

IN THE COUNTY COURT OF LEE COUNTY, MISSISSIPPI

USDC No. 1:20cv132-SA-RP

**M.B.S. TUPELO, LLC dba OLD VENICE
PIZZA COMPANY**

PLAINTIFF

V.

CIVIL ACTION NO. CM20-000567

**TRI-STATE INSURANCE
COMPANY OF MINNESOTA
AND DOES 1-3**

DEFENDANTS

COMPLAINT

Comes now Plaintiff, M.B.S. Tupelo, LLC dba Old Venice Pizza Company, and brings this action against Defendants, Tri-State Insurance Company of Minnesota and Does 1-3, and respectfully alleges as follows:

PARTIES

1. M.B.S. Tupelo, LLC dba Old Venice Pizza Company, ("Old Venice" or "Plaintiff") is a Mississippi limited liability company with its principal place of business located in Tupelo, Mississippi.
2. At all times relevant hereto, Old Venice, as a restaurant, was engaged in the business of providing food and beverages for sale and consumption, on a dine-in basis, to the public.
3. Old Venice operates a restaurant business located at 3117 McCullough Boulevard, Tupelo, Mississippi (the "Premises"), which is located within Lee County, Mississippi.

4. Old Venice is among the best restaurants in Tupelo, Mississippi, featuring an original menu and lunch buffet.

5. Old Venice's loyal following of customers, both new and old, keep coming back for its Italian food and nice atmosphere. Old Venice is also known for its live music, cocktails and specialty wines.

6. Old Venice is the beneficiary of a commercial insurance policy issued by Tri-State Insurance Company and identified as policy number ADV 4357089-43 (the "Policy"). A true and correct copy of the policy is attached hereto as Exhibit "A" and is incorporated herein by reference.

7. Tri-State Insurance Company ("Tri-State" or "Defendant") is a foreign corporation doing business in Mississippi at all relevant times, with its principal place of business at 11201 Douglas Avenue, Urbandale, IA 50322. Tri-State may be served with process by service on its registered agent, C. T. Corporation System of Mississippi, 645 Lakeland East Drive, Suite 101, Flowood, MS 39232-9099.

8. Does 1 through 3, (hereinafter referred to as "Does"), inclusive, are sued in this complaint under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities.

9. Defendant and Does are hereinafter collectively "Defendants."

10. Plaintiff is informed and believes and therefore alleges that at all times material to this complaint, each of the Defendants, both those named and those identified as Does, in addition to acting for himself, herself, or itself, and his, her, or its own behalf individually, is and was acting as the agent, servant, employee and

representative of, and in conspiracy with, each and all of the Defendants and within the course, scope and authority of the agency's service, employment, representation and conspiracy. Plaintiff further alleges on information and belief that the acts of each of the Defendants were fully ratified by each and all of the Defendants. Specifically and without limitation, Plaintiff alleges on information and belief that the actions, failure to act, breaches, conspiracy, and misrepresentations alleged herein and attributed to one or more of the specific Defendants were approved, ratified, and done with the cooperation and knowledge of each and all of the Defendants.

11. At all times relevant hereto, Defendants operated within the State of Mississippi by entering into contracts within the State of Mississippi, and by and through, *inter alia*, Renasant Insurance, Inc. in Tupelo, Mississippi, as its agent.

12. By and through Defendants' agent, Plaintiff, Old Venice, and Defendant, Tri-State Insurance Company, entered into the Policy within the State of Mississippi, County of Lee.

13. By and through Defendants' agent, Plaintiff, Old Venice, entered into the Policy to insure, *inter alia*, real property located at 3117 McCullough Boulevard, Tupelo, Mississippi.

JURISDICTION AND VENUE

14. The County Court of Lee County, Mississippi, has subject matter jurisdiction over this civil action and personal jurisdiction over Defendants. Defendants, by and through their Tupelo, Mississippi based agent, Renasant Insurance, Inc. and Old Venice, Plaintiff, entered into a contract to insure, *inter*

alia, property or risk located within the State of Mississippi.

15. Venue in the County Court of Lee County, Mississippi, is appropriate. Old Venice is both domiciled and operates in Lee County, Mississippi and a substantial part of the events, acts, or omissions giving rise to Plaintiff's claims occurred in Lee County, Mississippi, and performance of the Policy between Plaintiff and Defendants occurred wholly within Lee County, Mississippi.

FACTUAL ALLEGATIONS

Policy Information

16. On or about October 1, 2019, Plaintiff, Old Venice, entered into a contract of insurance with Defendant, Tri-State, whereby Old Venice agreed to make premium payments to Tri-State in exchange for Tri-State's promise to indemnify Old Venice for losses, including, but not limited to, business income losses at the Premises.

17. The Premises, including, but not limited to, the real property and the business personal property located therein, is covered under the Policy issued by Tri-State.

18. The Policy is currently in full effect, providing all risk coverage for property, business personal property, business income and extra expense, and additional coverages, and is scheduled to renew on or about October 1, 2020.

19. Plaintiff has faithfully paid all policy premiums to Defendant and has

otherwise complied with all of its obligations under the Policy.

20. The Policy provided Business Income and Extra Expense coverage for the actual amount of any loss sustained for business interruption or extra expense.

21. The Policy is commercial business policy which provides coverage for direct physical loss of or damage to covered property that is not expressly excluded or limited. The Policy states that Defendant, Tri-State provides coverage for loss of business income for the amount of net income that would have been earned or incurred and continuing normal operating expenses incurred, including payroll. (See Exhibit "A" - Policy at Form CP 00 30 10 12, p. 1)

22. The Policy provides Civil Authority Additional Coverage outlined in the Business Income (and extra expense) Coverage Form, bearing form number CP 00 30 10 12. Under the Civil Authority coverage section, the Policy states "When a covered cause of loss causes damage to property other than property at the described premises, we will pay for the actual loss of business income you sustain and necessary extra expense caused by action of civil authority that prohibits access to the described premises." (See Exhibit "A" - Policy, at Business Income (and Extra Expense) Coverage Form bearing form, p. 2.)

Restaurant Information

23. Old Venice operates a restaurant business located at 3117 McCullough

Boulevard, which is located within Tupelo, Lee County, Mississippi.

24. As a restaurant, Old Venice is engaged in the business of providing food and beverages for sale and consumption, on a dine-in basis, to the public.

25. Old Venice's Premises and its Covered Property within the Premises are used for all food and beverage storage, preparation, sales, and dine-in consumption by its customers.

26. As a business establishment operating at the pleasure of and pursuant to Mississippi's relevant laws, Old Venice sells food and beverages for consumption within its Premises in such a manner as to assure, implicitly or explicitly, compliance with regulatory standards applicable to food establishments.

Acts or Decisions of a Governmental Body

27. On March 13, 2020, Donald J. Trump, the President of the United States, declared a National Emergency concerning the Novel Coronavirus Disease (COVID-19).

28. On March 17, 2019, Jason Shelton, the Mayor of the City of Tupelo, Mississippi, issued Executive Order 20-004 ordering, among other things, that all restaurants located within the City of Tupelo shall limit in house dining to the lesser of 50% of their certificate of occupancy/fire marshal limitations or twenty (20) people at one time and shall adhere to the six (6) foot social distancing recommendation of the CDC. The Order went on to state that effective March 17, 2020, all restaurants

shall close at 9:00 p.m. until April 1, 2020. (See Executive Order 20-004, attached hereto as Exhibit “B” and incorporated herein by reference.)

29. On March 19, 2020, the Mayor of the City of Tupelo entered Executive Order 2020-005 ordering that beginning March 21, 2020, at 12:01 p.m., all restaurants shall suspend in-restaurant dining and shall utilize only curbside to go, drive through or delivery and shall cease public service until those services can be provided or until the Executive Order is amended or suspended. (See Executive Order 20-005, attached hereto as Exhibit “C” and incorporated herein by reference.)

30. On March 20, 2020, the Mayor of the City of Tupelo, Mississippi, entered Executive Order 2020-08 ordering, among other things, that businesses not deemed essential shall close from 12:01 a.m. March 22, 2020 until 12:01 a.m. March 29, 2020, and not be open to the general public other than by curbside to go, drive through, telework from home or similar means. (See Executive Order 20-008, attached hereto as Exhibit “D” and incorporated herein by reference.)

31. On March 21, 2020, the Mayor of the City of Tupelo, Mississippi, entered Executive Order 2020-009 ordering that beginning at 12:00 a.m. on March 21 and running through 11:59 pm on March 28, there shall be a shelter-in-place mandate in the City of Tupelo and that all persons in the City of Tupelo should remain in their residences and refrain from any travel within the City of Tupelo except for travel to and from those workplaces and businesses deemed essential and any

travel for self-care or family-care. (See Executive Order 2020-009, attached hereto as Exhibit “E” and incorporated herein by reference.)

32. On March 24, 2020, Tate Reeves, Governor of the State of Mississippi, issued Executive Order 1463, ordering that until April 17, 2020, all restaurants, bars or other dining establishments shall suspend dine-in services unless able to reduce capacity to allow no more than ten people to be gathered in a single space. (See Executive Order 1463, attached hereto as Exhibit “F” and incorporated herein by reference.)

33. On March 25, 2020, the Mayor of the City of Tupelo, Mississippi, issued Executive Order 20-012, supplementing and amending the Mayor’s previous Local Executive Orders and Emergency Proclamation and ordering that all Local Emergency Orders which do not conflict with or which are not inconsistent with the Governor’s Executive Order 1463 remain in in full force and effect, basically extending the shelter-in-place Order. (See Executive Order 20-012, attached hereto as Exhibit “G” and incorporated herein by reference.

34. On April 1, 2020, the Governor of the State of Mississippi issued Executive Order No. 1466 instituting a statewide Shelter in Place effective at 5:00 p.m. on Friday, April 3, 2020 and remaining in full force and effect until 8:00 a.m. on Monday, April 20, 2020, prohibiting, among other things, all non-essential travel and all public and private social and other non-essential gatherings in groups of more than

10 people in a single space at the same time where individuals are in close proximity (less than six feet) to each other. (See Executive Order No. 1466 attached as Exhibit “H” and incorporated herein by reference.)

35. On April 1, 2020, the Mayor of the City of Tupelo, Mississippi, entered Executive Order 20-013 amending and supplementing all previous Local Executive Orders and its Emergency Proclamation and Resolution adopted by the City of Tupelo, Mississippi, pertaining to COVID-19 and adopting the Governor’s Executive Order 1466. (See Executive Order 20-013 attached as Exhibit “I” and incorporated herein by reference.)

36. On April 17, 2020, the Governor of the State of Mississippi issued Executive Order 1473 extending the statewide Shelter in Place, until 8:00 a.m. on Monday, April 27, 2020 and this Order was adopted on April 17, 2020, by the Mayor of the City of Tupelo, Mississippi. (See Executive Order 1473 attached as Exhibit “J” and incorporated herein by reference.)

