$5,000**  
**Wind/Hail Deductible: N/A**  
**Optional Coverages/Glass Deductible: \$500**  
**Classification: 69145 - Condominium - Residential Condominium (Association risk only)**

**COVERAGES:**

**Awnings Coverage**

Limit	\$2,500
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**Building Coverage**

Limit	\$1,100,000
Valuation	Replacement Cost
Inflation Guard %	4

**Liability**

IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
Limit	Included

**Accounts Receivable**

On-Premises Limit	\$25,000
Off-Premises Limit	25,000

**Condominium or Townhouse Association**

Association Created Time	CT1
State Act	By-Laws changed to conform to current state act

**Debris Removal**

Limit	25%/\$10,000
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**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name	Jane Gregory
Phone Number	203-788-1240

**Money and Securities**

On Premises Limit	\$5,000
Off Premises Limit	\$5,000

**Ordinance or Law - Increased Cost Of Construction**

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

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

Limit	\$5,000
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**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019**Valuable Papers and Records**

On-Premises Limit \$25,000

Off-Premises Limit \$25,000

**Water Back-up and Sump Overflow**

Covered Property Limit \$5,000

Business Income and Extra Expense Limit \$5,000

**Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement**

Coverage Description Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 002****Aspetuck Village****New Milford, CT 06776****Litchfield County****Property Deductible: \$5,000****Wind/Hail Deductible: N/A****Optional Coverages/Glass Deductible: \$500****Classification: 69145 - Condominium - Residential Condominium (Association risk only)****COVERAGES:****Awnings Coverage**

Limit \$2,500

**Building Coverage**

Limit \$1,100,000

Valuation Replacement Cost

Inflation Guard % 4

**Liability**

IMPORTANT NOTE THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT

Limit Included

**Accounts Receivable**

On-Premises Limit \$25,000

Off-Premises Limit 25,000

**Condominium or Townhouse Association**

Association Created Time CT1

State Act By-Laws changed to conform to current state act

**Debris Removal**

Limit 25%/\$10,000

**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name Jane Gregory

Phone Number 203-788-1240

**Money and Securities**

On Premises Limit \$5,000

Off Premises Limit \$5,000

**Ordinance or Law - Increased Cost Of Construction**

Limit \$10,000

**Outdoor Property**

Limit \$10,000

**Outdoor Signs - Optional Coverage**

Limit \$5,000

**BUSINESSOWNER'S POLICY  
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Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019**Valuable Papers and Records**

On-Premises Limit \$25,000

Off-Premises Limit \$25,000

**Water Back-up and Sump Overflow**

Covered Property Limit \$5,000

Business Income and Extra Expense Limit \$5,000

**Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement**

Coverage Description Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 003****Aspetuck Village****New Milford, CT 06776****Litchfield County****Property Deductible: \$5,000****Wind/Hail Deductible: N/A****Optional Coverages/Glass Deductible: \$500****Classification: 69145 - Condominium - Residential Condominium (Association risk only)****COVERAGES:****Awnings Coverage**

Limit \$2,500

**Building Coverage**

Limit \$1,100,000

Valuation Replacement Cost

Inflation Guard % 4

**Liability**

IMPORTANT NOTE THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT

Limit Included

**Accounts Receivable**

On-Premises Limit \$25,000

Off-Premises Limit 25,000

**Condominium or Townhouse Association**

Association Created Time CT1

State Act By-Laws changed to conform to current state act

**Debris Removal**

Limit 25%/\$10,000

**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name Jane Gregory

Phone Number 203-788-1240

**Money and Securities**

On Premises Limit \$5,000

Off Premises Limit \$5,000

**Ordinance or Law - Increased Cost Of Construction**

Limit \$10,000

**Outdoor Property**

Limit \$10,000

**Outdoor Signs - Optional Coverage**

Limit \$5,000

**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019**Valuable Papers and Records**

On-Premises Limit \$25,000

Off-Premises Limit \$25,000

**Water Back-up and Sump Overflow**

Covered Property Limit \$5,000

Business Income and Extra Expense Limit \$5,000

**Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement**

Coverage Description Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 004****Aspetuck Village****New Milford, CT 06776****Litchfield County****Property Deductible: \$5,000****Wind/Hail Deductible: N/A****Optional Coverages/Glass Deductible: \$500****Classification: 69145 - Condominium - Residential Condominium (Association risk only)****COVERAGES:****Awnings Coverage**

Limit \$2,500

**Building Coverage**

Limit \$1,100,000

Valuation Replacement Cost

Inflation Guard % 4

**Liability**

IMPORTANT NOTE THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT

Limit Included

**Accounts Receivable**

On-Premises Limit \$25,000

Off-Premises Limit 25,000

**Condominium or Townhouse Association**

Association Created Time CT1

State Act By-Laws changed to conform to current state act

**Debris Removal**

Limit 25%/\$10,000

**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name Jane Gregory

Phone Number 203-788-1240

**Money and Securities**

On Premises Limit \$5,000

Off Premises Limit \$5,000

**Ordinance or Law - Increased Cost Of Construction**

Limit \$10,000

**Outdoor Property**

Limit \$10,000

**Outdoor Signs - Optional Coverage**

Limit \$5,000

**BUSINESSOWNER'S POLICY  
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**Policy No.:** ASBP085891**Effective Date:** 01/31/2019**Valuable Papers and Records**

On-Premises Limit \$25,000

Off-Premises Limit \$25,000

**Water Back-up and Sump Overflow**

Covered Property Limit \$5,000

Business Income and Extra Expense Limit \$5,000

**Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement**

Coverage Description Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 005****Aspetuck Village****New Milford, CT 06776****Litchfield County****Property Deductible: \$5,000****Wind/Hail Deductible: N/A****Optional Coverages/Glass Deductible: \$500****Classification: 69145 - Condominium - Residential Condominium (Association risk only)****COVERAGES:****Awnings Coverage**

Limit \$2,500

**Building Coverage**

Limit \$1,100,000

Valuation Replacement Cost

Inflation Guard % 4

**Liability**

IMPORTANT NOTE THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT

Limit Included

**Accounts Receivable**

On-Premises Limit \$25,000

Off-Premises Limit 25,000

**Condominium or Townhouse Association**

Association Created Time CT1

State Act By-Laws changed to conform to current state act

**Debris Removal**

Limit 25%/\$10,000

**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name Jane Gregory

Phone Number 203-788-1240

**Money and Securities**

On Premises Limit \$5,000

Off Premises Limit \$5,000

**Ordinance or Law - Increased Cost Of Construction**

Limit \$10,000

**Outdoor Property**

Limit \$10,000

**Outdoor Signs - Optional Coverage**

Limit \$5,000



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On-Premises Limit \$25,000

Off-Premises Limit \$25,000

**Water Back-up and Sump Overflow**

Covered Property Limit \$5,000

Business Income and Extra Expense Limit \$5,000

**Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement**

Coverage Description Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 006****Aspetuck Village****New Milford, CT 06776****Litchfield County****Property Deductible: \$5,000****Wind/Hail Deductible: N/A****Optional Coverages/Glass Deductible: \$500****Classification: 69145 - Condominium - Residential Condominium (Association risk only)****COVERAGES:****Awnings Coverage**

Limit \$2,500

**Building Coverage**

Limit \$1,250,000

Valuation Replacement Cost

Inflation Guard % 4

**Liability**

IMPORTANT NOTE THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT

Limit Included

**Accounts Receivable**

On-Premises Limit \$25,000

Off-Premises Limit 25,000

**Condominium or Townhouse Association**

Association Created Time CT1

State Act By-Laws changed to conform to current state act

**Debris Removal**

Limit 25%/\$10,000

**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name Jane Gregory

Phone Number 203-788-1240

**Money and Securities**

On Premises Limit \$5,000

Off Premises Limit \$5,000

**Ordinance or Law - Increased Cost Of Construction**

Limit \$10,000

**Outdoor Property**

Limit \$10,000

**Outdoor Signs - Optional Coverage**

Limit \$5,000

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On-Premises Limit \$25,000

Off-Premises Limit \$25,000

**Water Back-up and Sump Overflow**

Covered Property Limit \$5,000

Business Income and Extra Expense Limit \$5,000

**Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement**

Coverage Description Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 007****Aspetuck Village****New Milford, CT 06776****Litchfield County****Property Deductible: \$5,000****Wind/Hail Deductible: N/A****Optional Coverages/Glass Deductible: \$500****Classification: 69145 - Condominium - Residential Condominium (Association risk only)****COVERAGES:****Awnings Coverage**

Limit \$2,500

**Building Coverage**

Limit \$1,100,000

Valuation Replacement Cost

Inflation Guard % 4

**Liability**

IMPORTANT NOTE THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT

Limit Included

**Accounts Receivable**

On-Premises Limit \$25,000

Off-Premises Limit 25,000

**Condominium or Townhouse Association**

Association Created Time CT1

State Act By-Laws changed to conform to current state act

**Debris Removal**

Limit 25%/\$10,000

**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name Jane Gregory

Phone Number 203-788-1240

**Money and Securities**

On Premises Limit \$5,000

Off Premises Limit \$5,000

**Ordinance or Law - Increased Cost Of Construction**

Limit \$10,000

**Outdoor Property**

Limit \$10,000

**Outdoor Signs - Optional Coverage**

Limit \$5,000

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On-Premises Limit \$25,000

Off-Premises Limit \$25,000

**Water Back-up and Sump Overflow**

Covered Property Limit \$5,000

Business Income and Extra Expense Limit \$5,000

**Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement**

Coverage Description Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 008****Aspetuck Village****New Milford, CT 06776****Litchfield County****Property Deductible: \$5,000****Wind/Hail Deductible: N/A****Optional Coverages/Glass Deductible: \$500****Classification: 69145 - Condominium - Residential Condominium (Association risk only)****COVERAGES:****Awnings Coverage**

Limit \$2,500

**Building Coverage**

Limit \$1,500,000

Valuation Replacement Cost

Inflation Guard % 4

**Liability**

IMPORTANT NOTE THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT

Limit Included

**Accounts Receivable**

On-Premises Limit \$25,000

Off-Premises Limit 25,000

**Debris Removal**

Limit 25%/\$10,000

**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name Jane Gregory

Phone Number 203-788-1240

**Money and Securities**

On Premises Limit \$5,000

Off Premises Limit \$5,000

**Ordinance or Law - Increased Cost Of Construction**

Limit \$10,000

**Outdoor Property**

Limit \$10,000

**Outdoor Signs - Optional Coverage**

Limit \$5,000

**Valuable Papers and Records**

On-Premises Limit \$25,000

Off-Premises Limit \$25,000

**Water Back-up and Sump Overflow**

**BUSINESSOWNER'S POLICY  
DECLARATIONS**

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**Policy No.:** ASBP085891**Effective Date:** 01/31/2019

Covered Property Limit	\$5,000
Business Income and Extra Expense Limit	\$5,000
<b>Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement</b>	
Coverage Description	Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 009**  
**Aspetuck Village**  
**New Milford, CT 06776**  
**Litchfield County**

**Property Deductible: \$5,000**  
**Wind/Hail Deductible: N/A**  
**Optional Coverages/Glass Deductible: \$500**  
**Classification: 69145 - Condominium - Residential Condominium (Association risk only)**

**COVERAGES:****Awnings Coverage**

Limit	\$2,500
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**Building Coverage**

Limit	\$1,500,000
Valuation	Replacement Cost
Inflation Guard %	4

**Liability**

IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
Limit	Included

**Accounts Receivable**

On-Premises Limit	\$25,000
Off-Premises Limit	25,000

**Condominium or Townhouse Association**

Association Created Time	CT1
State Act	By-Laws changed to conform to current state act

**Debris Removal**

Limit	25%/\$10,000
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**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name	Jane Gregory
Phone Number	203-788-1240

**Money and Securities**

On Premises Limit	\$5,000
Off Premises Limit	\$5,000

**Ordinance or Law - Increased Cost Of Construction**

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

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

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

On-Premises Limit	\$25,000
Off-Premises Limit	\$25,000

**Water Back-up and Sump Overflow**

**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019

Covered Property Limit	\$5,000
Business Income and Extra Expense Limit	\$5,000
<b>Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement</b>	
Coverage Description	Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 010**  
**Aspetuck Village**  
**New Milford, CT 06776**  
**Litchfield County**

**Property Deductible: \$5,000**  
**Wind/Hail Deductible: N/A**  
**Optional Coverages/Glass Deductible: \$500**  
**Classification: 69145 - Condominium - Residential Condominium (Association risk only)**