37. On April 24, 2020, the Governor of the State of Mississippi issued Executive Order 1477, a “Safer at Home Order” effective at 8:00 a.m. on Monday, April 27, 2020, and remaining in force until Monday, May 11, 2020 and limiting restaurants and bars to drive-through, curbside and/or delivery service. (See Executive Order 1477 attached as Exhibit “K” and incorporated herein by reference.)

38. Likewise, on April 24, 2020, the Mayor of the City of Tupelo,

Mississippi, issued Executive Order 20-015 adopting the Governor's Executive Order 1477, and continuing to limit restaurants and bars to drive-through, curbside and/or delivery service. (See Executive Order 20-015 attached as Exhibit "L" and incorporated herein by reference.)

39. The State and City Orders, in relevant part, prohibited on-premises consumption of food and beverages; reduced the permissible size of "non-work related gatherings," and prohibited the continued operation of "non-essential businesses, venues, and activities."

40. As a direct result of the foregoing governmental declarations and orders (civil authority), all restaurants and bars have been closed to dine-in service and limited to drive-through, curbside, and/or delivery service for an extended period of time, causing significant loss of business income to the Plaintiff. When allowed to reopen the continuing business interruption will continue due to limited capacities per Order of governmental authorities and it is foreseeable this injury and damage to income will continue for years in the future.

Governmental Exercise of Police Power

41. The orders of the Governor of Mississippi and the Mayor of Tupelo, Mississippi, constituted a valid exercise of the government's executive police power.

42. Old Venice, as a Mississippi limited liability company and an operator of a restaurant within the State of Mississippi, is subject to the orders of Mississippi's

Governor and the City's Mayor.

43. The orders of the Governor and Mayor apply to both citizens and businesses.

44. As a restaurant, the prohibition by the Mississippi Governor, and the Mayor of the City of Tupelo of on-premises consumption of food or drink constitutes an order of a civil authority prohibiting access to Plaintiff's Premises and Covered Property.

45. As applied to the general public, the Orders of the Governor of Mississippi and the Mayor of the City of Tupelo prohibiting on-premises consumption of food or drink at a restaurant or bar and ordering citizens to shelter in place or stay at home constitutes an order of a civil authority prohibiting access to Plaintiff's Premises and Covered Property.

46. The Mississippi Governor and Mayor of the City of Tupelo's exercise of the government's police power resulted in a direct physical loss of Plaintiff's Covered Property.

47. The Mississippi Governor and Mayor of the City of Tupelo's exercise of the government's police power deprived Plaintiff of the value and function of its Premises, thereby impairing said Premises, and Plaintiff has suffered a direct physical loss of Covered Property.

48. The application of the Orders of the Mississippi Governor and Mayor

of the City of Tupelo triggered coverage because it resulted in the direct physical loss of Covered Property.

49. Plaintiff's damages due to the direct physical loss of Covered Property and Business Interruption due to Civil Authority Orders began on or about March 19, 2020 and continue on a day-to-day basis.

50. Prior to the issuance of the foregoing series of executive orders, Old Venice operated primarily as a dine-in restaurant.

51. Old Venice is a casual to fine dining restaurant and bar and does not sell the type of food and beverage items commonly sold by establishments with drive through service.

52. The orders of Mississippi's Governor and the Mayor of the City of Tupelo resulted in a direct physical loss of Covered Property and that loss of Covered Property resulted in the necessary suspension of Plaintiff's normal business operations.

Notice of Loss and Demand for Coverage

53. Plaintiff filed a claim with Defendant for business interruption coverage for losses sustained as a result of an ordinance of law act (civil authority) due to the orders of the Governor of the State of Mississippi and the Mayor of the City of Tupelo, Mississippi, that businesses, and more particularly, the Old Venice restaurant, be closed. The civil authority orders resulted in the suspension of Plaintiff's business

operations and loss of business income.

54. The Plaintiff filed a claim for business interruption and loss of business income and Defendant promptly denied the claim. In denying the Plaintiff's claim, Defendant relied upon an exclusion of loss due to virus or bacteria and further that coverage for the business income and extra expense is afforded when the loss or damage is caused by or the result from a Covered Cause of Loss or damage to the property described in the policy's declarations and that the policy language precludes coverage for this occurrence.

55. Neither the insured, Old Venice, nor any of its principals or employees ever reported a claim to the company or its agent for "loss of business income due to the COVID-19 virus." The claim reported is for business interruption coverage due to an ordinance of law act (Executive Orders of the Governor of the State of Mississippi and the Mayor of the City of Tupelo, Mississippi) ordering that businesses be closed. There has never been any outbreak of virus or outbreak of bacteria nor any reported case of COVID-19 by any of the patrons or employees of Plaintiff's restaurant. There is no evidence whatsoever that any bacteria or germ from the COVID-19 virus has ever appeared in the insured premises.

56. Plaintiff's claim is a claim for direct physical loss or damage to covered property. The physical damage is the loss of income of the subject covered property due to the business being closed since March 19, 2020 by orders of the Governor of

the State of Mississippi and the Mayor of the City of Tupelo, Mississippi, through no fault of the insured Plaintiff or its employees.

Mississippi Law has Declared Void Insurance Policy Exclusions that Attempt to Limit or Deny Coverage Based Upon Ordinance or Law Type Exclusions

57. The law in Mississippi is clear that the exclusions upon which Defendant relies are void as against Mississippi public policy. Specifically, the ordinance or law exclusion was determined to be void as against public policy in the case of *Palatine Ins. Co. v. Nunn*, 55 So. 44, 99 Miss. 493 (Miss. 1911) which states as follows:

The question is presented in this case whether or not under our valued policy law, a company can limit its liability in a case of a total loss, as is here shown to have been sustained, by inserting in the policy a provision that the company shall not be liable. . . There is nothing harsh about the law. It was manifestly enacted to meet and remedy a thoroughly well known evil, and it is as perfectly a part of the contract, being written into it, as any other stipulation therein. **The statute supervenes all policies issued under it and writes out of them all stipulations inconsistent with itself.** *Insurance Co. v. Philips*, 77 Miss. 625; *Insurance Co. v. Shlenker*, 80 Miss. 667; *Insurance Co. v. Enslee*, 78 Miss. 157; *Insurance Co. v. Antram*, 86 Miss. 224; *Havens v. Ins. Co.*, 26 L. R. A. 107, and note. 99 iss. 493, 497-98. (emphasis added)

Id. at p. 44.

The sole question before us on this the only material contention in the case is **whether or not this clause in the contract of insurance was written out by virtue of the provisions of our valued policy law.** [99 Miss. 503] Section 2592 of the Code of 1906. . . .After the maturest thought we can give the matter, we are constrained to follow this decision of the supreme court of Louisiana, and hold that the clause of exemption [99 Miss. 504] from liability, relied on the in the policy before us, **was written out by our valued policy law referred to above.** (emphasis added)

Id. at p. 45. The exclusions in policies of insurance which are contrary to the law of the state of Mississippi or against the public policy of the state of Mississippi are deemed to be void and provide no defense to a claim for coverage. See, *Hancock v. Mid American Ins. Services, Inc.*, 836 So.2d 762 (Miss. 2003); *Lowery v. State Farm Mut. Auto. Ins. Co.*, 285 So.2d 767 (Miss. 1973); *Atlanta Cas. Co. v. Payne*, 603 So.2d 343 (Miss. 1992); *Jones-Smith v. Safeway Ins. Co.*, 174 So.3d 240 (Miss. 2015).

58. Plaintiff's coverage claims are not based on any loss or damage "caused by or resulting from any virus."

59. In addition to the business interruption loss of income for which claim is made, Plaintiff has sustained damages as a result of Defendant's refusal to pay the claim under the Tri-State policy of insurance.

REQUEST FOR DECLARATORY JUDGMENT
AND REQUEST FOR SPEEDY HEARING

60. Plaintiff re-alleges all of the allegations contained in the foregoing paragraphs as though fully set forth herein.

61. Under Rule 57, Miss.R.Civ.P., the court has the power to declare rights, status, and other legal relations whether or not further relief is or could be claimed. The declaration may be either affirmative or negative in form and effect, and such declarations shall have the force and effect of a final judgment.

62. An actual controversy has arisen between Plaintiff and Defendants as to

the rights, duties, responsibilities, and obligations of the parties under the Policy in that Plaintiff contends, and the Defendants dispute and deny, that the executive orders of the Mississippi Governor and Mayor of the City of Tupelo, Mississippi, constitute a prohibition of access to Plaintiff's insured Premises, the executive orders of the Mississippi Governor and Mayor of the City of Tupelo, Mississippi, deprived Plaintiff of the value and function of its Covered Property, thereby impairing said Covered Property, the impaired value and function of the Covered Property resulted in Plaintiff's direct physical loss of or damage to said Covered Property, as a direct result of Plaintiff's direct physical loss of or damage to Covered Property, it became necessary for Plaintiff to suspend normal business operations, the direct physical loss of Covered Property resulting from the executive orders of the Mississippi Governor and Mayor of the City of Tupelo, Mississippi, triggers coverage because the Policy exempts "acts or decisions of a governmental body" that "results in a Covered Cause of Loss" from exclusion, and Plaintiff's direct physical loss of or damage to Covered Property resulted from a Covered Cause of Loss that is not otherwise excluded or limited under the Policy.

63. The Court's entry of a declaratory judgment would terminate the uncertainty or controversy giving rise to the instant civil action.

Events Subject to Actual Controversy

64. The orders of the Mississippi Governor and Mayor of the City of

Tupelo, Mississippi, constitute a prohibition of access to Plaintiff's insured Premises and its Covered Property.

65. The orders of the Mississippi Governor and Mayor of the City of Tupelo, Mississippi, deprived Plaintiff of the value and function of its Covered Property.

66. The loss of the value and function of its Covered Property constituted a direct physical loss of or damage to Covered Property.

67. As a result of a direct physical loss of or damage to Covered Property, it became necessary for Plaintiff to suspend normal business operations.

68. Plaintiff's direct physical loss of Covered Property resulting from the orders of the Mississippi Governor and Mayor of the City of Tupelo, Mississippi, triggered Civil Authority coverage because the Policy provides coverage for acts or decisions of governmental bodies that result in a Covered Cause of Loss.

69. Plaintiff's direct physical loss of Covered Property was the result of or was caused by an "act or decision" of a "governmental body" and Defendants are obligated to provide coverage to Plaintiff.

70. Each of the Orders of the Mississippi Governor and Mayor of the City of Tupelo, Mississippi, was a separate act of Civil Authority allowing for a separate claim for business interruption under the policy, with full coverage, both in coverage amount and allotted time period for Civil Authority Coverage for Business Income and Civil

Authority Coverage for Extra Expense for each separate act.

71. Alternatively, the policy provides Civil Authority coverage for the full term of the policy of insurance, for a period of one year.

The Virus Exclusion is Wholly Inapplicable

72. Defendants' denial of coverage based upon the Policy's exclusion for loss or damage resulting from a virus or bacteria was wrongful because it shifted the focus of inquiry from the net effect of the governmental act or decision on Plaintiff's Covered Property to the basis for or merits of said governmental act or decision.

73. The exclusion Defendants cite requires the alleged loss or damage to Covered Property to result from a virus.

74. The orders of Mississippi Governor and Mayor of the City of Tupelo, Mississippi may have been the result of or caused by the threat of a virus, but that is not the agreed upon causation inquiry identified in the policy.

75. Under the virus exception, the plain language of the Policy establishes the agreed upon causation inquiry as whether the alleged loss or damage was the result of or caused by a virus or bacteria.

76. Plaintiff's claim for the direct physical loss of or damage to Covered Property is not based on the presence of COVID-19.

77. Plaintiff's claim for the direct physical loss of or damage to Covered Property is not based on the government's use of its Civil Authority to prohibit access

to the Plaintiff's Premises due to any loss or damage to any property other than Plaintiff's Premises.

78. Under the acts or decisions of government exception to exclusion, the plain language of the Policy establishes the agreed upon causation inquiry as whether the alleged loss or damage was the result of or caused by an act or decision of a governmental body that is not otherwise limited or excluded.

79. Plaintiff's claim for the direct physical loss of or damage to Covered Property is based on a series of events that resulted from or was caused by the orders of the Governor of the State of Mississippi and the Mayor of the City of Tupelo, Mississippi.

80. The plain language of the Policy has created a reasonable expectation of Plaintiff that coverage is available under the Policy for any direct physical loss of Covered Property resulting from the lawful exercise of the government's police power.

81. Plaintiff's expectation is bolstered by the fact that the Policy does not provide coverage for every type of loss or damage to Covered Property resulting from an act of the government, but rather only those that result in a Covered Cause of Loss.

82. Defendant could have drafted the Policy to focus the question of causality on the basis of any act or decision of any governmental body, but it elected not to do so. Defendant's policy regarding its coverage and exclusions are ambiguous and are subject to more than one interpretation. Mississippi law holds that all

ambiguities are to be construed in favor of coverage and against its drafter, the defendant insurer. See, *Crum v. Johnson*, 809 So.2d 663 (Miss. 2002).

83. Plaintiff does not seek any determination of whether the Coronavirus is physically in the insured Premises, the validity or enforceability of the orders of Mississippi's Governor or the Mayor of the City of Tupelo, the specific amount of insurance proceeds due under the policy, or any other remedy other than declaratory relief and an award of damages incurred as a result of wrongful Defendants' denial of this legitimate claim under the policy.

84. In light of the severe economic hardship imposed upon Plaintiff, through no fault of its own, by the orders of Mississippi's Governor and the Mayor of the City of Tupelo, Mississippi, and the Defendants' wrongful denial of coverage, Plaintiff respectfully requests expedited consideration of the instant civil action. Plaintiff further suggests that an expedited consideration of this matter will help other businesses and could help reduce similar litigation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Honorable Court grant the following relief:

- A. A declaration that the Orders of the Mississippi Governor and Mayor of the City of Tupelo, Mississippi constitute a prohibition of access to Plaintiff's insured Premises and its Covered Property;
- B. A declaration affirming that the Orders of the Mississippi Governor and

Mayor of the City of Tupelo, Mississippi deprived Plaintiff of the value and function of its Covered Property;

- C. A declaration affirming that each of the Orders of the Mississippi Governor and Mayor of the City of Tupelo, Mississippi, was a separate act of Civil Authority allowing for a separate claim for business interruption under the policy, with full coverage, both in coverage amount and allotted time period for Civil Authority Coverage for Business Income and Civil Authority Coverage for Extra Expense for each separate act;
- D. Alternatively, a declaration that the policy provides Civil Authority coverage for the full term of the policy of insurance for a period of one year;
- E. A declaration affirming that Plaintiff's loss of the value and function of its Covered Property constituted a direct physical loss of or damage to Covered Property under the Policy;
- F. A declaration affirming that Plaintiff's direct physical loss of or damage to Covered Property constituted a Covered Cause of Loss;
- G. A declaration affirming that, as a result of a direct physical loss of or damage to Covered Property, it became necessary for Plaintiff to suspend normal business operations;

- H. A declaration affirming that Plaintiff's direct physical loss of Covered Property triggered coverage because the Policy provides coverage for acts or decisions of governmental bodies that "result in" a Covered Cause of Loss;
- I. A declaration that any policy exclusion upon which the Defendant relies is ambiguous, does not apply to the facts of this matter and or is otherwise void as against Mississippi public policy;
- J. A declaration that the subject policy is an all risk policy and that every peril imaginable is covered unless specifically excluded. There was no PANDEMIC EXCLUSION so the claims are covered;
- K. An award of damages to Plaintiff in an amount not to exceed the jurisdictional limits of this court, not to exceed the amount of Seventy Four Thousand Four Hundred Ninety Nine Dollars (\$74,499.00) for damages incurred as a result of Defendants' failure to accept Plaintiff's valid claim under the policy of insurance; and
- L. Such other and further relief as the Court deems just and proper.

Dated this 22nd day of May, 2020.

FILED
TIME _____ AM/PM
MAY 22 2020

D.C.

Respectfully submitted,

M.B.S. TUPELO, LLC dba OLD
VENICE, PLAINTIFF

BY 
Michael D. Greer, MSB # 5002
Its Attorney

GREER, RUSSELL & DENT
POST OFFICE BOX 907
TUPELO, MS 38802
TELEPHONE: 662-842-5345
FAX: 662-842-6870
EMAIL: mgreer@greerlawfirm.com

FILED
TIME _____ AM/PM
MAY 22 2020
D.C.

B IL DS 00 09 07

Issuing Company: Tri-State Insurance Company of Minnesota
 11201 Douglas Avenue
 Urbandale, IA 50322

Administrative Home Office:
 4820 Lake Brook Drive, Suite 300
 Glen Allen, VA 23060
 804-285-2700

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

Renewal

Policy No.: ADV 4357089 - 43
Previous Policy No.: 4357089-42

Billing Method: Direct Bill
Payment Plan: 11

Named Insured Name and Address	Agency Name and Address	06393
M B S LLC DBA Old Venice 1020 N Gloster St #110 Tupelo, MS 38804-1202	(662) 842-1321 Renasant Insurance, Inc. 315 West Main Street Tupelo, MS 38802	

POLICY PERIOD

Policy Period: From 10/01/2019 to 10/01/2020 at 12:01 A.M. Standard Time at your mailing address shown above.

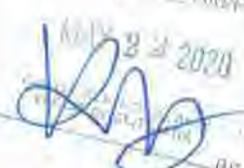
Business Description: Restaurant

Form of Business: Limited Liability Company

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

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

	Premium
Commercial Property Coverage Part	\$ 6,453.00
Commercial General Liability Coverage Part	\$ 3,789.00
Commercial Liquor Liability Coverage Part	\$ 2,450.00
Commercial Auto Coverage Part	\$ 307.00
TOTAL:	\$ 12,999.00

TIME FILED
 MAY 23 2020

 P.C.

FORMS APPLICABLE TO ALL COVERAGE PARTS

See attached "Schedule of Forms and Endorsements"



THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGES FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned: 8/8/19
(Date)

By: *Deborah J. Sheppard*
(Authorized Representative)

M B S LLC
DBA Old Venice
ADV 4357089-43
10/01/2019

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events.

Under the formula, for calendar year 2014, the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act, is \$ 48 and does not include any charges for the portion of losses covered by the United States Government under the Act.

Name of Insurer: Tri-State Insurance Company of Minnesota
Policy Number: ADV 4357089 - 43

COMMERCIAL PROPERTY COVERAGE PART – REVISION OF MULTISTATE FORMS AND ENDORSEMENTS ADVISORY NOTICE TO POLICYHOLDERS

This Notice, which summarizes the major changes in your Commercial Property insurance, does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This Notice does not reference every editorial change made in your policy.

The material in this Notice makes reference to form and endorsement numbers; **however, not all forms and endorsements are included in a particular policy.**

BROADENING OF COVERAGE

- **Water Damage (CP 10 30)**

Causes Of Loss – Special Form **CP 10 30** excludes wear and tear, but provides that, if wear and tear results in a "specified cause of loss", such resulting loss is covered. "Specified causes of loss", a defined term, includes, in part, accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe under certain circumstances.

The language relating to such incidents is revised to include reference to the section of pipe that is connected to certain off-premises water supply or sewer systems. Further, the language is revised to remove reference to municipal systems in favor of reference to potable water supply systems and sanitary sewer systems operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

- **Building Items Coverage Under A Tenant's Policy (CP 14 01, CP 14 02)**

The following endorsements address the situation in which a commercial tenant has a contractual obligation under the lease agreement for their rental space, to insure (or assume responsibility for reimbursement of damage to) certain property that is part of the building.

- Endorsement **CP 14 01** broadens coverage under a tenant's policy by adding certain building items as insured property. Insured building property is described in the Schedule of this endorsement.
- Endorsement **CP 14 02** broadens coverage under a tenant's policy by adding a specified category or categories of building property as insured property, in accordance with the terms of the endorsement.

Note: If your policy previously covered building glass under Endorsement **CP 14 70**, such coverage, if continued, will now be provided under either Endorsement **CP 14 01** or **CP 14 02**.

- **Burglary And Robbery Protective Safeguards (CP 12 11)**

This endorsement generally requires the insured to notify the insurer of suspension or impairment of a protective system. An exception to that requirement provides that notification is not necessary with respect to suspension or impairment of an automatic burglary alarm or other automatic system if protection can be restored within 48 hours and the insured provides at least one watchperson or other means of surveillance during non-work hours and whenever the premises are otherwise unoccupied (and during work hours if so required in the Schedule).

- **Ordinance Or Law Coverage – Post-Loss Change To Building Code (CP 04 05, CP 04 38, CP 15 31)**

The Post-Loss Ordinance Or Law Option, if made applicable via the Schedule of this endorsement(s), broadens Ordinance Or Law Coverage by including an ordinance or law that is promulgated or revised after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.

- **Ordinance Or Law Coverage For Tenant's Interest In Improvements And Betterments (Tenant's Policy) (CP 04 26)**

New Endorsement **CP 04 26** provides Ordinance Or Law Coverage under a tenant's policy for improvements and betterments. Coverage(s) **A**, **B** and/or **C** apply in accordance with entry in the Schedule of this endorsement. This endorsement contains the Post-Loss Ordinance Or Law Option described above.

CONDITIONAL: BROADENING OR REDUCTION OF COVERAGE, OR NO IMPACT

- **Utility Services – Time Element (CP 15 45)**

Business interruption policy Forms **CP 00 30** (Business Income And Extra Expense Coverage Form) and **CP 00 32** (Business Income Without Extra Expense Coverage Form) provide for a 72-hour "waiting" period prior to inception of the period of restoration for Business Income losses by means of a period of restoration definition, which also applies to utility services coverage under Endorsement **CP 15 45**. (Alternately, some business interruption policies might be written with no waiting period or a 24-hour waiting period, instead of 72 hours.)