**COVERAGES:****Awnings Coverage**

Limit	\$2,500
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**Building Coverage**

Limit	\$1,100,000
Valuation	Replacement Cost
Inflation Guard %	4

**Liability**

IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
Limit	Included

**Accounts Receivable**

On-Premises Limit	\$25,000
Off-Premises Limit	25,000

**Condominium or Townhouse Association**

Association Created Time	CT1
State Act	By-Laws changed to conform to current state act

**Debris Removal**

Limit	25%/\$10,000
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**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name	Jane Gregory
Phone Number	203-788-1240

**Money and Securities**

On Premises Limit	\$5,000
Off Premises Limit	\$5,000

**Ordinance or Law - Increased Cost Of Construction**

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

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

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

On-Premises Limit	\$25,000
Off-Premises Limit	\$25,000

**Water Back-up and Sump Overflow**

**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019

Covered Property Limit	\$5,000
Business Income and Extra Expense Limit	\$5,000
<b>Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement</b>	
Coverage Description	Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 011**  
**Aspetuck Village**  
**New Milford, CT 06776**  
**Litchfield County**

**Property Deductible: \$5,000**  
**Wind/Hail Deductible: N/A**  
**Optional Coverages/Glass Deductible: \$500**  
**Classification: 69145 - Condominium - Residential Condominium (Association risk only)**

**COVERAGES:****Awnings Coverage**

Limit	\$2,500
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**Building Coverage**

Limit	\$1,100,000
Valuation	Replacement Cost
Inflation Guard %	4

**Liability**

IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
Limit	Included

**Accounts Receivable**

On-Premises Limit	\$25,000
Off-Premises Limit	25,000

**Condominium or Townhouse Association**

Association Created Time	CT1
State Act	By-Laws changed to conform to current state act

**Debris Removal**

Limit	25%/\$10,000
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**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name	Jane Gregory
Phone Number	2037881240

**Money and Securities**

On Premises Limit	\$5,000
Off Premises Limit	\$5,000

**Ordinance or Law - Increased Cost Of Construction**

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

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

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

On-Premises Limit	\$25,000
Off-Premises Limit	\$25,000

**Water Back-up and Sump Overflow**

**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019

Covered Property Limit	\$5,000
Business Income and Extra Expense Limit	\$5,000
<b>Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement</b>	
Coverage Description	Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 012**  
**Aspetuck Village**  
**New Milford, CT 06776**  
**Litchfield County**

**Property Deductible: \$5,000**  
**Wind/Hail Deductible: N/A**  
**Optional Coverages/Glass Deductible: \$500**  
**Classification: 69145 - Condominium - Residential Condominium (Association risk only)**

**COVERAGES:****Awnings Coverage**

Limit	\$2,500
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**Building Coverage**

Limit	\$1,500,000
Valuation	Replacement Cost
Inflation Guard %	4

**Liability**

IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
Limit	Included

**Accounts Receivable**

On-Premises Limit	\$25,000
Off-Premises Limit	25,000

**Condominium or Townhouse Association**

Association Created Time	CT1
State Act	By-Laws changed to conform to current state act

**Debris Removal**

Limit	25%/\$10,000
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**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name	Jane Gregory
Phone Number	203-788-1240

**Money and Securities**

On Premises Limit	\$5,000
Off Premises Limit	\$5,000

**Ordinance or Law - Increased Cost Of Construction**

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

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

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

On-Premises Limit	\$25,000
Off-Premises Limit	\$25,000

**Water Back-up and Sump Overflow**

**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019

Covered Property Limit	\$5,000
Business Income and Extra Expense Limit	\$5,000
<b>Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement</b>	
Coverage Description	Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 013**  
**Aspetuck Village**  
**New Milford, CT 06776**  
**Litchfield County**

**Property Deductible: \$5,000**  
**Wind/Hail Deductible: N/A**  
**Optional Coverages/Glass Deductible: \$500**  
**Classification: 69145 - Condominium - Residential Condominium (Association risk only)**

**COVERAGES:****Awnings Coverage**

Limit	\$2,500
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**Building Coverage**

Limit	\$1,500,000
Valuation	Replacement Cost
Inflation Guard %	4

**Liability**

IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
Limit	Included

**Accounts Receivable**

On-Premises Limit	\$25,000
Off-Premises Limit	25,000

**Condominium or Townhouse Association**

Association Created Time	CT1
State Act	By-Laws changed to conform to current state act

**Debris Removal**

Limit	25%/\$10,000
-------	--------------

**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name	Jane Gregory
Phone Number	203-788-1240

**Money and Securities**

On Premises Limit	\$5,000
Off Premises Limit	\$5,000

**Ordinance or Law - Increased Cost Of Construction**

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

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

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

On-Premises Limit	\$25,000
Off-Premises Limit	\$25,000

**Water Back-up and Sump Overflow**



**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019

Covered Property Limit	\$5,000
Business Income and Extra Expense Limit	\$5,000
<b>Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement</b>	
Coverage Description	Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 014**  
**Aspetuck Village**  
**New Milford, CT 06776**  
**Litchfield County**

**Property Deductible: \$5,000**  
**Wind/Hail Deductible: N/A**  
**Optional Coverages/Glass Deductible: \$500**  
**Classification: 69145 - Condominium - Residential Condominium (Association risk only)**

**COVERAGES:****Awnings Coverage**

Limit	\$2,500
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**Building Coverage**

Limit	\$1,240,000
Valuation	Replacement Cost
Inflation Guard %	4

**Liability**

IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
Limit	Included

**Accounts Receivable**

On-Premises Limit	\$25,000
Off-Premises Limit	25,000

**Condominium or Townhouse Association**

Association Created Time	CT1
State Act	By-Laws changed to conform to current state act

**Debris Removal**

Limit	25%/\$10,000
-------	--------------

**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name	Jane Gregory
Phone Number	203-788-1240

**Money and Securities**

On Premises Limit	\$5,000
Off Premises Limit	\$5,000

**Ordinance or Law - Increased Cost Of Construction**

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

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

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

On-Premises Limit	\$25,000
Off-Premises Limit	\$25,000

**Water Back-up and Sump Overflow**

**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019

Covered Property Limit	\$5,000
Business Income and Extra Expense Limit	\$5,000
<b>Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement</b>	
Coverage Description	Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 015**  
**Aspetuck Village**  
**New Milford, CT 06776**  
**Litchfield County**

**Property Deductible: \$5,000**  
**Wind/Hail Deductible: N/A**  
**Optional Coverages/Glass Deductible: \$500**  
**Classification: 69145 - Condominium - Residential Condominium (Association risk only)**

**COVERAGES:****Awnings Coverage**

Limit	\$2,500
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**Building Coverage**

Limit	\$1,240,000
Valuation	Replacement Cost
Inflation Guard %	4

**Liability**

IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
Limit	Included

**Accounts Receivable**

On-Premises Limit	\$25,000
Off-Premises Limit	25,000

**Condominium or Townhouse Association**

Association Created Time	CT1
State Act	By-Laws changed to conform to current state act

**Debris Removal**

Limit	25%/\$10,000
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**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name	Jane Gregory
Phone Number	203-788-1240

**Money and Securities**

On Premises Limit	\$5,000
Off Premises Limit	\$5,000

**Ordinance or Law - Increased Cost Of Construction**

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

Limit	\$10,000
-------	----------

**Outdoor Signs - Optional Coverage**

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

On-Premises Limit	\$25,000
Off-Premises Limit	\$25,000

**Water Back-up and Sump Overflow**

**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019

Covered Property Limit	\$5,000
Business Income and Extra Expense Limit	\$5,000
<b>Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement</b>	
Coverage Description	Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 016**  
**Aspetuck Village**  
**New Milford, CT 06776**  
**Litchfield County**

**Property Deductible: \$5,000**  
**Wind/Hail Deductible: N/A**  
**Optional Coverages/Glass Deductible: \$500**  
**Classification: 69145 - Condominium - Residential Condominium (Association risk only)**

**COVERAGES:****Awnings Coverage**

Limit	\$2,500
-------	---------

**Building Coverage**

Limit	\$1,240,000
Valuation	Replacement Cost
Inflation Guard %	4

**Liability**

IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
Limit	Included

**Accounts Receivable**

On-Premises Limit	\$25,000
Off-Premises Limit	25,000

**Condominium or Townhouse Association**

Association Created Time	CT1
State Act	By-Laws changed to conform to current state act

**Debris Removal**

Limit	25%/\$10,000
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**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name	Jane Gregory
Phone Number	203-788-1240

**Money and Securities**

On Premises Limit	\$5,000
Off Premises Limit	\$5,000

**Ordinance or Law - Increased Cost Of Construction**

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

Limit	\$10,000
-------	----------

**Outdoor Signs - Optional Coverage**

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

On-Premises Limit	\$25,000
Off-Premises Limit	\$25,000

**Water Back-up and Sump Overflow**

**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019

Covered Property Limit	\$5,000
Business Income and Extra Expense Limit	\$5,000
<b>Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement</b>	
Coverage Description	Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 017**  
**Aspetuck Village**  
**New Milford, CT 06776**  
**Litchfield County**

**Property Deductible: \$5,000**  
**Wind/Hail Deductible: N/A**  
**Optional Coverages/Glass Deductible: \$500**  
**Classification: 69145 - Condominium - Residential Condominium (Association risk only)**

**COVERAGES:****Awnings Coverage**

Limit	\$2,500
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**Building Coverage**

Limit	\$1,240,000
Valuation	Replacement Cost
Inflation Guard %	4

**Liability**

IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
Limit	Included

**Accounts Receivable**

On-Premises Limit	\$25,000
Off-Premises Limit	25,000

**Condominium or Townhouse Association**

Association Created Time	CT1
State Act	By-Laws changed to conform to current state act

**Debris Removal**

Limit	25%/\$10,000
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**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name	Jane Gregory
Phone Number	203-788-1240

**Money and Securities**

On Premises Limit	\$5,000
Off Premises Limit	\$5,000

**Ordinance or Law - Increased Cost Of Construction**

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

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

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

On-Premises Limit	\$25,000
Off-Premises Limit	\$25,000

**Water Back-up and Sump Overflow**

**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019

Covered Property Limit	\$5,000
Business Income and Extra Expense Limit	\$5,000
<b>Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement</b>	
Coverage Description	Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 018**  
**Aspetuck Village**  
**New Milford, CT 06776**  
**Litchfield County**

**Property Deductible: \$5,000**  
**Wind/Hail Deductible: N/A**  
**Optional Coverages/Glass Deductible: \$500**  
**Classification: 69145 - Condominium - Residential Condominium (Association risk only)**

**COVERAGES:****Awnings Coverage**

Limit	\$2,500
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**Building Coverage**

Limit	\$1,240,000
Valuation	Replacement Cost
Inflation Guard %	4

**Liability**

IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
Limit	Included

**Accounts Receivable**

On-Premises Limit	\$25,000
Off-Premises Limit	25,000

**Condominium or Townhouse Association**

Association Created Time	CT1
State Act	By-Laws changed to conform to current state act

**Debris Removal**

Limit	25%/\$10,000
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**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name	Jane Gregory
Phone Number	203-788-1240

**Money and Securities**

On Premises Limit	\$5,000
Off Premises Limit	\$5,000

**Ordinance or Law - Increased Cost Of Construction**

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

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

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

On-Premises Limit	\$25,000
Off-Premises Limit	\$25,000

**Water Back-up and Sump Overflow**

**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019

Covered Property Limit	\$5,000
Business Income and Extra Expense Limit	\$5,000
<b>Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement</b>	
Coverage Description	Refer to Form BP 14 04

**LOCATION: 001 BUILDING: 019**  
**Aspetuck Village**  
**New Milford, CT 06776**  
**Litchfield County**

**Property Deductible: \$5,000**  
**Wind/Hail Deductible: N/A**  
**Optional Coverages/Glass Deductible: \$500**  
**Classification: 69145 - Condominium - Residential Condominium (Association risk only)**

**COVERAGES:****Awnings Coverage**

Limit	\$2,500
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**Building Coverage**

Limit	\$500,000
Valuation	Replacement Cost
Inflation Guard %	4

**Liability**

IMPORTANT NOTE	THIS COVERAGE IS RATED BASED ON AN ESTIMATE AND IS SUBJECT TO AUDIT
Limit	Included

**Accounts Receivable**

On-Premises Limit	\$25,000
Off-Premises Limit	25,000

**Condominium or Townhouse Association**

Association Created Time	CT1
State Act	By-Laws changed to conform to current state act

**Debris Removal**

Limit	25%/\$10,000
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**Equipment Breakdown Coverage (HSB)**