As revised, the Schedule of Endorsement **CP 15 45** provides for entry of an independent waiting period for Business Income losses arising from utility services interruption, that is, a waiting period which could be different from the policy's waiting period. One of the following waiting periods apply to Business Income coverage under Endorsement **CP 15 45**, subject to entry in the Schedule of that endorsement: no-waiting-period; 12 hours; 24 hours; 48 hours; 72 hours; 96 hours; 120 hours; 144 hours; 168 hours. Accordingly, coverage under Endorsement **CP 15 45** is impacted as follows:

There is no impact on coverage with respect to continuation of the 72-hour base waiting period.

There is no impact on coverage with respect to continuation of the 24-hour waiting period and no-waiting-period, for policies that were previously written with those same periods.

The new 12-hour waiting period and 48-hour waiting period would broaden Business Income utility services coverage that was previously written subject to the 72-hour base waiting period.

The new waiting periods of 96, 120, 144 and 168 hours would reduce Business Income utility services coverage that was previously written subject to the 72-hour base waiting period.

REDUCTION OF COVERAGE

- **Protective Safeguards (CP 04 11)**

A new condition is added to Paragraph **A.**: An automatic fire alarm or other automatic system listed in the Schedule must be actively engaged and maintained in the "on" position at all times. This explicit requirement recognizes that a protective safeguard that is not activated does not provide protection and as such does not fulfill the expectation that is integral to our acceptance of the risk.

- **Burglary And Robbery Protective Safeguards (CP 12 11)**

A new condition is added to Paragraph **A.**: An automatic burglary alarm or other automatic system listed in the Schedule must be actively engaged and maintained in the "on" position during all non-work hours and whenever the premises are unoccupied. This explicit requirement recognizes that a protective safeguard that is not activated does not provide protection and as such does not fulfill the expectation that is integral to our acceptance of the risk.

A related condition enables use of the Schedule to specify additional requirements for activation of an automatic burglary alarm or other automatic system, or parts thereof. For example, some establishments might have valuable property that is to be protected even during business hours.

OTHER CHANGES

- **Protective Safeguards (CP 04 11) and Burglary And Robbery Protective Safeguards (CP 12 11)**

These endorsements are reformatted. The requirements that were previously addressed in exclusions in Paragraph **B**. were moved to Paragraph **A**. New Paragraph **B**. restates the exclusions as failure to comply with the conditions set forth in Paragraph **A**.

- **Ordinance Or Law Coverage (CP 04 05)**

Coverage **A** (loss to the undamaged portion of the building) is included within the Limit of Insurance that applies to the building. In the Coverage **A** grant and in the Loss Payment provisions addressing Coverage **A**, reference to the Limit of Insurance is elaborated upon to recognize that the building limit might appear in the Declarations or elsewhere in the policy. Further, the aforementioned Loss Payment clause is revised to explicitly convey the information that the building limit in the event of earthquake or flood loss (if such perils are endorsed to the policy) may be lower than the limit that otherwise applies. Such elaboration is being made in light of the fact that it is not uncommon in the marketplace for earthquake and flood, if covered, to be written at a sub-limit.

Editorial revisions and changes to format are made throughout Endorsement **CP 04 05** to accommodate the new Post-Loss Ordinance Or Law Option and enhance the flow of text. In some areas, reference to property is replaced with reference to the building to more precisely reference the subject of coverage. Further, the provision in Paragraph **B.7**. previously appeared in Paragraph **G**.

- **Functional Building Valuation (CP 04 38)**

Editorial revisions and changes to format are made in the sections of Endorsement **CP 04 38** that address Ordinance Or Law Coverage, to accommodate the new Post-Loss Ordinance Or Law Option and enhance the flow of text.

- **Ordinance Or Law – Increased Period Of Restoration (CP 15 31)**

Endorsement **CP 15 31** is revised to align the description of an ordinance or law with the description in Endorsement **CP 04 05**. Further, certain references to property are replaced with reference to the building to reflect the subject of the ordinance or law.

The coverage grant in **CP 15 31** is streamlined by referring to a suspension of operations covered under the policy and incorporating the substance of what was previously the closing paragraph of the period of restoration definition in this endorsement. That definition is eliminated within Endorsement **CP 15 31** as the remaining portion is identical to that in the underlying policy.

CHANGES TO MULTISTATE COMPANY ENDORSEMENT ADVANTAGE PROPERTY ENHANCEMENT CL CP 04 58

The following changes apply to your renewal policy:

CL CP 04 58 is renamed Advantage Property Enhancement. The Schedule of Coverage Limits is removed from the endorsement. Coverages and limits are now listed on the **Advantage Property Schedule CL CP 04 58 DS**.

BROADENING OF COVERAGE

Ordinance Or Law Coverage is broadened by including post-loss ordinance or law that is enacted within 90 days after a loss but prior to commencement of reconstruction or repair, provided such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy. Coverage is broadened to include tenants' improvement and betterments.

Separate limits no longer apply for Property Off-Premises and Property in Transit. Coverage is combined and renamed **Property Off-Premises and in Transit (including Client or Virtual Office Premises)**. Coverage is added for Client or Virtual Office Premises.

The following coverages are added:

- **Tenant Building and Business Personal Property Coverage- Required By Lease-** provides coverage for building items as insured property.

- **Fraudulent Impersonation**- covers loss resulting directly from the insured having, in good faith, transferred money, securities or other property in reliance upon a transfer instruction purportedly issued by an employee or other covered person, or a customer or vendor with whom the insured has a written contract, but which transfer instruction proves to have been fraudulently issued by an imposter without the knowledge or consent of the employee, customer or vendor.
- **Utility Services - Direct Damage** - provides coverage for damage to the insured's property resulting from an interruption of utility services due to a covered cause of loss.

Personal Effects and Property of Others – Coverage is amended to state coverage is primary over other insurance covering the same property.

Outdoor Signs – the base limit of \$15,000 is increased to \$25,000. Clarification is added to specify coverage applies to outdoor signs, whether or not attached to a building.

REDUCTIONS OF COVERAGE AND OTHER CHANGES

Additional Coverages, Computer and Funds Transfer Fraud, Credit Card Forgery, Credit Card Slip Theft, Disappearance or Destruction, Employee Theft (Including ERISA), Forgery or Alteration, Fraudulent Impersonation, Money Orders and Counterfeit Money, and Money and Securities (Including Unauthorized Business Card Use):

The endorsement is reformatted to show the common exclusions and conditions applicable to these coverages. The exclusions and conditions are new or revised. Exclusions include:

- **Acts committed by you, your partners or your members**
Clarifies insurance does not apply to dishonest acts committed by the named insured, its partners or managers.
- **Acts committed by your employees learned of by you prior to the policy period**
Acts of employees learned of by you prior to the policy period excludes coverage if the named insured or any partners, members, trustees, directors or officers became aware of theft or loss by the employee that occurred before the start of the policy period.
- **Acts committed by your employees, managers, directors, trustees or representatives**
This exclusion clarifies that insurance does not apply to dishonest acts committed by any of those close to the named insured in his or her business, such as partners, managers, and trustees except when covered under Employee Theft.
- **Confidential or Personal Information**
Loss resulting from disclosure of both the insured's confidential information and the personal information of others is excluded. This exclusion does not apply to an otherwise covered loss that results directly from the use of the insured's confidential or personal information.
- **Data Security Breach**
Expenses resulting from a data security breach are excluded, as they are not intended to be covered under a property policy. They are more appropriately covered under cyber-insurance policies.
- **Indirect loss**
Precludes coverage for loss that is an indirect result of a covered act of dishonesty.
- **Legal fees, costs and expenses**
No coverage applies to expense related to any legal action.
- **Virtual currency**
Excludes loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

Conditions include:

- **Additional premises or employees**

Automatic coverage of additional employees or premises established by the named insured other than through consolidation, merger, or purchase of another entity.

- **Extended period to discover loss**
Provides an extended period from the date of cancellation to discover a loss.
- **Joint insured**
Describes the relationships between the insurer and insureds and between insureds.
- **Loss sustained during prior insurance issued by us or any affiliate**
Provides clarification on how losses are settled dependent upon when the loss was sustained.
- **Loss sustained during prior insurance not issued by us or any affiliate**
Provides clarification on how losses are settled dependent upon when the loss was sustained.
- **Ownership of property; interests covered**
Clarifies property covered is limited to the name insured's property or property that the named insured holds for others.
- **Records**
Requires you to keep records of all property covered.
- **Armored motor vehicle companies**
Clarifies that losses that cannot be recovered under your contract with an armored motor vehicle company are covered.

Computer Funds Transfer Fraud

Additional exclusions apply to Computer Funds Transfer Fraud:

- **Authorized Access**
Loss due to the fraudulent entry of, or change to, electronic data or a computer program, by a person or organization authorized to access the insured's computer system is not covered.
- **Credit Card Transactions**
Loss due to the use of credit, debit, and similar cards, or the information contained on them, is not covered.
- **Exchanges or Purchases**
Loss resulting from the giving or surrendering of covered property in any exchange or purchase is not covered.
- **Fraudulent Instructions**
Applies to loss from an employee or financial institution acting on any fraudulent instruction to transfer, pay, or deliver money, securities, or other property, or to debit or delete the insured's account.
- **Inventory Shortages**
Loss that is evident only upon inventory or profit or loss computations is excluded.

Employee Theft (Including ERISA):

Additional exclusions apply to Employee Theft (Including ERISA). Exclusions include:

- **Inventory shortages**
Loss that is evident only upon inventory or profit or loss computations is excluded.
- **Trading**
Loss resulting from trading, whether in your name or in genuine or fictitious account is not covered, except covered losses to an employee benefit plan.
- **Warehouse receipts**
Loss resulting from the fraudulent or dishonest signing of a warehouse receipt or papers, except covered losses to an employee benefit plan.

Additional conditions apply to Employee Theft (Including ERISA). :

- **Employee benefit plans**

Employee benefit plans are included as Insureds under Employee Theft.

- **Termination as to any Employee**

Coverage terminates for an employee when theft or any other dishonest act committed by that employee is discovered.

Money and Securities (Including Unauthorized Business Card Use)

Additional exclusions apply to Money and Securities. Exclusions include:

- **Accounting or Arithmetical Errors or Omissions**

Loss resulting from accounting or arithmetical errors or omissions are not covered.

- **Exchanges or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase is not covered.

- **Fire**

Loss resulting from fire is not covered.

- **Money Operated Devices**

Loss of property contained in any money operated device is not covered unless the amount of money deposited in it is recorded by a continuous recording instrument in the device.

- **Motor Vehicles or Equipment and Accessories**

Loss of or damage to motor vehicles or equipment attached to them are not covered.

- **Transfer or Surrender of Property**

Loss of or damage to property after it has been transferred or surrendered to a person outside the premises or financial institution is not covered.

- **Vandalism**

Loss from damage to the premises or its exterior, or to any safe or vault by vandalism is not covered.

- **Voluntary Parting of Title to or Possession**

Loss resulting from your or anyone acting on your express or implied authority by any dishonest act to voluntarily part with title to or possession of any property is not covered.

Credit Card Forgery, Forgery or Alteration, and Fraudulent Impersonation

Additional conditions apply to Credit Card Forgery, Forgery or Alteration, and Fraudulent Impersonation:

- **Electronic and Mechanical Signatures**

Electronic signatures will be treated as handwritten signatures.

- **Proof of Loss**

Proof of loss is required.

Loss Data Preparation Cost – revisions are made to clarify that expenses and fees for public insurance adjusters and expenses to prepare claims not covered under this endorsement are not covered. Reasonable costs are covered for collecting and preparing loss data as required by applicable policy conditions and requested by us.

Spoilage – revisions are made to clarify there is no coverage for power outages or interruption due to damage to above ground overhead transmission lines.

Discharge from Sewers, Drains or Sumps - revisions are made to clarify there is no coverage for the cost of repairing or replacing a sewer, drain, sump, sump pump or any related parts or equipment.

Employee Dishonesty is renamed **Employee Theft (Including ERISA)**

Fire Protection Equipment Refill is renamed **Fire Protection Equipment Recharge or Refill**

Money Orders and Counterfeit Paper Currency is renamed **Money Orders and Counterfeit Money**

Money and Securities is renamed **Money and Securities (Including Unauthorized Business Card Use)**- Unauthorized Business Card Use is covered under Money and Securities.

Lost Key Consequential Loss - revisions are made to clarify coverage applies to a covered location.

Property Off-Premises and Property in Transit - Separate limits no longer apply for Property Off-Premises (\$25,000) and Property in Transit (\$25,000), a combined limit of \$25,000 is provided.

Definitions

The definition of money is expanded to include deposits in an insured's financial institution account in addition to tangible type of money such as currency and coin.

The banking premises definition is replaced with the broader financial institution definition to cover insured property in both depository institutions and in other financial institutions.

The definition of eligible person is moved to the IV. Definition section.

Definitions are added for the following terms:

- Client or Virtual Office Premises
- Computer Programs
- Computer Systems
- Counterfeit money
- Customer
- Discover
- Employee
- Financial Institution
- Financial Institution Premises
- Fraudulent instruction
- Hardware
- Manager or Managers
- Member or Members
- Occurrence
- Other Property
- Theft
- Transfer Account
- Transfer instruction
- Vendor

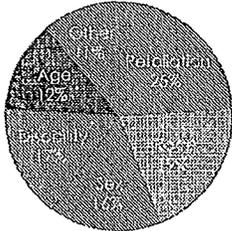
EPL Protects Employers

EPL insurance provides financial protection from a variety of employment suits and complaints. It also covers defense costs. We connect you with attorneys experienced in employment law. They focus on your defense so you can focus on your business.

From Many Exposures

Discrimination, retaliation and sexual harassment claims are the most common complaints.

EEOC Discrimination Complaints*



However, EPL insurance can also protect you from lawsuits and administrative actions filed for wrongful discharge, defamation, invasion of privacy and other wrongful employment acts.

Are You Prepared?

If you want to learn more about Employment Practices Liability Insurance, or if you just want to discuss the kinds of claims that companies like yours experience, contact us.

Berkley Southeast Insurance Group
www.berkleysig.com

For more information, contact your independent Insurance Agent.

* Sources
 * EEOC charge statistics at www.eeoc.gov
 * Gen Re's Employment Practices Liability Underwriting Survey, prepared by Jackson Lewis LLP, 2019.
 † July verdicts only from Jury Verdict Research, an LRI Publication Company, Harrisburg, Pennsylvania.
 ‡ EEOC charge statistics at www.eeoc.gov

Accela Insurance Company • Continental Western Insurance Company • Firemen's Insurance Company of Washington, D.C. • Tri-State Company of Minnesota • Union Insurance Company
 Berkley Southeast Insurance Group is a member company of W. R. Berkley Corporation, a Fortune 500 Company, whose insurance company subsidiaries are rated A+ (Superior) by A.M. Best.
 Products and services are provided by one or more insurance company subsidiaries of W. R. Berkley Corporation. Not all products and services are available in every jurisdiction, and the precise coverage afforded by any insurer is subject to the actual terms and conditions of the policies as issued.
 © 2017 Berkley Southeast Insurance Group. All rights reserved.



Why you need Employment Practices Liability Insurance



Bad things do happen

Workers file lawsuits against employers every day. Charges filed with the EEOC are on the rise again, reaching a level 20% higher than 10 years ago.* Roughly 1/3 of these charges are made against small businesses. When that happens, a business owner needs help. This is where Employment Practices Liability Insurance comes in to help.

Employers of all types and sizes are sued by employees. Jury awards and out-of-court settlements can run into hundreds of thousands of dollars. Add legal fees and management attention, and the total cost can be staggering.

Are you prepared?

Most business policies do not cover employment suits.

Employment Practices Liability Insurance (EPLI) could protect you from the financial consequences of an employment lawsuit.

Your company is like a family, and it is hard to think of anyone filing a complaint. But over 100,000 administrative actions were filed with federal and state regulators in recent years, and the number is growing. An additional number went directly to court.

Did you know that companies with even one employee are subject to liability under some federal and state laws?

By the time you reach 20 employees, most significant discrimination laws apply to you.*

Federal and State Laws (Equal LEO)	
# Employees	Applicable Statute
1 or more	Equal Pay Act Uniformed Services Employment & Reemployment Rights Act Employee Polygraph Protection Act
15 or more	Civil Rights Act (Title VII) Americans with Disabilities Act Pregnancy Discrimination Act Genetic Discrimination Act
20 or more	Age Discrimination Act
50 or more	Family and Medical Leave Act

* BSIS EPL policies are offered in Alabama, Georgia, Mississippi, North Carolina, South Carolina, Tennessee. Please contact your BSIS agent to discuss the federal and state laws in these states.

Many state laws contain lower size thresholds. There is no minimum size employer for common law actions such as defamation and invasion of privacy.

Claims like these happened to other businesses and organizations. All of these lawsuits involved companies with fewer than 25 employees.*

Small Employers Can Be Sued Too

▶ Male worker in building materials supply company claimed sexual harassment after rejecting advances of female supervisor.

Plaintiff Verdict: \$50,112

▶ Retailer prohibited employee from using wheelchair on the job, and subsequently fired him.

Plaintiff Settlement: \$35,000

▶ Graphics company sued for retaliatory discharge of employee who testified on behalf of a co-worker.

Plaintiff Verdict: \$255,000

▶ Contractor/Concrete supplier terminated 76-year-old employee who alleged age discrimination.

Plaintiff Verdict: \$77,000

▶ Pregnant female at investment firm sued for wrongful discharge from refusing to work on day of office fumigation.

Plaintiff Verdict: \$21,299

Can any of these things happen to your company?

PRIVACY NOTICE

Tri-State Insurance Company of Minnesota (the "Company"), a member company of the W.R. Berkley Corporation ("Berkley") group of companies and each other member of the Berkley group of companies ("Affiliates") understands our customers' concern about privacy of their information collected by the Company. Our Company is dedicated to protecting the confidentiality and security of nonpublic personal information we collect about our customers in accordance with applicable laws and regulations. This notice refers to the Company by using the terms "us," "we," or "our." This notice describes our privacy policy and describes how we treat the nonpublic personal information about our customers that we receive from them ("Information").

Why We Collect and How We Use Information.

We collect and use Information for business purposes with respect to our insurance products and services and other business relations involving our customers. We gather this Information to evaluate your request for insurance, to evaluate your insurance claims, to administer, maintain, or review your insurance policy, and to process your insurance transactions. We also accumulate certain information about you as may be required or permitted by law.

Your insurance agent or broker also collects this Information and may use it to help with your overall insurance program or to market additional products and services to you. We may also use Information to offer you other products or services that we or our Affiliates provide.

How We Collect Information.

Most Information collected by us is provided by you or your insurance agent or broker to us. We obtain Information from (i) applications or other forms submitted by you, your insurance agent or broker or your authorized representatives to us and our Affiliates, and (ii) your transactions with us or our Affiliates. We may also obtain Information from other sources such as (i) consumer reporting agencies, (ii) other institutions or information services providers, (iii) employers, (iv) other insurers, or (v) your family members.

Information We Disclose

We disclose any Information which we believe is necessary to conduct our business as permitted by applicable law or where required by applicable law. This disclosure may include (i) Information we receive from you on applications or other forms provided to us and our Affiliates, such as names, addresses, social security numbers, assets, employer information, salaries, etc. (ii) Information about your transactions with us and our Affiliates, such as policy overages, premiums, payment history, etc., and (iii) Information we receive from a consumer reporting agency, such as credit worthiness and credit history.

To Whom We Disclose Information

We may, as permitted or required by applicable law, disclose your Information to nonaffiliated third parties, such as (i) your insurance agent or broker, (ii) independent claims adjusters, (iii) insurance support organizations, (iv) processing companies, (v) actuarial organizations, (vi) law firms, (vii) other insurance companies involved in an insurance transaction with you, (viii) law enforcement, regulatory, or governmental agencies, (ix) courts or parties therein pursuant to a subpoena or court order, (x) businesses with whom we have a marketing agreement, or (xi) our Affiliates.

We may share Information with our Affiliates so that they may offer you products and services from the Berkley group of companies or to analyze our book of business and to consolidate necessary information. We do not disclose Information to other companies or organizations not affiliated with us for the purpose of using Information to sell their products or services to you. For example, we do not sell your name to unaffiliated mail order or direct marketing companies.

How We Protect Information

We require our employees to protect the confidentiality of Information as required by applicable law. Access to Information by our employees is limited to administering, offering, servicing, processing or maintaining of our products and services. We also maintain physical, electronic and procedural safeguards designed to protect Information. When we share or provide Information to other persons or organizations, we contractually obligate them, if required by law, to treat Information as confidential and conform to our privacy policy and applicable laws and regulations.

Correction and Access to Information

Upon our receipt of your written request to us at 1745 N Brown Rd. Suite 400, Lawrenceville, GA 30043-8156, we will, generally, make available Information for your review. If you believe the Information we have about you is incorrect or inaccurate, you may request that we make any necessary corrections, additions or deletions. If we agree with your belief, we will correct our records if required by applicable law. If we do not agree, you may submit to us a short statement of dispute, which we will include in any future disclosure by us of such Information if required by applicable law.

Requirements for Privacy Notice

This privacy notice is being provided due to recently enacted federal and state laws and regulations establishing new privacy standards and requires us to provide this privacy policy. For additional information regarding our privacy policy, please write to us at 1745 N Brown Rd. Suite 400, Lawrenceville, GA 30043-8156.