Inspection Contact Name	Jane Gregory
Phone Number	203-788-1240

**Money and Securities**

On Premises Limit	\$5,000
Off Premises Limit	\$5,000

**Ordinance or Law - Increased Cost Of Construction**

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

Limit	\$10,000
-------	----------

**Outdoor Signs - Optional Coverage**

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

On-Premises Limit	\$25,000
Off-Premises Limit	\$25,000

**Water Back-up and Sump Overflow**

**BUSINESSOWNER'S POLICY  
DECLARATIONS**

Issued: 01/24/2019

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**Policy No.:** ASBP085891

**Effective Date:** 01/31/2019

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Covered Property Limit	\$5,000
Business Income and Extra Expense Limit	\$5,000
<b>Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement</b>	
Coverage Description	Refer to Form BP 14 04

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Issued: 01/24/2019

**Policy No.:** ASBP085891

**Effective Date:** 01/31/2019

**SECTION II – LIABILITY COVERAGES AND LIMITS OF INSURANCE**

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

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



Issued: 01/24/2019

**Policy No.:** ASBP085891

**Effective Date:** 01/31/2019

**POLICY WIDE COVERAGES AND LIMITS OF INSURANCE**

**Appurtenant Structures**

Limit \$50,000 combined Building/BPP

**Bed Bug-Kissing Bug Liability Coverage**

Limit Excluded

**Business Income & Extra Expense**

Limit Refer to form BP 99 41

**Condominiums, Co-ops, Associations - Directors and Officers Liability**

Name of the Association Aspetuck Condominium association

Annual Aggregate Limit of Insurance \$1,000,000

Deductible \$2,500

Retroactive Date 01/31/2019

Pending or Prior Litigation Date 01/31/2019

Claims Expense \$50,000

**Damage To Premises Rented To You**

Limit \$50,000

**Data Compromise**

Section 1 - Response Expenses -

Annual Aggregate Limit \$50,000

Named Malware (Sec. 1) Sublimit \$50,000

Forensic IT Review Sublimit 5000

Legal Review Sublimit 5000

PR Services Sublimit \$5,000

Response Expenses Deductible 1000

Section 2 - Defense & Liability -

Annual Aggregate Limit 50000

Named Malware (Sec. 2) Sublimit \$50,000

Defense & Liability Deductible 1000

**Electronic Data**

Limit \$10,000

**Employee Dishonesty**

Limit \$10,000

**Fire Department Service Charge**

Limit \$25,000

**Fire Extinguisher Systems Recharge Expense**

Limit \$5,000

**Forgery or Alteration**

Limit \$10,000

**Fungi, Wet Rot, Dry Rot & Bacteria (Mold)**

Property Limit \$15,000

Business Income/EE Number of Days 30

Liability Coverage Option Exclude Coverage

**Glass Expense**

Limit Actual Loss Sustained

**Interruption of Computer Operations**

Limit \$10,000

**Loss by Theft of furs, fur garments, garments trimmed with fur**

Limit \$2,500

**Loss by Theft of jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals**

Limit \$5,000

**Loss by Theft of patterns, dies, molds and forms**

Limit \$2,500

Issued: 01/24/2019

**Policy No.:** ASBP085891**Effective Date:** 01/31/2019**Money Orders and "Counterfeit Money"**

Limit	\$1,000
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**Newly Acquired Or Constructed Property - Buildings**

Limit	25% of Building Limit/Not more than \$500,000/Bldg
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**Newly Acquired Or Constructed Property - Business Personal Property**

Limit	\$250,000
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**Personal Effects**

Limit	\$5,000
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**Personal Property Off Premises**

Limit	\$10,000
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**Pollutant Clean Up and Removal**

Limit	\$10,000
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**Preservation of Property**

Limit	Within 30 Days
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**Terrorism**

Certified Acts	Exclude Coverage
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## BUSINESSOWNERS POLICY DECLARATIONS

Issued: 01/24/2019

**Policy No.:** ASBP085891

**Effective Date:** 01/31/2019

### SCHEDULE OF FORMS AND ENDORSEMENTS

<b><u>Form Number</u></b>	<b><u>Title</u></b>
IIT DS 01 05	Businessowners Policy Declarations
BP 00 03 01 10	Businessowners Coverage Form
BP IN 01 01 10	Businessowners Coverage Form Index
END SCHD	Schedule Of Forms And Endorsements
IL 99 00 08 13	Authorization and Attestation
IL P 001 01 04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholder
PRIV POL	Privacy Policy
BP 99 CT 01 18	CT Policy Customizations
BP 02 11 03 12	Connecticut Changes
BP 04 12 04 17	Limitation of Coverage to Designated Premises, Project or Operation
BP 04 17 01 10	Employment - Related Practices Exclusion
BP 05 01 07 02	Calculation Of Premium
BP 05 24 01 15	Exclusion Of Certified Acts Of Terrorism
BP 05 41 01 15	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
BP 05 42 01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
BP 14 04 01 10	Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement
BP 17 01 01 06	Condominium Association Coverage
BP 17 08 06 18	Connecticut Changes - Condominium Association Coverage
BP 99 04 01 10	Equipment Breakdown Coverage
BP 99 10 09 08	Exclusion – Liability for Hazards of Lead
BP 99 104 01 15	Connecticut - Condominiums, Co-ops, Associations - Directors and Officers Liability Endorsement
BP 99 108 01 15	Connecticut Equipment Breakdown Amendatory
BP 99 11 09 08	Exclusion – Bed Bug - Kissing Bug
BP 99 188 06 16	Deductible Endorsement - Property
BP 99 41 08 16	Business Income, Extra Expense and Related Coverages Limit of Insurance
BP 99 60 03 12	Water Back-up and Sump Overflow
BP 99 91 11 14	Data Compromise Coverage

**THIS ENDORSEMENT AUTHORIZES THE POLICY.**

## **AUTHORIZATION AND ATTESTATION**

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

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

Authorizing signatures

A handwritten signature in black ink, appearing to read "Michael J. Dulin".

Michael J. Dulin  
General Counsel and Secretary

A handwritten signature in black ink, appearing to read "Sy Foguel".

Sy Foguel, ACAS, FILAA  
Chief Executive Officer and President

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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

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

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

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

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

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

# Privacy Policy

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

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

Berkshire Hathaway GUARD Insurance Companies

AmGUARD Insurance Company

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

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

## Disclosing Information

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

## Securing Information

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

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

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

## **CT POLICY CUSTOMIZATIONS**

This endorsement modifies insurance provided under the following:

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

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

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

##### **Section I – Property**

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

##### **Section II – Liability**

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

Supplementary Payments - Loss Of Earnings \$250

\$500/day

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

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

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

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

1. Paragraph b.(2) is deleted.
2. Paragraph c. is deleted and replaced with the following:
  - c. For loss or damage by theft, the following types of property are covered only up to the limits shown:
    - (1) \$2,500 for furs, fur garments and garments trimmed with fur.
    - (2) \$5,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$500 or less per item.
    - (3) \$2,500 for patterns, dies, molds and forms.
3. Paragraph d. is added:
  - d. For loss or damage by any covered cause of loss, we will only pay up to \$2,500 per occurrence for awnings.

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

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

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000, unless a different limit is shown in the Declarations, for your liability for fire department service charges:

  - (1) Assumed by contract or agreement prior to loss; or
  - (2) Required by local ordinance.
2. The following is added to Paragraph i. – **Civil Authority**:

The most we will pay for loss of Business Income or Extra Expense caused by a reduction in your normal hours of operation required to comply with an action of civil authority that imposes a curfew in the area in which the premises are located is \$5,000.

3. Paragraph k. - **Forgery Or Alteration** - Paragraph (4) is replaced with the following:

(4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$10,000, unless a higher Limit of Insurance is shown in the Declarations.

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

- a. Paragraph (1) is deleted and replaced with the following:

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

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

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

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

- b. Paragraph (4) is deleted and replaced with the following:

(4) Dependent property means property owned by others whom you depend on to:



- (a) Deliver materials or services to you, or to others for your account. But services does not mean water, communication or power supply services;
- (b) Accept your products or services;
- (c) Manufacture your products for delivery to your customers under contract for sale; or
- (d) Attract customers to your business provided such property is located within 1,000 feet of the premises described in the Declarations or is the property of the lead tenant in a shopping center or shopping mall that includes such premises. The most we will pay under this paragraph (d) is \$2,500.

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

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

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

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

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

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

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

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

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

**c. Outdoor Property**

You may extend the insurance provided by this policy to apply to your outdoor:

- (1) Fences, trees, shrubs and plants, including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:
  - (a) Fire;
  - (b) Lightning;
  - (c) Explosion;
  - (d) Riot or Civil Commotion; or
  - (e) Aircraft.
- (2) Radio and television antennas (including satellite dishes), including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:
  - (a) Fire;
  - (b) Lightning;
  - (c) Windstorm (unless there is an exclusion endorsement excluding Windstorm applicable to the location where this endorsement also applies);
  - (d) Ice, Snow, Sleet or Hail (with respect to Hail, unless there is an exclusion endorsement excluding Hail applicable to the location where this endorsement also applies);
  - (e) Explosion;
  - (f) Riot or Civil Commotion; and
  - (g) Aircraft.

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

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

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

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

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

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

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

a higher Limit of Insurance for "valuable papers and records" is shown in the Declarations.

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

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

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

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

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

- (3) Paragraph **B. Exclusions** in **Section I – Property** does not apply to this Coverage Extension except for:

- (a) Paragraph **B.1.c. Governmental Action**;
- (b) Paragraph **B.1.d. Nuclear Hazard**;
- (c) Paragraph **B.1.f. War And Military Action**;
- (d) Paragraph **B.2.f. Dishonesty**;
- (e) Paragraph **B.2.g. False Pretense**;
- (f) Paragraph **B.2.o. Electrical Disturbance**
- (g) Paragraph **B.3.**; and
- (h) Paragraph **B.6. Accounts Receivable Exclusion**.

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

**g. Appurtenant Structures**

- (1) When there is a Building Limit of Insurance shown in the Declarations at the described premises, you may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage caused by or resulting from a Covered Cause of Loss to incidental appurtenant structures within 1,000 feet of the described premises.
- (2) When there is a Business Personal Property Limit of Insurance shown in the Declarations at the described premises, you may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage caused by or resulting from a Covered Cause of Loss

to Business Personal Property within incidental appurtenant structures within 1,000 feet of the described premises.

- (3) Incidental appurtenant structures include storage buildings, carports, garages and similar structures which have not been specifically described in the Declarations.

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

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

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

**q. Asbestos**

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

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

1. Paragraph **1. Outdoor Signs** Paragraph **d.** is replaced with the following:

The most we will pay for loss of or damage in any one occurrence is \$5,000, unless a higher Limit of Insurance for Outdoor Signs is shown in the Declarations.

2. Paragraph **3. – Employee Dishonesty** Paragraph **c.** is replaced with the following:

The most we will pay for loss or damage in any one occurrence is \$10,000, unless a higher Limit of Insurance for Employee Dishonesty is shown in the Declarations.

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

1. Under **Business Liability** Paragraph **f., Coverage Extension – Supplementary Payments**, Paragraph (1), sections (b), (c) and (d) are replaced with the following:

- (b) Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

- (c) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.

- (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

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

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

**a. Expected Or Intended Injury**

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

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

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

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

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

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

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

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

5. Under **1., Applicable To Business Liability Coverage**, Paragraph **p. Personal And Adver-**

**tising Injury**, Paragraph **(1)** is deleted and replaced with the following:

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

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

**(14)** Arising out of:

**(a)** Your placement of advertising for others on your web site or a link to or a reference to a web site or web address of others on your web site.

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

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

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

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

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

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

**r. Criminal Acts**

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

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

**t. Asbestos**

**(1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of an exposure or threat of exposure

to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the presence of asbestos;
  - (b) Arise out of any request, demand, order to statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an asbestos presence; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effect of an asbestos presence.

**u. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused. But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**v. Fungi Or Bacteria**

- (1) "Bodily Injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

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

1. Paragraph 2. is replaced with the following:
  2. The most we will pay for the sum of all damages because of all:
    - a. "Bodily injury", "property damage" and medical expenses, arising out of any one "occurrence" including "Bodily injury" and "property damage" under the "products-completed operations hazard"; and
    - b. "Personal and advertising injury" sustained by any one person or organization;

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

2. Paragraph 4. is replaced with the following:

**4. Aggregate Limits**

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

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

is twice the Liability and Medical Expenses-Each Occurrence limit shown in

the Declarations. This limit is shown in the declarations as "General Aggregate (other than Products and Completed Operations Aggregate)".

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

The Limits of Insurance of Section II – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

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

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

- a.** The statements in the Declaration are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

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

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

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

## **CONNECTICUT CHANGES**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

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

**1. The following are added to Paragraph E.2. Appraisal Property Loss Condition:**

- a.** You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal.
- b.** If the appraisers do not agree on the selection of an umpire within 15 days, they must request selection of an umpire by a judge of a court having jurisdiction.

**2. Paragraph E.8.a.(1)(b) Vacancy Property Loss Condition is replaced by the following:**

- (b)** When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant when 70% or more of its total square footage:

- (i)** Is not rented to a lessee or sub-lessee or is not used by the lessee or sub-lessee to conduct its customary operations; and/or
  - (ii)** Is not used by the building owner to conduct customary operations.

**3. Paragraph F.2. Mortgageholders Property General Condition is replaced by the following:**

**2. Mortgageholder's Interests And Obligations**

If loss hereunder is made payable, in whole or in part, to a designated mortgageholder not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgageholder a ten days' written notice of cancellation.

If you fail to render proof of loss such mortgageholder, upon notice, shall render proof of loss in the form specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If we claim that no liability existed as to the mortgagor or owner, we shall, to the extent of payment of loss to the mortgageholder, be subrogated to all the mortgageholder's rights of recovery, but without impairing mortgageholder's rights to sue; or we may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of such mortgageholder may be added hereto by agreement in writing.

**4. Paragraph E.5.g. of the Property Loss Conditions is replaced by the following:**

**E. Property Loss Conditions**

**5. Loss Payment**

- g.** We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all the terms of this Policy and:

- (1)** We have reached agreement with you on the amount of loss; or
  - (2)** An appraisal award has been made.

Prior to the expiration of the aforementioned time period, we may make partial payment towards the amount of loss as an advance payment, provided we and you agree to such advance payment in writing. The advance payment will be credited towards the total amount of covered loss or damage. An advance payment does not extend the time for payment of the total amount of covered loss or damage.

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

The term spouse is replaced by the following:

Spouse or party to a civil union recognized under Connecticut law.

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

1. Paragraph **A. Cancellation** is replaced by the following:

**A. Cancellation**

1. The Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

**2. Cancellation Of Policies In Effect For Less Than 60 Days**

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you 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. Cancellation Of Policies In Effect For 60 Days Or More**

- a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this policy by giving you written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Nonpayment of premium;

- (b) Conviction of a crime arising out of acts increasing the hazard insured against;

- (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim under the policy;

- (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or

- (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or

- (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Physical changes in the property which increase the hazard insured against;

- (b) A material increase in the hazard insured against; or

- (c) A substantial loss of reinsurance by us affecting this particular line of insurance.

- b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph 3.a.

- c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.

- d. Notice of cancellation will be sent or delivered by:

- (1) Registered mail;

- (2) Certified mail; or

- (3) Mail evidenced by a United States Post Office certificate of mailing.

4. We will give notice to you at your last mailing address known to us.

5. Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period will end on that date.
  6. If this policy is cancelled, we will send the 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. Notice of cancellation will state that the excess premium (if not tendered) will be refunded on demand.
  7. If notice is mailed, proof of mailing will be sufficient proof of notice.
2. The following paragraph is added and supersedes any provision to the contrary:
- M. Nonrenewal**
1. If we decide not to renew this policy, we will mail or deliver to you a written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.
  2. This notice will be delivered or sent by:
    - a. Registered mail;
    - b. Certified mail; or
    - c. Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.
  3. However, we are not required to send this notice if nonrenewal is due to your failure to pay any advance premium required for renewal.
- D.** The following paragraph is added to the Businessowners Coverage Form:
- If any conditions of The Standard Fire Insurance Policy of the State of Connecticut, as set forth in the General Statutes of Connecticut, are construed to be more liberal than any other policy condition, the conditions of The Standard Fire Insurance Policy will apply.
- E.** The following is added to any provision which uses the term actual cash value as it pertains to direct loss or damage to a covered building caused by a Covered Cause of Loss:
- The actual cash value immediately prior to the time of such loss or damage shall be the amount which it would cost to repair or replace such building with material of like kind and quality, minus reasonable depreciation. Depreciation, as used herein, means a decrease in value over a period of time due to wear and tear.



**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:

BUSINESSOWNERS COVERAGE FORM

### **SCHEDULE**

<b>A. Premises:</b>  <div style="text-align: center; padding: 10px;">As per schedule of locations listed on the policy</div>
<b>B. Project Or Operation:</b>  <div style="height: 40px;"></div>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Liability** is amended as follows:

**A. Paragraph A.1.b.(1)** is replaced by the following:

- (1)** To "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
  - (a)** The "bodily injury" or "property damage":
    - (i)** Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
    - (ii)** Arises out of the project or operation shown in the Schedule;
  - (b)** The "bodily injury" or "property damage" occurs during the policy period; and

- (c)** Prior to the policy period, no insured listed under Paragraph **C.1. 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 before the policy period.

**B. Paragraph A.1.b.(2)** is replaced by the following:

- (2)** To "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
  - (a)** The offense arises out of your business:
    - (i)** Performed on the premises shown in the Schedule; or

- (ii) In connection with the project or operation shown in the Schedule; and
- (b) The offense was committed during the policy period.

However, with respect to Paragraph **A.1.b.(2)(a)(i)**, if the "personal and advertising injury" is caused by:

- (a) False arrest, detention or imprisonment; or
- (b) 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.

**C. Paragraph A.2.a. Medical Expenses** 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.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

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

This insurance does not apply to "bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The following is added:

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

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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### **SCHEDULE**

The **Exception Covering Certain Fire Losses** (Paragraph **B.2.**) applies to property located in the following state(s):

Connecticut

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

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

**1.** 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:

- 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.

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

**B.** The following provisions are added to Businessowners Standard Property Coverage Form **BP 00 01**, Businessowners Special Property Coverage Form **BP 00 02** or **Section I – Property** of Businessowners Coverage Form **BP 00 03**:

**1.** 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.

## 2. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.1.** 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 Additional Coverages.

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.

**C.** The following provision is added to the Businessowners Liability Coverage Form **BP 00 06** or **Section II – Liability** of the Businessowners Coverage Form **BP 00 03**:

**1.** 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".

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

For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.

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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

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

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

This insurance does not apply to:

**TERRORISM**

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

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

b. Protracted and obvious physical disfigurement; or

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

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

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

**B.** The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.

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

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- b. The act resulted in damage:
  - (1) Within the United States (including its territories and possessions and Puerto Rico); or
  - (2) Outside of the United States in the case of:
    - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

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

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

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

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



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

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

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

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

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

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

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

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

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

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

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

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

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

## **WINDSTORM OR HAIL LOSSES TO ROOF SURFACING – ACTUAL CASH VALUE LOSS SETTLEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### **SCHEDULE**

Location 001, Building 001  
Location 001, Building 002  
Location 001, Building 003  
Location 001, Building 004  
Location 001, Building 005  
Location 001, Building 006  
Location 001, Building 007  
Location 001, Building 008  
Location 001, Building 009  
Location 001, Building 010  
Location 001, Building 011  
Location 001, Building 012  
Location 001, Building 013  
Location 001, Building 014  
Location 001, Building 015  
Location 001, Building 016  
Location 001, Building 017  
Location 001, Building 018  
Location 001, Building 019

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

The following provision applies to **Section I – Property** with respect to the Building(s) identified in the Schedule:

The following is added to Paragraph **E.5.d.(3)** of the **Loss Payment** Property Loss Condition in **Section I – Property**:

- (f) Roof surfacing, if the loss or damage to roof surfacing is caused by windstorm or hail.

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

## **CONDOMINIUM ASSOCIATION COVERAGE**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

**A. Paragraph A.1.a. Building in Section I – Property**  
is replaced by the following:

**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. Paragraph A.1.b. Business Personal Property in Section I – Property** is replaced by the following:

**b. Business Personal Property** located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

- (1)** Personal property owned by you or owned indivisibly by all unit-owners;
- (2)** Your interest in the labor, materials or services furnished or arranged by you on personal property of others;
- (3)** Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.

Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered below.

This also includes property of others that is in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**.

- C. The following is added to the **Loss Payment Condition** in **Section I – Property**:

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.

- D. The following is added to the **Property Loss Conditions** in **Section I – Property**:

**9. 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.

- E. The following is added to Paragraph **C. – Who Is An Insured** in **Section II – Liability**:

3. Each individual unit-owner of the insured condominium, but only for 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.

- F. The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions**:

**3. 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.

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

## **CONNECTICUT CHANGES – CONDOMINIUM ASSOCIATION COVERAGE**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

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

1. Paragraph **A.1.a. Building** is replaced by the following:
  - 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.

2. Paragraph **A.1.b. Business Personal Property** is replaced by the following:

- b. Business Personal Property located in or on the buildings or structures described in the Declarations or in the open (or in a vehicle) within 100 feet of the buildings or structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, 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; or
  - (3) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.

Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered below.

This also includes property of others that is in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**.

3. Paragraph **E.4. Legal Action Against Us** Property Loss Condition is replaced by the following:

**4. Legal Action Against Us**

No one may bring a legal action against us under this insurance unless there has been full compliance with all of the terms of this insurance and the action is brought:

- a. Within two years after the date on which the direct physical loss or damage occurred, except as provided in Paragraph **b**.
- b. No later than one year after the date you receive written denial for all or any part of a claim for foundation deterioration due to the presence of pyrrhotite.

4. The following is added to Paragraph **E.5. Loss Payment** Property Loss Condition:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee designated for that purpose. If we pay the trustee, the payments will satisfy your claims against us.

5. Paragraphs **b., f. and g.** under **F.2. Mortgageholders** Property General Condition are replaced by the following:

- b. If the condominium is terminated, 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.

In all other respects, we will pay for loss to buildings or structures to you or the insurance trustee designated for that purpose in accordance with the Loss Payment Property Loss Condition in Section **I – Property**.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least 60 days before the effective date of cancellation.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 60 days before the expiration or anniversary date of this policy.

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

The following is added to Paragraph **C. Who Is An Insured**:

3. The developer in the developer's capacity as a unit-owner, but only with respect to the developer's liability arising out of:

- a. The ownership, maintenance or repair of that portion of the premises which is not owned solely by the developer; or
- b. The developer's membership in the association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.

4. Each other unit-owner of the described condominium but only with respect to that person's liability arising out of the ownership, maintenance or repair of that portion of the premises which is not owned solely by the unit-owner or out of that person's membership in the association.

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

1. Paragraphs **2, 3. and 4.** under **A. Cancellation** are replaced by the following:

2. We may cancel this policy by mailing or delivering written notice of cancellation, at least 60 days before the effective date of cancellation, to:

- a. The Named Insured; and
- b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

3. We will mail or deliver such notice to each last mailing address known to us.

4. Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period will end on that date.

2. The following is added to Paragraph **H. Other Insurance**:

**4. Unit-owner's Insurance**

A unit-owner may have other insurance covering the same property or "bodily injury", "property damage", "personal and advertising injury" as this insurance. This insurance is intended to be primary and not to contribute with such other insurance.

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

We waive our rights to recover payment against:

- a. Any unit-owner, including the developer, and members of his or her household;
- b. The Association; and
- c. Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.

4. The following paragraphs are added:

**M. Nonrenewal**

- 1. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for nonrenewal, at least 60 days before the expiration or anniversary date of this policy, to:
  - a. The Named Insured; and

- b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

2. We will mail or deliver such notice to each last mailing address known to us.

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

**N. Act Or Omission**

No act or omission by any unit-owner will void this policy or be a condition to recovery under this policy. But this condition does not apply to unit-owners acting within the scope of their authority on behalf of the Association.

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

## **EQUIPMENT BREAKDOWN COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNER'S COVERAGE FORM

**A.** The following is added to **Paragraph A.3. Covered Causes of Loss** in **SECTION I – PROPERTY**:

**Additional Coverage-- Equipment Breakdown**

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident." As used in this Additional Coverage, "accident" means a fortuitous event that causes direct physical damage to "covered equipment." The event must be one of the following:
  - a. mechanical breakdown, including rupture or bursting caused by centrifugal force;
  - b. artificially generated electrical, magnetic or electromagnetic energy, including electric arcing, that damages, disturbs, disrupts or otherwise interferes with any electrical or electronic wire, device, appliance, system or network;
  - c. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
  - d. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
  - e. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
2. Unless otherwise shown in a Schedule, the following coverages also apply to the direct result of an "accident." These coverages do not provide additional amounts of insurance.