Adopted: June 1, 2001

POLICYHOLDER NOTICE
CL PN 02 85 04 14

COMMERCIAL GENERAL LIABILITY

NOTICE TO POLICYHOLDERS

NON-CUMULATION OF LIABILITY OF EACH OCCURRENCE LIMIT AND PERSONAL AND ADVERTISING INJURY LIMIT

This notice does not form a part of your insurance contract. It is a summary only of an additional endorsement which applies to your renewal policy. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the endorsement or policy provisions and this summary, **THE ENDORSEMENT AND POLICY PROVISIONS SHALL PREVAIL.**

Please read your policy, and the endorsements attached to our policy, carefully.

CL CG 21 74 09 12 – Non-Cumulation Of Liability Of Each Occurrence Limit And Personal And Advertising Injury Limit (Commercial General Liability Coverage Part)

This endorsement is to clarify that:

1. If an "occurrence" that results in bodily injury or property damage includes continuous or repeated exposure to substantially the same general harmful conditions that extend over more than one policy period issued by us or any "affiliate", then the Each Occurrence Limit of this policy will be reduced by the amount of payments made by us and/or any "affiliate" under such other commercial general liability policy(ies) because of all such bodily injury and/or property damage; or
2. If "personal and advertising injury" caused by an offense(s) to which this policy applies is sustained by one person or organization and such offense(s) and/or injury(ies) or damage(s) involve more than one policy period issued to you by us or any "affiliate", then the Personal and Advertising Injury Limit of this policy will be reduced by the amount of payments made by us and/or any "affiliate" under such other policy(ies) because of all such "personal and advertising injury".

This does not represent any change in intent that:

- a. A single "occurrence" access only one occurrence limit for the sum of all damages and medical expenses because of all "bodily injury" and "property damage" arising out of such "occurrence", or
- b. The Personal and Advertising Injury Limit be the most that will be paid for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization,

regardless of the length of the policy period or number of consecutive policy periods.

However, to the extent that a jurisdiction may have considered the application of either the Each Occurrence Limit or the Personal and Advertising Injury Limit to be ambiguous, the attachment of this endorsement may be considered a reduction in coverage.

As used in the endorsement and/or policy:

- (1) "Affiliate" means any insurer owning, owned by, controlling, controlled by, or under common ownership or control with, us at any time;

- (2) "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions; and
- (3) "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- (a) False arrest, detention or imprisonment;
 - (b) Malicious prosecution;
 - (c) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - (d) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - (e) Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - (f) The use of another's advertising idea in your "advertisement"; or
 - (g) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

Please refer to the endorsement for its complete text.

Other insurance companies may or may not have this or an equivalent endorsement in their current policies.

**PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS REGARDING
THIS CHANGE OR OTHER INSURANCE MATTERS.**

CL LOC 09 08

LOCATION SCHEDULE

Location # 1

3117 McCullough Blvd
Tupelo, MS 38826-1202

CL IL FS 01 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy Number: ADV 4357089 - 43

SCHEDULE OF FORMS AND ENDORSEMENTS

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

Commercial Common Policy

<u>State*</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
ALL	B IL DS 00	09-2007	Commercial Lines Policy Common Policy Declarations
ALL	CL IL FS 01	09-2008	Schedule of Forms and Endorsements
ALL	CL IL SP 64	08-2019	Tri-State Policy Jacket Signature Page
ALL	CL LOC	09-2008	Location Schedule
ALL	IL 00 17	11-1998	Common Policy Conditions

Commercial Auto Coverage Part

<u>State*</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
ALL	IL 00 03	09-2008	Calculation of Premium
ALL	IL 00 21	09-2008	Nuclear Energy Liability Exclusion Endorsement - Broad Form
ALL	IL 02 82	09-2008	Mississippi Changes - Cancellation and Nonrenewal

Commercial General Liability Coverage Part

<u>State*</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
ALL	IL 00 03	09-2008	Calculation of Premium
ALL	IL 00 21	09-2008	Nuclear Energy Liability Exclusion Endorsement - Broad Form
ALL	IL 02 82	09-2008	Mississippi Changes - Cancellation and Nonrenewal
ALL	IL 09 85	01-2015	Disclosure Pursuant to Terrorism Risk Insurance Act

Commercial Property Coverage Part

<u>State*</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
ALL	IL 00 03	09-2008	Calculation of Premium
ALL	IL 02 82	09-2008	Mississippi Changes - Cancellation and Nonrenewal
ALL	IL 09 35	07-2002	Exclusion of Certain Computer Related Losses
ALL	IL 09 52	01-2015	Cap on Losses From Certified Acts Of Terrorism
ALL	IL 09 85	01-2015	Disclosure Pursuant to Terrorism Risk Insurance Act

*When the word "ALL" appears in the state column, the form applies to all states on the policy.

IL 00 03 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

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

The following is added:

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

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT**
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

IL 01 19 10 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSISSIPPI CHANGES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** The **Legal Action Against Us** Condition, in the Commercial Property Conditions, the Standard Property Policy and the Capital Assets Program Coverage Form (Output Policy) is replaced by the following:
- LEGAL ACTION AGAINST US**
- No one may bring a legal action against us under this Coverage Part unless:
1. There has been full compliance with all of the terms of this Coverage Part; and
 2. The action is brought within 3 years after the date on which the direct physical loss or damage occurred.
- C.** Under the Commercial Property Coverage Part, Paragraph (1) of the **Legal Action Against Us** Condition in the Mortgageholders Errors And Omissions Coverage Form is replaced by the following:
- (1) No one may bring a legal action against us under Coverages **A** and **B** unless:
- (a) There has been full compliance with all of the terms of Coverages **A** and **B**; and
- (b) The action is brought within 3 years after you discover the error or accidental omission.
- D.** The **Legal Action Against Us** Condition in the Commercial Inland Marine Conditions is replaced by the following:
- LEGAL ACTION AGAINST US**
- No one may bring a legal action against us under this Coverage Part unless:
1. There has been full compliance with all the terms of this Coverage Part; and
 2. The action is brought within 3 years after you first have knowledge of the direct loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSISSIPPI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 7. is added to the **Cancellation** Common Policy Conditions:

7. If:

- a.** The first Named Insured cancels this policy, we will notify any named creditor loss payee.
- b.** We cancel this policy, we will mail or deliver our written notice of cancellation to any named creditor loss payee in the same manner and at the same time as notification is given to the first Named Insured, as stated in this Condition.

The provisions of Paragraphs **a.** and **b.** above do not apply to any mortgageholder.

B. Paragraphs **f.** and **g.** of the **Mortgageholders** Condition, if any, are replaced by the following:

f. If:

- (1)** The first Named Insured cancels this policy, we will notify the mortgageholder.
- (2)** We cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.

We will notify the mortgageholder by mailing or delivering the cancellation notice to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

g. If:

- (1)** The first Named Insured does not renew this policy, we will notify the mortgageholder.
- (2)** We decide not to renew this policy, we will give written notice to the mortgageholder at least:
 - (a)** 10 days before an anniversary date or the expiration date of the policy, if the nonrenewal is due to nonpayment of premium; or
 - (b)** 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the mortgageholder by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

NONRENEWAL

- 1.** If the first Named Insured does not renew this policy, we will notify any named creditor loss payee.

2. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any named creditor loss payee, at least:
- a. 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or
 - b. 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

We will notify the first Named Insured and any named creditor loss payee by mailing or delivering the notice of nonrenewal to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

The provisions of Paragraphs 1. and 2. above do not apply to any mortgageholder.

- D. The requirements for notification of cancellation or nonrenewal of this policy, as stated in Paragraphs A., B. and C. above, supersede any other notification requirements to any named creditor loss payee and any mortgageholder, stated in this policy, including any endorsement attached to the policy.
- E. Any named creditor loss payee and any mortgageholder may elect not to receive notification of cancellation or nonrenewal by providing us with a written release.

IL 09 35 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

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

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;
due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
- 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;
we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

IL 09 52 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. Cap On Certified Terrorism Losses

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

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

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

B. Application Of Exclusions

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

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE - PART I	
Terrorism Premium (Certified Acts) \$	48
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
All Coverage Forms other than Commercial Auto, Crime Coverage, Employment-Related Practices Liability and Farm Multi-Peril Coverages	
Additional information, if any, concerning the terrorism premium:	
The premium shown above is subject to change if the policy or any portion of it is subject to premium audit or if changes are made to the policy during its term. When coverage for certified acts of terrorism has been rejected under a policy subject to Standard Fire Policy statutes, the premium shown applies only to direct loss or damage by fire to covered property.	
SCHEDULE - PART II	
Federal share of terrorism losses	85% Year: 2015
Federal share of terrorism losses	84% Year: 2016
Federal share of terrorism losses	83% Year: 2017
Federal share of terrorism losses	82% Year: 2018
Federal share of terrorism losses	81% Year: 2019
Federal share of terrorism losses	80% Year: 2020
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

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

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

COMMERCIAL PROPERTY
B CP DS 01 10 00

Issuing Company: Tri-State Insurance Company of Minnesota

COMMERCIAL PROPERTY DECLARATIONS

COINSURANCE CONTRACT

Policy No.: ADV 4357089 - 43
Previous Policy No.: 4357089-42

NAMED INSURED AND ADDRESS	AGENCY NAME AND ADDRESS	06393
M B S LLC DBA Old Venice 1020 N Gloster St #110 Tupelo, MS 38804-1202	(662) 842-1321 Renasant Insurance, Inc. 315 West Main Street Tupelo, MS 38802	

POLICY PERIOD

Policy Period: From 10/01/2019 to 10/01/2020 at 12:01 A.M. Standard Time at your mailing address shown above.