**a. Expediting Expenses**

With respect to your damaged Covered Property, we will pay the reasonable extra cost to:

- (1) make temporary repairs; and
- (2) expedite permanent repairs or permanent replacement.

The most we will pay for loss or expense under this coverage is \$25,000 unless otherwise shown in a Schedule.

**b. Hazardous Substances**

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in **2.c.(1)(b)** below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.



## **BUSINESSOWNER'S – Equipment Breakdown Coverage Endorsement**

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The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$25,000 unless otherwise shown in a Schedule.

### **c. Spoilage**

(1) We will pay:

- (a) for physical damage to “perishable goods” due to spoilage;
  - (b) for physical damage to “perishable goods” due to contamination from the release of refrigerant, including but not limited to ammonia;
  - (c) any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- (2) If you are unable to replace the “perishable goods” before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the “perishable goods” at the time of the “accident,” less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Loss Payment condition.

The most we will pay for loss, damage or expense under this coverage is \$25,000 unless otherwise shown in a Schedule.

### **d. Data Restoration**

We will pay for your reasonable and necessary cost to research, replace and restore lost “electronic data.”

The most we will pay for loss or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$25,000 unless otherwise shown in a Schedule.

### **e. Service Interruption**

- (1) Any insurance provided for Business Income, Extra Expense or Spoilage is extended to apply to your loss, damage or expense caused by the interruption of utility services. The interruption must result from an “accident” to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord’s utility or other supplier who provides 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 or data transmission. The equipment must meet the definition of “covered equipment” except that it is not Covered Property.
- (2) Unless otherwise shown in a Schedule, coverage for any loss of Business Income you sustain that results from the interruption of utility services will not apply unless the failure or disruption of service exceeds 24 hours immediately following the “accident.” If the interruption exceeds 24 hours, coverage will begin at the time of the interruption and the deductible applicable to Business Income will apply.
- (3) The most we will pay in any “one accident” for loss, damage or expense under this coverage is the applicable limit for Business Income, Extra Expense or Spoilage, except that if a limit is shown in a Schedule for Service Interruption, that limit will apply to Business Income and Extra Expense loss under this coverage.

### **f. Business Income and Extra Expense**

Any insurance provided under this policy for Business Income or Extra Expense is extended to the coverage provided by this endorsement. However, if a deductible is shown in a Schedule, then as respects Equipment Breakdown coverage, the “period of restoration” will begin immediately after the “accident,” and the deductible shown in the Schedule will apply.

The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense, unless otherwise shown in a Schedule.

**B.** The following is added to **Paragraph B. Exclusions**:

**Equipment Breakdown Exclusions**

All exclusions in the Businessowners Coverage Form apply except as modified below and to the extent that coverage is specifically provided by this Additional Coverage Equipment Breakdown.

1. The following exclusions are modified:
  - a. As respects this endorsement only, the next to the last paragraph in **Exclusion B.1.h.** is deleted and replaced with the following:  
However, if excluded loss or damage, as described in **Paragraph (1)** above results in an "accident," we will pay only for the loss, damage or expense caused by such "accident."
  - b. As respects this endorsement only, the last paragraph of **Exclusion B.2.I.** is deleted and replaced with the following:  
But if an excluded cause of loss that is listed in 2.I.(1) through (7) results in an "accident," we will pay for the loss, damage or expense caused by that "accident."
  - c. The following is added to **Exclusions B.2.m.** and **B.2.n.**:  
We will also pay for direct physical loss or damage caused by an "accident."
2. The following exclusions are added:
  - a. We will not pay for loss, damage or expense caused by or resulting from:
    - (1) a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment; or
    - (2) any of the following:
      - (a) defect, programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving "electronic data" of any kind; or
      - (b) misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.  
However, if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident."
  - b. With respect to Service Interruption coverage, we will also not pay for an "accident" caused by or resulting from: fire; lightning; windstorm or hail; explosion (except as specifically provided in A.1.c. above); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.
  - c. With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for:
    - (1) loss caused by your failure to use due diligence and dispatch and all reasonable means to resume business; or
    - (2) any increase in loss resulting from an agreement between you and your customer or supplier.

**C. Deductibles**

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown in a Schedule. If a separate Equipment Breakdown deductible is shown, the following applies.

Only as regards Equipment Breakdown Coverage, provision **D. Deductibles** is deleted and replaced with the following:

**1. Deductibles for Each Coverage**

- a. Unless the Schedule indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one accident."
- b. We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the Schedule. We will then

pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.

- c. If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident," only the highest deductible for each coverage will apply.

**2. Direct and Indirect Coverages**

- a. Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the Schedule.
- b. Unless more specifically indicated in the Schedule:
  - (1) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
  - (2) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

**3. Application of Deductibles**

**a. Dollar Deductibles**

We will not pay for loss, damage or expense resulting from any "one accident" until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.

**b. Time Deductible**

If a time deductible is shown in the Schedule, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident." If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

**c. Multiple of Average Daily Value (ADV)**

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:  
The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration". The number indicated in the Schedule will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

**d. Percentage of Loss Deductibles**

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

**D. Conditions**

The following conditions are in addition to the Conditions in the Businessowners Coverage Form.

**1. Suspension**

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment." This can be done by mailing or delivering a written notice of suspension to:

- a. your last known address; or

- b. the address where the “covered equipment” is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that “covered equipment.” If we suspend your insurance, you will get a pro rata refund of premium for that “covered equipment” for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

**2. Jurisdictional Inspections**

If any property that is “covered equipment” 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.

**3. Environmental, Safety and Efficiency Improvements**

If “covered equipment” requires replacement due to an “accident,” we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

**4. Coinsurance**

If a coinsurance percentage is shown in a Schedule for specified coverages, the following condition applies.

We will not pay for the full amount of your loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, we will determine what percentage this calculated product is compared to the applicable limit and apply that percentage to the gross amount of loss. We will then subtract the applicable deductible. The resulting amount, or the applicable limit, is the most we will pay. We will not pay for the remainder of the loss. Coinsurance applies separately to each insured location.

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

**1. “Boilers and vessels” means:**

- a. Any boiler, including attached steam, condensate and feedwater piping; and
- b. Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this endorsement, but may appear in a Schedule.

**2. “Covered equipment”**

- a. “Covered equipment” means, unless otherwise specified in a Schedule, Covered Property:
  - (1) that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or
  - (2) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- b. None of the following is “covered equipment”:
  - (1) structure, foundation, cabinet, compartment or air supported structure or building;
  - (2) insulating or refractory material;
  - (3) sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
  - (4) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - (5) “vehicle” or any equipment mounted on a “vehicle”;
  - (6) satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
  - (7) dragline, excavation or construction equipment; or
  - (8) equipment manufactured by you for sale.

3. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
4. "One accident" means: If an initial "accident" causes other "accidents," all will be considered "one accident." All "accidents" that are the result of the same event will be considered "one accident."
5. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
6. "Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus. This term does not appear elsewhere in this endorsement, but may appear in a Schedule.
7. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."

The most we will pay for loss, damage or expense under this endorsement arising from any "one accident" is the applicable Limit of Insurance in the Declarations unless otherwise shown in a Schedule. Coverage provided under this endorsement does not provide an additional amount of insurance.

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

## **EXCLUSION – LIABILITY FOR HAZARDS OF LEAD**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNER'S COVERAGE FORM**

The following is added to **Paragraph B.1., Exclusions in SECTION II – LIABILITY:**

This insurance does not apply to:

"Bodily Injury" caused in whole or in part, either directly or indirectly, by lead paint or lead contamination, or arising out of or incidental to the inhalation, ingestion, use, handling or contact with lead paint or lead contamination.

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

# **CONNECTICUT - CONDOMINIUMS, CO-OPS, ASSOCIATIONS – DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT**

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNER'S COVERAGE FORM**

## **SCHEDULE**

<b>Named Association:</b> Aspetuck Condominium association		
<b>Directors And Officers Liability Annual Aggregate Limit Of Insurance:</b> \$ 1,000,000		
<b>Supplemental Limit:</b> \$		
<b>Deductible:</b> \$ 2,500		
<b>Pending Or Prior Litigation Date:</b> 01/31/2019		<b>Retroactive Date:</b> 01/31/2019
<input type="checkbox"/>	<b>Extended Reporting Period</b>	<b>Extended Reporting Premium</b>
<b>From:</b>		\$
<b>To:</b> At 12:01 A.M.* Standard		
* Exceptions: 12:00 noon in Maine, Michigan and North Carolina.		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

For the purposes of the coverage provided by this endorsement, **Section II – Liability** is amended as follows:

**A. The following are added to Paragraph A. Coverages:**

**1. Insuring Agreement – Management Liability**

- a.** We will pay on behalf of an "insured person" any "loss" which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during the applicable Extended Reporting Period, if purchased, as described in Paragraph **G.**, except to the extent that the "association" has indemnified the "insured person" for such "loss".

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

- b.** If a "claim" against an "insured person" includes a "claim" against the "insured person's" spouse (whether such status is derived by reason of statutory or common law, or any other law of any country) solely by reason of:

- (1)** Such spousal status; or
- (2)** Such spouse's ownership interest in property or assets that are sought as recovery for the "wrongful act" committed or allegedly committed by the "insured person";

all "loss" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this endorsement as "loss" which the "insured person" becomes legally obligated to pay as a result of the "claim" made against such "insured person". Such "loss" to the spouse will be covered under this endorsement only if and to the extent that such "loss" would be covered if incurred by the "insured person".

However, this Paragraph **b.** does not apply to a "claim" arising out of any "wrongful act" committed or allegedly committed by the "insured person's" spouse.

- c.** This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:

- (1)** The estate, heirs or legal representatives of a deceased "insured person"; and
- (2)** The legal representative of that "insured person" in the event of incompetency, insolvency or bankruptcy.

However, this Paragraph **c.** only applies to "claims" if and to the extent that, in the absence of such death, incompetency, insolvency or bankruptcy of the "insured person", such "claims" would have been covered by this insurance according to all applicable terms, conditions and exclusions.

## **2. Insuring Agreement – Association Reimbursement**

We will pay on behalf of the "association" any "loss" for which the "association" has indemnified an "insured person", as permitted or required by law, and which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" (or an "insured person's" spouse or any other party granted the rights of an "insured person" under Paragraph **1.**) during the policy period or during the applicable Extended Reporting Period, if purchased, as described in Paragraph **G.**

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

## **3. Insuring Agreement – Association Liability**

We will pay on behalf of the "association" any "loss" which the "association" becomes legally obligated to pay as a result of a "claim" first made against the "association" during the policy period or during the applicable Extended Reporting Period, if purchased, as described in Paragraph **G.**

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "association" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

## **4. Defense And Settlement**

We will have the right and duty to defend any "claim" made against the insured under Paragraph **A.** of this endorsement. However, we will have no duty to defend the insured against any "claim" because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim".

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more "insured persons" shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made pursuant to Paragraph **E.** or notice of such "wrongful act" or "interrelated wrongful acts" was first reported pursuant to Paragraph **E.**

- B.** For the purposes of the coverage provided by this endorsement, Paragraph **B. Exclusions**, Subparagraph **1. Applicable To Business Liability Coverage** is replaced by the following:

This insurance does not apply to any "loss" resulting from any "claim":

- a.** Arising out of any dishonest, malicious, fraudulent or deliberately criminal act or any willful violation of any statute or regulation.
- b.** For "bodily injury".
- c.** For mental or emotional distress, except when allegations of mental or emotional distress are made in a "claim" arising from a "wrongful employment practices act".
- d.** For "property damage".
- e.** Arising out of the gaining of any profit, remuneration or advantage to which any insured was not legally entitled.
- f.** Arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Schedule.
- g.** Arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given:
  - (1)** During a prior policy period of this policy; or
  - (2)** Under any insurance policy of which this policy is a replacement.



- h. Arising out of any demand, "suit" or other proceeding against any insured which was pending on or existed prior to the applicable Pending Or Prior Litigation Date shown in the Schedule, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such demand, "suit" or other proceeding.
- i. Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.
- j. Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.
- k. Brought by or on behalf of the "association" or any "insured person", in any capacity, except:
  - (1) A "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association"; or
  - (2) A "claim" arising out of a "wrongful employment practices act".
- l. For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local or statutory law or common law.
- m. For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:
  - (1) The "association" would have been liable in the absence of such contract or agreement; or
  - (2) Allegations of liability or breach of such contract or agreement are made in a "claim" arising out of a "wrongful employment practices act";
- n. Arising out of "personal and advertising injury".
- o. Arising out of:

- (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
- (2) Any 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
- (3) A "claim" made or "suit" brought by or on behalf of any 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";

including without limitation any "claim" by or on behalf of the "association".