TOTAL ADVANCE PREMIUM \$6,453

DESCRIPTION OF PREMISES AND COVERAGES PROVIDED

Description Of Property	Limit	Cause Of Loss	Coinsurance	Valuation	Inflation Guard
LOCATION: # 1	Deductible: \$1,000				
	W/H-Ded: \$1,000				
3117 McCullough Blvd Tupelo, MS 38826-1202					
BUILDING # 1					
1 Story Non-Combustible Building Occupied As Family Style (w/table service) - American - with alcohol					
Building	1,379,040	SPECIAL	80%	RC	
Business Personal Property	210,080	SPECIAL	80%	RC	
Business Income Including Extra Expense - Actual Loss Sustained Includes Rental Value		SPECIAL			

KEY: ACV = Actual Cash Value AV = Agreed Value FBV = Functional Building Valuation RC = Replacement Cost
MR = Monthly Reporting

COVERAGES APPLICABLE TO ALL LOCATIONS

- Advantage Property Endorsement
- Advantage Restaurant Food Contamination - Business Income Endorsement
- Advantage Business Income Endorsement

MORTGAGE HOLDER(S)

FORMS APPLICABLE

Policy No.: ADV 4357089 - 43

See attached "Schedule of Forms and Endorsements"

COMMERCIAL PROPERTY
CL CP FS 01 09 08

Policy Number: **ADV 4357089 - 43**

SCHEDULE OF FORMS AND ENDORSEMENTS

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

Commercial Property

<u>State*</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
ALL	IL 01 19	10-2012	Mississippi Changes
ALL	B CP DS 01	10-2000	Commercial Property Declarations
ALL	CL CP FS 01	09-2008	Schedule of Forms and Endorsements
ALL	CL CP 00 04	12-2017	Equipment Breakdown Coverage Endorsement
ALL	CL CP 01 29	09-2015	Advantage Business Income (And Extra Expense) - Actual Loss Sustained
ALL	CL CP 01 45	09-2015	Advantage Foundations, Underground Pipes, Flues or Drains Endorsement
ALL	CL CP 01 47	09-2015	Advantage Business Income and Extra Expense Endorsement
ALL	CL CP 04 58	10-2018	Advantage Property Endorsement
ALL	CL CP 04 58 DS	10-2018	Advantage Property Schedule
ALL	CL CP 04 61	09-2015	Advantage Restaurant Food Contamination - Business Income Endorsement
ALL	CL PN 50 10	09-2015	Commercial Prop Cov Part Multistate Rev of Forms and Ends Advisory Notice to Policyholders
ALL	CP 00 10	10-2012	Building and Personal Property Coverage Form
ALL	CP 00 30	10-2012	Business Income (And Extra Expense) Coverage Form
ALL	CP 00 90	07-1988	Commercial Property Conditions
ALL	CP 01 40	07-2006	Exclusion of Loss Due to Virus or Bacteria
ALL	CP 04 17	10-2012	Utility Services - Direct Damage
ALL	CP 10 30	09-2017	Causes Of Loss - Special Form

**When the word "ALL" appears in the state column, the form applies to all states on the policy.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM
COMMERCIAL PROPERTY CONDITIONS
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM

Subject to all terms and conditions provided by the **Commercial Property Coverage Part**, the following Additional Coverage is added:

A. We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from "Equipment Breakdown".

1. "Equipment Breakdown" loss or damage must be caused by, resulting from, or consisting of:
 - a. Mechanical breakdown;
 - b. Electrical or electronic breakdown and "electronic equipment deficiency";
 - c. Rupture, bursting, bulging, implosion, or steam explosion; or
 - d. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances, or wires.

If covered electrical equipment requires drying out as a result of a flood we will pay for the direct expenses of such drying out.

2. "Equipment Breakdown" does not include:
 - a. Physical loss or damage caused by or resulting from any of the following:
 - (1) Wear and tear;
 - (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;
 - (3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;

(6) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;

(7) Marring or scratching.

However, if loss or damage not otherwise excluded results, then we will pay for such resulting damage.

b. Any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following Causes of Loss:

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

B. With respect to the **Building And Personal Property Coverage Form, Condominium Association Coverage Form and Condominium Commercial Unit-Owners Coverage Form**, the following apply:

1. With respect to the coverage provided by this endorsement, the following is added to Paragraph A.4.d. **Pollutant Clean-up And Removal:**

We will pay for the Pollutant Clean-up And Removal for loss resulting from an "Equipment Breakdown". The most we will pay for the Pollutant Clean-up And Removal is \$250,000, unless a higher limit is shown on the Equipment Breakdown Deductible And Limits Exceptions Schedule.

2. With respect to the coverage provided by this endorsement, the following extensions are added to Paragraph A.5. **Coverage Extensions:**

h. Expediting Expense

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

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

i. Refrigerant Contamination

We will pay the loss from contamination by refrigerant used in refrigerating, cooling or humidity control equipment at the premises described in the Declarations as a result of "Equipment Breakdown".

The most we will pay for loss or damage under this coverage is \$250,000, unless a higher limit is shown in the Equipment Breakdown Deductible And Limits Exceptions Schedule.

j. Spoilage Coverage

We will pay for loss of "perishable goods" due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by "Equipment Breakdown".

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

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or

sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water damage, earth movement and flood.

The most we will pay for loss or damage under this coverage is \$250,000, unless a different limit is shown on the Equipment Breakdown Deductible And Limits Exceptions Schedule.

k. CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances.

Additional costs mean those in excess of what would have been required to repair or replace covered property, had no CFC refrigerant been involved. We also pay for additional loss, as described under the Spoilage Coverage or loss of income coverages provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

We pay no more than the least of the following:

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

l. Computer Equipment

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

m. Media Or Data

- (1) We will pay for loss or damage to your "Media" or "Data" caused by an "Equipment Breakdown". We will pay for your cost to research, replace, restore all forms of electronic and magnetic tapes, disks, and "data", and the costs to reprogram instructions, for use in any covered electronic computer or electronic data processing equipment.

We will not pay to reproduce:

- (a) Software programs or operating systems that are not commercially available; or
- (b) "Data" that is obsolete, unnecessary or useless to you.

The most we will pay for loss or damage under this coverage for "Media" and "Data" is \$100,000, unless a higher limit is shown on the Equipment Breakdown Deductible And Limits Exceptions Schedule.

- (2) If "Media" is damaged or "Data" is lost or corrupted, we will pay your actual loss of Business Income and/or Extra Expense during the time necessary to:
 - (a) Research, replace or restore the damaged "Media" or lost or corrupted "Data"; and
 - (b) Reprogram instructions used in any covered "Computer Equipment".

There shall be no coverage for any "Media" or "Data" that we determine is not, or cannot, be replaced or restored.

Unless a higher limit is shown in the Declarations, we will pay the lesser of your actual loss of Business Income and/or Extra Expense up to 30 days after the "Period of Restoration" or \$100,000.

n. Service Interruption

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

o. Valuable Papers And Records - Cost To Research Valuable Papers And Records (Other Than Electronic Data)

We will pay for your reasonable and necessary cost to research, replace and restore the lost information on electronic media and records as a result of an "Equipment Breakdown".

This will be part of, and not in addition to, the limits provided by the **Valuable Papers And Records (Other Than Electronic Data) Coverage Extension** under the property form to which this endorsement is attached.

p. Temperature Fluctuation

We will pay for loss of "perishable goods" only caused by or resulting from any condition or event to Covered Property that can be resolved by calibrating, resetting, tightening, adjusting or cleaning.

However, we will not pay for loss of "perishable goods" as a result of resetting the power supply to the Covered Property containing the "perishable goods".

The most we will pay for this Temperature Fluctuation is \$5,000 including any insurance provided for Business Income or Extra Expense.

q. Unauthorized Instruction

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

r. Risk Improvement

If Covered Property suffers direct physical loss or damage due to an "Equipment Breakdown", we will pay for the insured to improve the "power quality" of the electrical system or equipment at the loss location where the "Equipment Breakdown" occurred.

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

- (1) Installation of surge protection devices (SPD's) which are installed at the loss location's line disconnect, load disconnect, or on specific pieces of equipment and that are certified by Underwriter Laboratories (UL) or has an equivalent certification. However SPD's do not include any SPD's which are cord-connected surge strips, direct plug-in SPD's or receptacle SPD's;

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

We will not pay more than 10%, to a maximum limit of \$10,000, of the loss amount paid. An invoice for implementation of this Additional Coverage must be sent to us within 180 days after the payment of the loss is received.

s. Off-premises Coverage

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

The most we will pay for Off-premises Coverage is \$25,000.

- 3. With respect to the coverage provided by this endorsement, the following is added to Paragraph F. **Additional Conditions:**

Suspension

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

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

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

4. Jurisdictional Inspections

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

5. Environmental, Safety And Efficiency Improvements

If Covered Property requires replacement due to an "Equipment Breakdown", we will pay

your additional cost to replace with equipment that is better for the environment, safer, or more efficient than the equipment being replaced.

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

6. Green Environmental And Efficiency Improvements

- a. If Covered Property requires repair or replacement due to an "Equipment Breakdown", we will pay;

- (1) The lesser of the reasonable and necessary additional cost incurred by the Insured to repair or replace physically damaged Covered Property with equipment of like kind and quality which qualifies as "Green". "Like kind and quality" includes similar size and capacity.

- (2) The additional reasonable and necessary fees incurred by the Insured for an accredited professional certified by a "Green Authority" to participate in the repair or replacement of physically damaged Covered Property as "Green".

- (3) The additional reasonable and necessary cost incurred by the Insured for certification or recertification of the repaired or replaced Covered Property as "Green".

- (4) The additional reasonable and necessary cost incurred by the Insured for "Green" in the removal, disposal or recycling of damaged Covered Property.

- (5) The business interruption (if covered within the Policy to which this **Equipment Breakdown Coverage Endorsement** is attached) loss during the additional time required for repair or replacement of Covered Property, consistent with "Green", in the coverages above.

- b. We will not pay more than 150%, to a maximum limit of \$100,000, of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs, and any business interruption loss incurred as stated above.

c. Green Environmental And Efficiency Improvements does not cover any of the following:

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

C. With respect to the coverage provided by this endorsement, the **Causes Of Loss - Basic Form**, **Causes Of Loss - Broad Form** and **Causes Of Loss - Special Form** are amended as follows:

1. Changes to the Causes Of Loss - Basic Form

- a. The following is added as a Covered Cause of Loss:

12. "Equipment Breakdown".

- b. Exclusions **B.2.d.** and **B.2.e.** do not apply with respect to the coverage provided by this endorsement.
- c. Exclusion **B.2.a.** is deleted and replaced by the following:

Magnetic or electromagnetic energy that disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purposes of this exclusion, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(b) Pulse of electromagnetic energy; or

(c) Electromagnetic waves or microwaves.

However, if damage results causing an "Equipment Breakdown", we will pay for the loss or damage caused by that "Equipment Breakdown". But if fire results, we will pay for the loss or damage caused by that fire.

2. Changes to the Causes Of Loss - Broad Form

- a. The following is added as a Covered Cause of Loss:

15. "Equipment Breakdown".

b. Exclusions **B.2.b.** and **B.2.c.** do not apply with respect to the coverage provided by this endorsement.

- c. Exclusion **B.2.a.** is deleted and replaced by the following:

Magnetic or electromagnetic energy that disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purposes of this exclusion, magnetic or electromagnetic energy includes but is not limited to:

(a) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(b) Pulse of electromagnetic energy; or

(c) Electromagnetic waves or microwaves.

However, if damage results causing an "Equipment Breakdown", we will pay for the loss or damage caused by that "Equipment Breakdown". But if fire results, we will pay for the loss or damage caused by that fire.

3. Changes to the Causes Of Loss - Special Form

- a. Covered Cause of Loss also means "Equipment Breakdown".

b. Exclusions **B.2.d.(6)** and **B.2.e.** do not apply with respect to the coverage provided by this endorsement.

- c. Exclusion **B.2.a.** is deleted and replaced by the following:

Magnetic or electromagnetic energy that disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purposes of this exclusion, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (b) Pulse of electromagnetic energy; or
- (c) Electromagnetic waves or microwaves.

However, if damage results causing an "Equipment Breakdown", we will pay for the loss or damage caused by that "Equipment Breakdown". But if fire results, we will pay for the loss or damage caused by that fire.

- d. Limitations **C.1.a.** and **C.1.b.** do not apply with respect to the coverage provided by this endorsement.

- e. The following is added to the "Specified causes of loss" in Definitions paragraph **G.2.:**

"Specified causes of loss" also means "Equipment Breakdown".