- p. Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.

A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in this Paragraph B.

- C. For the purposes of the coverage provided by this endorsement, Paragraph C. **Who Is An Insured** is replaced by the following:

- 1. The "association" is an insured.
- 2. "Insured persons" are insureds.

- D. For the purposes of the coverage provided by this endorsement, Paragraph D. **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

**1. Annual Aggregate Limit Of Insurance**

The most we will pay for the sum of all "loss" under Paragraphs A.1., A.2. and A.3. is the Directors And Officers Liability Annual Aggregate Limit of Insurance shown in the Schedule. This limit applies regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or
- c. Persons, organizations or government agencies making "claims" or bringing "suits".

If the aggregate Limit of Insurance is exhausted by the payment of "loss", we will have no further obligations or liability of any kind under this endorsement.

"Claims expenses" are part of the "loss" and are payable within the Limit of Insurance shown in the Schedule, thereby reducing that Limit.

**2. Deductible**

Subject to Paragraph **D.1.** of this endorsement, we will pay only that amount of "loss" which is in excess of the Deductible shown in the Schedule. The Deductible will be borne by the insureds, uninsured and at their own risk. A single deductible will apply to all "loss" resulting from all "claims" alleging the same "wrongful acts" or "interrelated wrongful acts".

If the "association" is permitted or required by law to indemnify an "insured person" for "loss", but fails or refuses, other than for reason of "financial insolvency", then our payment for such "loss" will not be subject to any deductible and the "association" shall be responsible for, and shall hold us harmless from, and shall reimburse us for such "loss" up to the deductible shown in the Schedule.

- E.** For the purposes of the coverage provided by this endorsement, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** condition is replaced by the following:

**Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim**

- 1.** You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a "claim". To the extent possible, notice should include:
  - a.** How, when and where the "wrongful act" took place;
  - b.** The names and addresses of any person involved in the specific "wrongful act", including names and addresses of the potential claimants;
  - c.** Particulars as to the reasons for anticipating a "claim" which may result from such specific "wrongful act";
  - d.** The nature of the alleged or potential damages arising from such specific "wrongful act"; and
  - e.** The circumstances by which the insureds first became aware of the specific "wrongful act".
- 2.** If a "claim" is received by any insured, you must:
  - a.** Immediately record the specifics of the "claim" and the date received; and
  - b.** Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

- 3.** You and any other involved insured must:

- a.** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- b.** Authorize us to obtain records and other information;
- c.** Cooperate with us in the investigation or settlement of the "claim"; and
- d.** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "wrongful acts" to which this insurance may also apply.

- 4.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our written consent.

- F.** For the purposes of the coverage provided by this endorsement, the following is added to Paragraph **E. Liability And Medical Expenses General Conditions:**

**Consent To Settle**

If we recommend a settlement to the insured which is acceptable to the claimant, but to which the insured does not consent, the most we will pay as damages in the event of any later settlement or judgment is the amount for which the "claim" could have been settled, to which the insured did not give consent, plus "claims expenses" incurred as of the date such settlement was proposed in writing by us to the insured.

- G.** For the purposes of the coverage provided by this endorsement, the following is added to **Section II – Liability:**

**Your Right To Claim And Act, Error Or Omission Information**

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding condominium, co-ops, associations – directors and officers liability claims-made coverage endorsement we have issued to you during the period beginning four years prior to the date of "termination of coverage" and ending six months prior to that date:

- a. A list or other record of each act, error or omission not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** in Paragraph E. **Liability And Medical Expenses General Conditions** in **Section II – Liability**. We will include the date and brief description of the act, error or omission if that information was in the notice we received.
- b. A summary by policy year of payments made and amounts reserved, stated separately, under the Aggregate Limit.
- c. A report which includes written premiums and pricing information.

Amounts reserved as based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this endorsement:

- a. For reasons other than those requiring 10 days' notice, we will provide such information to the first Named Insured or the first Named Insured's authorized agent no later than the date of the notice of policy termination.
- b. Where 10 days' notice is required, the reports shall be provided within 60 days of receipt of the written request from the first Named Insured or the first Named Insured's agent.

In other circumstances, we will provide this information only if we receive a written request from the first Named Insured or the first Named Insured's authorized agent or broker. In this case, we will provide this information within 60 days of receipt of the request.

We compile "claim" and act, error or omission information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers or others to whom this information is furnished by or on behalf of any insured. "Termination of coverage" will be effective even if we inadvertently provide inaccurate information.

#### **H. Extended Reporting Periods**

- 1. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added:

- a. We will provide one or more Extended Reporting Periods, as described below, if there is a "specified renewal, replacement or termination of coverage".
- b. Extended Reporting Periods do not extend the policy period or change the scope of the coverage provided. They apply only to "claims" for acts, errors or omissions that were first committed before the date the "specified renewal, replacement or termination of coverage" takes effect, but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Periods may not be cancelled.
- c. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the date the "specified renewal, replacement or termination of coverage" takes effect, and lasts for 30 days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".
- d. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- e. A Supplemental Extended Reporting Period of up to five years is available, but only for an additional charge. The supplemental period lasts for up to five years starting when the Basic Extended Reporting Period, set forth in Paragraph c., ends.
- f. We will provide you with written notice of the availability of, premium for, and the importance of purchasing Supplemental Extended Reporting Period coverage. We will do so no earlier than the date of notification of the "specified renewal, replacement or termination of coverage" nor later than 15 days after the date the "specified renewal, replacement or termination of coverage" takes effect.
- g. You have the greater of 30 days from the effective date of the "specified renewal, replacement or termination of coverage" or 15 days from the date of mailing or delivery of our notice described in Paragraph f. to provide us with written acceptance of the Supplemental Extended Reporting Period coverage.

Where premium is due to us for coverage under this policy, any monies received by us from you as payment for the Supplemental Extended Reporting Period shall be first applied to such premium owed for this policy.

- h. The Supplemental Extended Reporting Period will not go into effect until any premium you owe for the policy is paid in full and unless:

- (1) You pay the additional premium for the Supplemental Extended Reporting Period promptly when due; and
- (2) You provide us with written acceptance of the Supplemental Extended Reporting Period coverage in accordance with Paragraph g.

- i. We will determine the additional premium for the Supplemental Extended Reporting Period in accordance with our rules and rates. In doing so, we may take into account the following:

- (1) The exposures insured;
- (2) Previous types and amounts of insurance;
- (3) Limit of Insurance available under this endorsement for future payment of damages; and
- (4) Other related factors.

The additional premium may not exceed 200% of the annual premium for this endorsement.

- j. When the Supplemental Extended Reporting Period is in effect, we will provide a Supplemental Limit of Insurance for any "claim" first made during the Supplemental Extended Reporting Period.

The Supplemental Limit of Insurance will be equal to the dollar amount shown in the Schedule of this endorsement under the Directors And Officers Liability Annual Aggregate Limit Of Insurance.

Paragraph D.1. of this endorsement will be amended accordingly.

2. The provisions of this Paragraph 2. apply, and supersede any other provisions of this endorsement to the contrary, when the Supplemental Extended Reporting Period goes into effect.

- a. A Supplemental Extended Reporting Period is provided, as described in Paragraph H. Extended Reporting Periods.
- b. A Supplemental Limit of Insurance applies, as set forth in Paragraph 2.c. below, to "claims" first made during the Supplemental Extended Reporting Period. The limit is equal to the Directors And Officers Liability Annual Aggregate Limit Of Insurance entered in the Schedule.

- c. Paragraph D.1. of this endorsement is replaced by the following:

**1. Limits Of Insurance**

The most we will pay for the sum of all "loss" under Paragraphs A.1., A.2. and A.3. is the Directors And Officers Liability Annual Aggregate Limit of Insurance shown in the Schedule. This limit applies regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or
- c. Persons, organizations or government agencies making "claims" or bringing "suits".

However, the Directors And Officers Liability Annual Aggregate Limit Of Insurance does not apply to "claims" to which the Supplemental Limit Of Insurance applies.

The Supplemental Limit Of Insurance is the most we will pay for the sum of all "loss" under Paragraphs A.1., A.2. and A.3. for all "claims" first made during the Supplemental Extended Reporting Period.

If the Directors And Officers Liability Annual Aggregate Limit of Insurance is exhausted by the payment of "loss", we will have no further obligations or liability of any kind under this endorsement with respect to "claims" first made during the policy period or the Basic Extended Reporting Period.

If the Supplemental Limit Of Insurance is exhausted by the payment of "loss", we will have no further obligations or liability of any kind under this endorsement with respect to "claims" first made during the Supplemental Extended Reporting Period.

If both the Directors And Officers Liability Annual Aggregate Limit of Insurance and the Supplemental Limit Of Insurance are exhausted by the payment of "loss", we will have no further obligations or liability of any kind under this endorsement.

"Claims expenses" are part of the "loss" and are payable within the applicable Limit of Insurance shown in the Schedule, thereby reducing that Limit.

- I. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph F. Liability And Medical Expenses Definitions of Section II - Liability:

1. "Association" means the entity named in the Schedule as the named association.
2. "Claim" means:
  - a. A written demand for monetary damages against any insured;
  - b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;
  - c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or
  - d. A formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order or similar document;for a "wrongful act", including any appeal therefrom.
3. "Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".
4. "Financial insolvency" means the status of the "association" resulting from:
  - a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or
  - b. The "association" becoming a debtor in possession.
5. "Insured person" means any former, present or future director, officer, trustee, employee or volunteer of the "association".
6. "Interrelated wrongful act" means all causally connected "wrongful acts".
7. "Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments. "Loss" does not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, taxes or matters that are uninsurable pursuant to applicable law.
8. "Wrongful act" includes a "wrongful employment practices act" and means:
  - a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.
  - b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association".
9. "Wrongful employment practices act" means any actual or alleged:
  - a. Wrongful dismissal, discharge or termination of employment;
  - b. Breach of any implied employment contract;
  - c. Employment-related misrepresentation;
  - d. Violation of any federal, state or local statute, regulation, ordinance or common law concerning employment or discrimination in employment;
  - e. Sexual harassment (as that term is defined by the Federal Equal Employment Opportunity Commission) or other illegal workplace harassment;
  - f. Wrongful failure to employ or promote;
  - g. Wrongful reference, discipline or deprivation of a career opportunity;
  - h. Failure to adopt adequate workplace or employment policies and procedures; or
  - i. Illegal retaliatory treatment.
10. "Termination of coverage" means, whether made by the insurer or the insured at any time:
  - a. Cancellation or nonrenewal of this endorsement; or
  - b. A decrease in the Directors And Officers Liability Annual Aggregate Limit of Insurance shown in the Schedule of this endorsement;
  - c. An increase in the deductible or self-insured retention shown in the Schedule of this endorsement;
  - d. A new exclusion, a reduction in coverage or any other change made to the coverage provided under this endorsement which is less favorable to you; or

- e. If we renew or replace this endorsement with insurance that:
  - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
  - (2) Does not apply to "wrongful acts" on a claims-made basis.
- 11. "Specified renewal, replacement or termination of coverage" means:
  - a. A "termination of coverage"; or
  - b. If we renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
    - (2) Does not apply to "wrongful acts" on a claims-made basis.
- J. For the purposes of the coverage provided by this endorsement, the definition of "suit" in Paragraph **F. Liability And Medical Expenses Definitions** is replaced by the following:

"Suit" means a civil proceeding in which damages because of a "wrongful act" 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.

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

## **CONNECTICUT AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **EQUIPMENT BREAKDOWN COVERAGE**

Additional Coverage – Equipment Breakdown **A.2.c.**  
Spoilage is replaced by the following:

#### **c. Spoilage**

**(1) We will pay:**

- (a)** For physical damage to “perishable goods” due to spoilage;
- (b)** For physical damage to “perishable goods” due to contamination from the release of refrigerant, including but not limited to ammonia;
- (c)** Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- (d)** If Service Interruption is covered, for “perishable goods” that is perishable food donated to a temporary emergency shelter operated or supervised by a municipality or the state during a state of emergency for a limited time period, if all of the following apply:
  - (i)** The Governor proclaims that a state of emergency exists;
  - (ii)** As a result or as part of such emergency, an electrical outage or interruption of electrical service to the described premises has occurred and is forecast by the electric supplier to the described premises to last longer at the described premises than the time period prescribed by the Department of Public Health or local director of health, or an authorized agent thereof, for the safe handling of perishable food;

**(iii) Such perishable food:**

- 1.** Has not been deemed to be adulterated, as defined in section 21a-101 of the Connecticut General Statutes by the Department of Consumer Protection or its authorized agent, and has not been embargoed or ordered to be destroyed, by the Department of Public Health or a local director of health or authorized agent thereof;
- 2.** Is fit for human consumption; and
- 3.** Is donated prior to the expiration of the time period described in subparagraph (ii) above;

**(iv) You provide us written documentation from such shelter that states the date and time of such donation; and**

**(v) Your food establishment donating the perishable food is classified as class III or class IV pursuant to regulations adopted under section 19a-36 of the Connecticut General Statutes.**

- (2) If you are unable to replace the “perishable goods” before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the “perishable goods” at the time of the “accident,” less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Loss Payment condition.**

The most we will pay for loss, damage or expense under this coverage is \$25,000 unless otherwise shown in a Schedule.

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

## **EXCLUSION – BED BUG - KISSING BUG**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNER'S COVERAGE FORM**

The following is added to **Paragraph B.1. and B.2., Exclusions** in **SECTION II – LIABILITY**:

This insurance does not apply to:

"Bodily Injury", "Property damage", "personal and advertising injury" or medical expenses due to any or all claims or damages arising from any person being exposed to or bitten by an insect(s) belonging to the entomological families of Cimicidae or Reduviidae commonly referred to as a bed bug or kissing bug.



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

## **DEDUCTIBLE ENDORSEMENT - PROPERTY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNER'S COVERAGE FORM

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

### **D. Deductibles**

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

### **EXAMPLES**

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

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

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

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

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

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

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

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

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

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

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

**BUSINESS INCOME, EXTRA EXPENSE AND  
RELATED COVERAGES LIMIT OF INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNER'S COVERAGE FORM****SCHEDULE****Site 001****Business Income, Extended Business Income, Extra Expense****Limit:****\$500,000****Location 001: Aspetuck Village, New Milford, CT 06776****Building 001: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 002: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 003: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 004: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 005: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 006: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 007: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 008: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 009: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 010: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 011: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 012: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 013: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 014: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 015: Condominium - Residential Condominium (Association risk only) - 6914501****Location 001: Aspetuck Village, New Milford, CT 06776****Building 016: Condominium - Residential Condominium (Association risk only) - 6914501**

**Location 001: Aspetuck Village, New Milford, CT 06776**  
**Building 017: Condominium - Residential Condominium (Association risk only) - 6914501**

**Location 001: Aspetuck Village, New Milford, CT 06776**  
**Building 018: Condominium - Residential Condominium (Association risk only) - 6914501**

**Location 001: Aspetuck Village, New Milford, CT 06776**  
**Building 019: Condominium - Residential Condominium (Association risk only) - 6914501**

With respect to the location(s) shown in the Schedule, the following provisions apply to **Section I – Property**:

- A.** The most we will pay for each “site” listed above under any one or more of the following coverages;
1. Paragraph **A.5.f.** Business Income Additional Coverage;
  2. Paragraph **A.5.g.** Extra Expense Additional Coverage;
  3. Paragraph **A.5.i.** Civil Authority Additional Coverage;
  4. Paragraph **A.5.m.** Business Income From Dependent Properties Additional Coverage; and
  5. Paragraph **A.5.q.** Interruption Of Computer Operations Additional Coverage;

for all loss sustained and expense incurred is the applicable Business Income, Extra Expense and Related Coverages Limit of Insurance shown in the Schedule of this endorsement. This Limit of Insurance applies regardless of the number of locations or buildings included at the site. The Limit of Insurance of **Section I – Property** shown in the Declarations does not apply to these Additional Coverages.

This endorsement does not modify any of the terms or conditions of Paragraphs **A.5.f.**, **A.5.g.**, **A.5.i.**, **A.5.m.** or **A.5.q.** and is subject to any additional limitations contained therein.

- B.** However, Paragraph **A.** does not apply to coverages provided by any of the following endorsements:

1. Water Back-up And Sump Overflow Endorsement (if that endorsement is attached to this Businessowner’s Policy);
2. Earthquake Endorsement (if that endorsement is attached to this Businessowner’s Policy);
3. Earthquake And Volcanic Eruption (Sub-limit) Endorsement (if that endorsement is attached to this Businessowner’s Policy);
4. Flood Coverage Endorsement (if that endorsement is attached to this Businessowner’s Policy).
5. Hotels/Motels Endorsement (if that endorsement is attached to this Businessowner’s Policy);
6. Professional Offices Endorsement (if that endorsement is attached to this Businessowner’s Policy);
7. Retail Stores Endorsement (if that endorsement is attached to this Businessowner’s Policy);

- C.** As used in this endorsement, “Site” means all locations and buildings scheduled to one limit of insurance as indicated in the schedule of this endorsement.

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

## **WATER BACK-UP AND SUMP OVERFLOW**

This endorsement modifies insurance provided under the following:

BUSINESSOWNER'S COVERAGE FORM

### **SCHEDULE**

<b>Premises Number</b>	<b>Covered Property Annual Aggregate Limit Of Insurance</b>	<b>Business Income And Extra Expense Annual Aggregate Limit Of Insurance</b>
Location 001, Building 001	\$5,000	\$5,000
Location 001, Building 002	\$5,000	\$5,000
Location 001, Building 003	\$5,000	\$5,000
Location 001, Building 004	\$5,000	\$5,000
Location 001, Building 005	\$5,000	\$5,000
Location 001, Building 006	\$5,000	\$5,000
Location 001, Building 007	\$5,000	\$5,000
Location 001, Building 008	\$5,000	\$5,000
Location 001, Building 009	\$5,000	\$5,000
Location 001, Building 010	\$5,000	\$5,000
Location 001, Building 011	\$5,000	\$5,000
Location 001, Building 012	\$5,000	\$5,000
Location 001, Building 013	\$5,000	\$5,000
Location 001, Building 014	\$5,000	\$5,000
Location 001, Building 015	\$5,000	\$5,000
Location 001, Building 016	\$5,000	\$5,000
Location 001, Building 017	\$5,000	\$5,000
Location 001, Building 018	\$5,000	\$5,000

**BUSINESSOWNER'S – Water Back-Up and Sump Overflow Endorsement**

Location 001, Building 019	\$5,000	\$5,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A.** We will pay for direct physical loss or damage to Covered Property, covered under Section I – Property, caused by or resulting from:

1. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph **A.2.**, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

***THIS IS NOT FLOOD INSURANCE. We will not pay for loss or damage from water or other materials that back up or overflow from any sewer, drain or sump that itself is caused, directly or indirectly, in whole or in part, by any flood. Flood means the overflow of surface water, waves, tides, tidal waves, streams, or other bodies of water, or their spray, all whether driven by wind or not.***

**B.** The coverage described in Paragraph **A.** of this endorsement does not apply to loss or damage resulting from an insured's failure to:

1. Keep a sump pump or its related equipment in proper working condition; or
2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

**C.** The most we will pay for the coverage provided under this endorsement for all direct physical loss or damage to Covered Property is the Covered Property Annual Aggregate Limit of Insurance. That limit is \$5,000 per location, unless a different Covered Property Annual Aggregate Limit of Insurance is indicated in the Schedule of this endorsement.

The applicable Covered Property Annual Aggregate Limit of Insurance is the most we will pay under this endorsement for the total of all direct physical loss or damage sustained in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property. If loss payment for the first such occurrence does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

**D.** The following provisions apply to **Section I – Property** and supersede any provisions to the contrary:

The most we will pay under:

1. Paragraph **A.5.f. Business Income** Additional Coverage for all loss of Business Income you sustain due to the necessary suspension of your "operations" caused by direct physical loss or damage to Covered Property as described in Paragraph **A.** of this endorsement; and
2. Paragraph **A.5.g. Extra Expense** Additional Coverage for all necessary Extra Expense you incur and that you would not have incurred if there had been no direct physical loss or damage to Covered Property as described in Paragraph **A.** of this endorsement;

is the Business Income And Extra Expense Annual Aggregate Limit of Insurance. That limit is \$5,000 per location, unless a different Business Income And Extra Expense Annual Aggregate Limit of Insurance is shown in the Schedule.

The applicable Business Income And Extra Expense Annual Aggregate Limit of Insurance is the most we will pay under this endorsement for the total of all loss of Business Income you sustain and Extra Expense you incur in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property as described in Paragraph **A.** of this endorsement. If loss payment during an earlier "period of restoration" in the policy year does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for loss of Business Income you sustain or Extra Expense you incur during a subsequent "period of restoration" beginning in, but not after, that policy year. With respect to a "period of restoration" which begins in one policy year and continues in a subsequent policy year(s), all loss of Business Income you sustain or Extra Expense you incur is deemed to be sustained or incurred in the policy year in which the "period of restoration" began.

- E.** With respect to the coverage provided under this endorsement, the **Water** Exclusion in **Section I – Property** is replaced by the following exclusion:

**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; or
3. 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
4. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **1.** or **3.**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **1.** through **4.**, 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 **4.**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

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

**DATA COMPROMISE COVERAGE**  
**RESPONSE EXPENSES AND DEFENSE AND LIABILITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNER'S COVERAGE FORM**

<b>SECTION 1 – RESPONSE EXPENSES</b>		
<b>Data Compromise</b>		
<b>Response Expenses Limit:</b>	\$50,000	Annual Aggregate
<b>Sublimits</b>		
<b>Named Malware (Sec. 1)</b>	\$50,000	Any one "Personal Data Compromise"
<b>Forensic IT Review:</b>	5000	
<b>Legal Review:</b>	5000	
<b>PR Services:</b>	\$5,000	
<b>Response Expenses Deductible:</b>	1000	Any one "Personal Data Compromise"
<b>SECTION 2 – DEFENSE AND LIABILITY</b>		
<b>Data Compromise</b>		
<b>Defense and Liability Limit:</b>	50000	Annual Aggregate
<b>Sublimits</b>		
<b>Named Malware (Sec. 2)</b>	\$50,000	Any one "Personal Data Compromise"
<b>Defense and Liability Deductible:</b>	1000	Each "Data Compromise Suit"

The following is added as an Additional Coverage to the Property section:

**SECTION 1 – RESPONSE EXPENSES**

**DATA COMPROMISE COVERED CAUSE OF LOSS**

Coverage under this Data Compromise Coverage endorsement applies only if all of the following conditions are met:

1. There has been a "personal data compromise"; and
2. Such "personal data compromise" is first discovered by you during the policy period for which this Data Compromise Coverage endorsement is applicable; and
3. Such "personal data compromise" is reported to us within 60 days after the date it is first discovered by you.

**COVERAGE – SECTION 1**

If the three conditions listed above in DATA COMPROMISE – COVERED CAUSE OF LOSS have been met, then we will provide coverage for the following expenses when they arise directly from the covered cause of loss and are necessary and reasonable. Coverages 4 and 5 apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under coverage 3.

**1. Forensic IT Review**

Professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals".

This does not include costs to analyze, research or determine any of the following:

- a. Vulnerabilities in systems, procedures or physical security;



- b. Compliance with PCI or other industry security standards; or
- c. The nature or extent of loss or damage to data that is not “personally identifying information” or “personally sensitive information”.

If there is reasonable cause to suspect that a covered “personal data compromise” may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered “personal data compromise”. However, once it is determined that there was no covered “personal data compromise”, we will not pay for any further costs.

## **2. Legal Review**

Professional legal counsel review of the “personal data compromise” and how you should best respond to it.

If there is reasonable cause to suspect that a covered “personal data compromise” may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered “personal data compromise”. However, once it is determined that there was no covered “personal data compromise”, we will not pay for any further costs.

## **3. Notification to Affected Individuals**

We will pay your necessary and reasonable costs to provide notification of the “personal data compromise” to “affected individuals”.

## **4. Services to Affected Individuals**

We will pay your necessary and reasonable costs to provide the following services to “affected individuals”.

- a. The following services apply to any “personal data compromise”.
  - 1) Informational Materials  
A packet of loss prevention and customer support information.
  - 2) Help Line  
A toll-free telephone line for “affected individuals” with questions about the “personal data compromise”. Where applicable, the line can also be used to request additional services as listed in b. 1) and 2).
- b. The following additional services apply to “personal data compromise” events involving “personally identifying information”.
  - 1) Credit Report and Monitoring  
A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This

service is subject to the “affected individual” enrolling for this service with the designated service provider.

## **2) Identity Restoration Case Management**

As respects any “affected individual” who is or appears to be a victim of “identity theft” that may reasonably have arisen from the “personal data compromise”, the services of an identity restoration professional who will assist that “affected individual” through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

## **5. PR Services**

Professional public relations firm review of and response to the potential impact of the “personal data compromise” on your business relationships.

This includes costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with “affected individuals”. However, we will not pay for promotions:

- a. Provided to any of your directors or employees; or;
- b. Costing more than \$25 per “affected individual”.

## **LIMITS – SECTION 1**

The most we will pay under Response Expenses coverage is the Data Compromise Response Expenses Limit indicated for this endorsement.

The Data Compromise Response Expenses Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under Section 1 arising out of all “personal data compromise” events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of “personal data compromise” events discovered by you during that period.

A “personal data compromise” may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such “personal data compromise” will be subject to the Data Compromise Response Expenses Limit applicable to the policy period when the “personal data compromise” was first discovered by you.

The most we will pay under Response Expenses coverage for loss arising from any “malware-related compromise” is the Named Malware (Sec. 1) sublimit indicated for this endorsement. For the purpose of the Named Malware (Sec. 1) sublimit, all “malware-related compromises” that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single “personal data compromise”. This sublimit is

part of, and not in addition to the Data Compromise Response Expenses Limit.

The most we will pay under Forensic IT Review, Legal Review and PR Services coverages for loss arising from any one "personal data compromise" is the applicable sublimit for each of those coverages indicated for this endorsement. These sublimits are part of, and not in addition to, the Data Compromise Response Expenses Limit. PR Services coverage is also subject to a limit per "affected individual" as described in 5. PR Services.

Coverage for Services to "affected individuals" is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

#### **DEDUCTIBLE – SECTION 1**

Response Expenses coverage is subject to the Response Expenses Deductible indicated for this endorsement. You shall be responsible for such deductible amount as respects each "personal data compromise" covered under this endorsement.

### **SECTION 2 – DEFENSE AND LIABILITY**

#### **DEFENSE AND LIABILITY COVERED CAUSE OF LOSS**

Coverage under this Data Compromise Coverage endorsement applies only if all three of the conditions in DATA COMPROMISE – COVERED CAUSE OF LOSS are met.

Only with regard to Section 2 – Defense and Liability coverage, the following conditions must also be met:

1. You have provided notifications and services to "affected individuals" in consultation with us pursuant to Response Expenses coverage; and
2. You receive notice of a "data compromise suit" brought by one or more "affected individuals" or by a governmental entity on behalf of one or more "affected individuals"; and
3. Notice of such "data compromise suit" is received by you within two years of the date that the "affected individuals" are notified of the "personal data compromise"; and
4. Such "data compromise suit" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

#### **COVERAGE – SECTION 2**

If all of the conditions listed above in DEFENSE AND LIABILITY – COVERED CAUSE OF LOSS have been met, then we will provide coverage for "data compromise defense costs" and "data compromise liability" directly arising from the covered cause of loss.

#### **LIMITS – SECTION 2**

The most we will pay under Defense and Liability coverage (other than post-judgment interest) is the Data Compromise Defense and Liability Limit indicated for this endorsement.

The Data Compromise Defense and Liability Limit is an annual aggregate limit. This amount is the most we will pay for all loss covered under Section 2 (other than post-judgment interest) arising out of all "personal data compromise" events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of "personal data compromise" events discovered by you during that period.

A "personal data compromise" may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such "personal data compromise" (other than post-judgment interest) will be subject to the Data Compromise Defense and Liability Limit applicable to the policy period when the "personal data compromise" was first discovered by you.

The most we will pay under Defense and Liability coverage for loss arising from any "malware-related compromise" is the Named Malware (Sec. 2) sublimit indicated for this endorsement. For the purpose of the Named Malware (Sec. 2) sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise". This sublimit is part of, and not in addition to, the Defense and Liability Limit.

#### **DEDUCTIBLE – SECTION 2**

Defense and Liability coverage is subject to the Defense and Liability Deductible indicated for this endorsement. You shall be responsible for such deductible amount as respects each "data compromise suit" covered under this endorsement.

### **EXCLUSIONS, ADDITIONAL CONDITIONS AND DEFINITIONS APPLICABLE TO BOTH SECTION 1 AND SECTION 2**

#### **EXCLUSIONS**

The following additional exclusions apply to this coverage:

We will not pay for costs arising from the following:

1. Your intentional or willful complicity in a "personal

data compromise”.

2. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
3. Any “personal data compromise” occurring prior to the first inception of this Data Compromise Coverage endorsement or any coverage substantially similar to that described in this endorsement.
4. Costs to research or correct any deficiency. This includes, but is not limited to, any deficiency in your systems, procedures or physical security that may have contributed to a “personal data compromise”.
5. Any fines or penalties. This includes, but is not limited to, fees or surcharges from affected financial institutions.
6. Any criminal investigations or proceedings.
7. Any extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.
8. Any “personal data compromise” involving data that is being transmitted electronically, unless such data is encrypted to protect the security of the transmission.
9. Your reckless disregard for the security of “personally identifying information” or “personally sensitive information” in your care, custody or control.
10. That part of any “data compromise suit” seeking any non-monetary relief.

#### **ADDITIONAL CONDITIONS**

The following Additional Conditions apply to all coverages under this endorsement.

##### **A. Data Compromise Liability Defense**

1. We shall have the right and the duty to assume the defense of any applicable “data compromise suit” against you. You shall give us such information and cooperation as we may reasonably require.
2. You shall not admit liability for or settle any “data compromise suit” or incur any defense costs without our prior written consent.
3. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such “data compromise suit” independently of us. Our liability shall not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense

costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.

4. We shall not be obligated to pay any damages or defense costs, or to defend or continue to defend any “data compromise suit”, after the Data Compromise Defense and Liability Limit has been exhausted.
5. We shall pay all interest on that amount of any judgment within the Data Compromise Defense and Liability Limit which accrues:
  - a. after entry of judgment; and
  - b. before we pay, offer to pay or deposit in court that part of the judgment within the Data Compromise Defense and Liability Limit or, in any case, before we pay or offer to pay the entire Data Compromise Defense and Liability Limit.

These interest payments shall be in addition to and not part of the Data Compromise Defense and Liability Limit.

##### **B. Duties in the Event of a “Data Compromise Suit”**

1. If a “data compromise suit” is brought against you, you must:
  - a. Immediately record the specifics of the “data compromise suit” and the date received; and
  - b. Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the “data compromise suit” is first received by you.
  - c. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “data compromise suit”;
  - d. Authorize us to obtain records and other information;
  - e. Cooperate with us in the investigation, settlement or defense of the “data compromise suit”;
  - f. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of loss to which this insurance may also apply; and
  - g. Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such “data compromise suit”.
2. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.
3. If you become aware of a claim or complaint that

may become a “data compromise suit”, you shall promptly inform us of such claim or complaint.

**C. Due Diligence**

You agree to use due diligence to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

1. Providing and maintaining appropriate physical security for your premises, computer systems and hard copy files;
2. Providing and maintaining appropriate computer and Internet security;
3. Maintaining and updating at appropriate intervals backups of computer data;
4. Protecting transactions, such as processing credit card, debit card and check payments; and
5. Appropriate disposal of files containing “personally identifying information” or “personally sensitive information”, including shredding hard copy files and destroying physical media used to store electronic data.

**D. Legal Advice**

We are not your legal advisor. Our determination of what is or is not covered under this Data Compromise Coverage endorsement does not represent advice or counsel from us about what you should or should not do.

**E. Pre-Notification Consultation**

You agree to consult with us prior to the issuance of notification to “affected individuals”. We assume no responsibility under this Data Compromise Coverage for any services promised to “affected individuals” without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under Additional Condition F. Service Providers. You must provide the following at our pre-notification consultation with you:

1. The exact list of “affected individuals” to be notified, including contact information.
2. Information about the “personal data compromise” that may appropriately be communicated with “affected individuals”.
3. The scope of services that you desire for the “affected individuals”. For example, coverage may be structured to provide fewer services in order to make those services available to more “affected individuals” without exceeding the available Response Expenses Limit.

**F. Service Providers**

1. We will only pay under this Data Compromise Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Data Compromise Coverage. We will not unreasonably withhold such approval.
2. Prior to the Pre-Notification Consultation described in Additional Condition E. above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:
  - a. Such alternate service provider must be approved by us;
  - b. Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
  - c. Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

**G. Services**

The following conditions apply as respects any services provided to you or any “affected individual” by us, our designees or any service firm paid for in whole or in part under this Data Compromise coverage:

1. The effectiveness of such services depends on your cooperation and assistance.
2. All services may not be available or applicable to all individuals. For example, “affected individuals” 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.
3. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
4. You will have a direct relationship with the professional service firms paid for in whole or in part under this coverage. Those firms work for you.

**DEFINITIONS**

With respect to the provisions of this endorsement only, the following definitions are added:

1. “Affected Individual” means any person who is your

current, former or prospective customer, client, member, owner, director or employee and whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this endorsement. This definition is subject to the following provisions:

- a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".
  - b. An "affected individual" must have a direct relationship with your interests as insured under this policy. The following are examples of individuals who would not meet this requirement:
    - 1) If you aggregate or sell information about individuals as part of your business, the individuals about whom you keep such information do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
    - 2) If you store, process, transmit or transport records, the individuals whose "personally identifying information" or "personally sensitive information" you are storing, processing, transmitting or transporting for another entity do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
    - 3) You may have operations, interests or properties that are not insured under this policy. Individuals who have a relationship with you through such other operations, interests or properties do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of the operation insured under this policy.
  - c. An "affected individual" may reside anywhere in the world.
2. "Data Compromise Defense Costs" means expenses resulting solely from the investigation, defense and appeal of any "data compromise suit" against you. Such expenses must be reasonable and necessary. They will be incurred by us. They do not include your salaries or your loss of earnings. They do include premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond.
  3. "Data Compromise Liability"
- a. "Data compromise liability" means the following, when they arise from a "data compromise suit":
    - 1) Damages, judgments or settlements to "affected individuals";
    - 2) Defense costs added to that part of any judgment paid by us, when such defense costs are awarded by law or court order; and
    - 3) Pre-judgment interest on that part of any judgment paid by us.
  - b. "Data compromise liability" does not mean:
    - 1) Damages, judgments or settlements to anyone who is not an "affected individual";
    - 2) Civil or criminal fines or penalties imposed by law;
    - 3) Punitive or exemplary damages;
    - 4) The multiplied portion of multiplied damages;
    - 5) Taxes; or
    - 6) Matters which may be deemed uninsurable under the applicable law.
4. "Data Compromise Suit"
- a. "Data Compromise Suit" means a civil proceeding in which damages to one or more "affected individuals" arising from a "personal data compromise" or the violation of a governmental statute or regulation are alleged. Such proceeding must be brought in the United States of America, Puerto Rico or Canada. "Data compromise suit" includes:
    - 1) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
    - 2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent; or
    - 3) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
  - b. "Data compromise suit" does not mean any demand or action brought by or on behalf of someone who is:
    - 1) Your director or officer;
    - 2) Your owner or part-owner; or
    - 3) A holder of your securities;in their capacity as such, whether directly, derivatively, or by class action. "Data compromise suit" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual".
  - c. "Data compromise suit" does not mean any demand or action brought by an organization,

business, institution, or any other party that is not an "affected individual" or governmental entity. "Data compromise suit" does not mean any demand or action brought on behalf of an organization, business, institution, governmental entity or any other party that is not an "affected individual".

5. "Identity Theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information 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.

6. "Malware-Related Compromise" means a "personal data compromise" that is caused, enabled or abetted by a virus or other malicious code that, at the time of the "personal data compromise", is named and recognized by the CERT® Coordination Center, McAfee®, Secunia, Symantec or other comparable third party monitors of malicious code activity.

7. "Personal Data Compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

- a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:

- 1) You; or
- 2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.

- b. "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, subject to the following provisions:

- 1) The failure to use appropriate safeguards must be accidental and not reckless or deliberate; and

- 2) Such disposal or abandonment must take place during the time period for which this Data Compromise Coverage endorsement is effective.

- c. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.

- d. All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".

8. "Personally Identifying Information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual". This includes, but is not limited to, Social Security numbers or account numbers.

"Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.

9. "Personally Sensitive Information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law.

"Personally sensitive information" does not mean or include "personally identifying information".

All other provisions of this policy apply.