D. Changes to the Commercial Property Conditions

With respect to this endorsement only, section **G. Other Insurance of the Commercial Property Conditions**, is deleted and replaced by the following:

If more than one coverage of this policy insures the same loss, we pay no more than the actual claims, loss or damage sustained.

The insurance provided under this endorsement shall be considered primary insurance and any similar insurance offered under this policy, shall be considered excess.

E. Definitions

1. "Cloud computing" means on-demand network access to a shared pool of computing resources via networks, servers, storage, applications and services provided by an organization with whom you have a contract

with using the following service models: Software as a Service (SaaS), Platform as a Service (PaaS) and Infrastructure as a Service (IaaS) on the following deployment models: public cloud, community cloud, hybrid cloud and private cloud.

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

3. "Data" as respects the coverage Media Or Data means information or instructions used by computers or computerized equipment.

4. "Electronic equipment" means devices which operate using many small electrical parts such as, but not limited to, microchips, transistors or circuits.

5. "Electronic equipment deficiency" means the quality or condition inside of "electronic equipment" which renders this equipment unexpectedly inoperable and which is operable again once a piece of "electronic equipment" has been replaced.

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

6. "Equipment Breakdown" means the following:

- a. Physical loss or damage, both originating within:

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

- (a) Waste disposal piping;
- (b) Any piping forming part of a fire protective system;
- (c) Furnaces; and
- (d) Any water piping other than:

- (i) Boiler feed water piping between the feed pump and the boiler;

- (ii) Boiler condensate return piping; or

- (iii) Water piping forming part of a refrigerating or air

conditioning system used for cooling, humidifying or space heating purposes.

- (2) All mechanical, electrical, "electronic equipment" or fiber optic equipment.
7. "Green" means products, materials, methods and processes certified by a "Green Authority" that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.
 8. "Green Authority" means an authority on "Green" buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), "Green Building Initiative Green Globes®", Energy Star Rating System or any other recognized "Green" rating system.
 9. "Media" as respects the coverage Media Or Data means material on which "Data" is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.
 10. "Perishable Goods" means stock preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.
 11. "Power quality" means the conditions that allow electrical systems or equipment to operate as intended by limiting voltage fluctuations and other power influences that would adversely affect the operational performance and/or reduce the reliability, or the life-span of the electrical system.
 12. "Production machinery" means any machine which processes, forms, shapes, or transports raw materials, materials in process, waste materials or finished products.
 13. "Reasonable extra cost" shall mean the extra cost of temporary repair and of expediting the repair of such damaged equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation. This will be a part of, and not in addition to, the limit per loss.
 14. "Unauthorized instruction" means a virus, harmful code or similar instruction introduced into or enacted on a computer system or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE BUSINESS INCOME (AND EXTRA EXPENSE) - ACTUAL LOSS SUSTAINED

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

A. The Coverage Section is amended as follows:

1. The Additional Coverages in the Coverage Section are amended as follows:
 - b. The Interruption Of Computer Operations Limit of Insurance is increased from \$2,500 to \$25,000.

2. The Coverage Extension in the Coverage Section is deleted and replaced by the following:

You may extend the insurance provided by this coverage part as follows:

Newly Acquired Locations

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location, unless a higher limit is shown in the Declarations.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 30 days expire after you acquire or begin to construct the property; or
 - (3) You report the values to us.

We will charge you additional premium for values reported from the date you acquire the property.

This Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

- B. The Limits Of Insurance Section is deleted and replaced by the following:

Limits Of Insurance

We will only pay for loss of Business Income you sustain and necessary Extra Expense you incur during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage.

- C. The Additional Condition - Coinsurance Section is deleted.

- D. The Optional Coverages Section is deleted.

- E. Paragraph 3. of the Definitions Section is deleted and replaced by the following:

3. "Period of restoration" means the period of time that:

- a. Begins:

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

- b. Ends on the earlier of:

- (1) The date when the property at the

COMMERCIAL PROPERTY
CL CP 01 29 09 15

described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

- (2) The date when business is resumed at a new permanent location; or
- (3) 12 consecutive months after the date of direct physical loss or damage.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any

ordinance or law that:

- a. Regulates the construction, use or repair, or requires the tearing down of any property; or
- b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

COMMERCIAL PROPERTY
CL CP 01 45 09 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE FOUNDATIONS, UNDERGROUND PIPES, FLUES OR DRAINS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

The provisions of the Building and Personal Property Coverage Form apply except as otherwise provided in this endorsement.

The following are added to Building under Covered Property in the Coverage Section:

1. Foundations of buildings, structures, machinery, or boilers.
2. Underground pipes flues or drains necessary for the service of the building.

The items listed above are deleted from Property Not Covered, but only to extent they would conflict with the coverage provided by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE BUSINESS INCOME AND EXTRA EXPENSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Schedule of Coverage Limits

The following schedule is a summary of the Limits of Insurance provided by this endorsement. No coverage is provided by this schedule. This summary is subject to the provisions, conditions, and exclusions of the policy to which it is attached.

Coverage	Limits of Insurance
Utility Services - Time Element	\$25,000
Business Income and Extra Expense from Dependent Properties	\$50,000
Contract Penalty Clause	\$5,000

The Coverage section is amended to include the following Coverage Extensions:

A. Utility Services - Time Element

1. Coverage

Your coverage for Business Income and/or "Extra Expense", as provided and limited in the applicable Coverage Form, is extended to apply to a "suspension" of "operations" at the premises described in the Declarations caused by an interruption in utility service to that premises. The interruption in utility service must result from the direct physical loss or damage by a Covered Cause of Loss (as provided under the applicable Causes of Loss Form applicable to this policy) to property not on the described premises that provides the services shown in Paragraph A.3. below.

2. Exception

Coverage under this endorsement does not apply to Business Income loss or "Extra Expense" related to interruption in utility service which causes loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

3. Utility Services

a. Water Supply Property, meaning the following types of property supplying water to the described premises:

- (1) Pumping stations; and
- (2) Water mains.

b. Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.

Coverage under this endorsement does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

c. Communication Supply Property, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (1) Communication transmission lines, including optic fiber transmission lines;
- (2) Coaxial cables; and

(3) Microwave radio relays except satellites.

It does not include overhead transmission lines.

d. Power Supply Property, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (1) Utility generating plants;
- (2) Switching stations;
- (3) Substations;
- (4) Transformers; and
- (5) Transmission lines.

It does not include overhead transmission lines.

4. As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

5. The Coinsurance Additional Condition does not apply to this endorsement.

6. Limit of Insurance

We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described in the Declarations. The most we will pay for any loss under this Coverage Extension is \$25,000 at each premises described in the Declarations.

B. Business Income and Extra Expense from Dependent Properties

1. Coverage

You may extend the insurance provided by this Coverage Form to apply to the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to "dependent property" caused by or resulting from a Covered Cause of Loss.

We will pay the actual and necessary "Extra Expense" you incur due to direct physical loss or damage to "dependent property" caused by or resulting from any Covered Cause of Loss.

2. Exception

a. Coverage under this endorsement 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 endorsement will not continue once the other property is repaired, rebuilt or replaced. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

b. We do not cover loss of Business Income or "Extra Expense" arising out of loss or damage at the premise of a "dependent property" which is located outside The United States of America (including its territories and possessions), Puerto Rico and Canada.

3. Loss Determination Loss Condition

We will reduce the amount of your Business Income loss, other than "Extra Expense", to the extent you can resume "operations" in whole or in part by using any other available:

- a. Source of materials; or
- b. Outlets for your products.

4. Limit of Insurance

The most we will pay under this Coverage Extension for the actual loss of Business Income you sustain and/or "Extra Expense" you incur due to direct physical loss or damage at the premises of a "dependent property" is \$50,000. The amount payable under this Coverage Extension is additional coverage.

C. Contract Penalty Clause

We will pay the contract penalties you are required to pay to your customers as a result of any written clause in your contract for failure to timely deliver your product or service according to contract terms, provided the contract was executed prior to the loss or damage. The penalties must solely result from direct physical loss or damage by a Covered Cause of Loss to covered property. The most we will pay for penalties for all contracts in any one occurrence is \$5,000.

D. Definitions

1. "Dependent Property" means property operated by others whom you depend on to:
 - a. Deliver materials or services to you, or to others for your account (Contributing Locations). But any property which delivers any of the following services is not a Contributing Location with respect to such services:
 - (1) Water supply services;
 - (2) Power supply services;
 - (3) Wastewater removal services; or
 - (4) Communication supply services, including services relating to Internet access or access to any electronic network;
 - b. Accept your products or services (Recipient Locations);
 - c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
 - d. Attract customers to your business (Leader Locations).
2. "Extra Expense" means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to premises of any "dependent property" caused by or resulting from a Covered Cause of Loss:
 - a. To avoid or minimize the "suspension" of business and to continue "operations"; or
 - b. To minimize the "suspension" of business if you cannot continue "operations".

3. "Period of restoration", with respect to this endorsement only, means the period of time that:
 - a. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
 - b. Ends on the date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

 - a. Regulates the construction, use or repair, or requires the tearing down, of any property; or
 - b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

COMMERCIAL PROPERTY
CL CP 04 58 DS 10 18

ADVANTAGE PROPERTY SCHEDULE

This Schedule provides supplementary information to be used with the following:

ADVANTAGE PROPERTY ENHANCEMENT

Schedule of Coverage Limits

The following schedule is a summary of the Limits of Insurance for the various Causes of Loss provided by this endorsement. No coverage is provided by this schedule. This summary is subject to the provisions, conditions, and exclusions of the policy to which it is attached.

Coverage	Limits of Insurance
Accounts Receivable (Per Premises)	\$25,000
Accounts Receivable in Transit or Temporarily Stored	\$25,000
Appurtenant Buildings and Structures	\$50,000
Brands and Labels	\$15,000
Broadened Premises Boundary	1,000 Feet
Business Personal Property - Seasonal Increase	35%
Computer and Funds Transfer Fraud	\$25,000
Computers, Software and Telephone Systems	\$50,000
Laptops and Mobile Device(s) (subject to \$5,000 any one item)	\$25,000
Credit Card Forgery	\$10,000
Credit Card Slip Theft, Disappearance or Destruction	\$10,000
Debris Removal	\$200,000
Discharge from Sewers, Drains or Sumps	\$10,000
Employee Theft (Including ERISA)	\$25,000
Expediting Expenses	\$25,000
Fine Arts at Market Value	\$25,000
Fire Department Service Charge	\$25,000
Fire Protection Equipment Recharge or Refill	\$10,000
Forgery and Alteration	\$25,000
Fraudulent Impersonation	\$5,000
Leasehold Interest - Improvements and Betterments	\$25,000
Loss Data Preparation Cost	\$10,000
Lost Key Consequential Loss (Lock & Key Coverage)	\$5,000
Money Orders and Counterfeit Money	\$25,000
Money and Securities (Including Authorized Business Card Use)	
Inside the "Premises" or a "Financial Institution"	\$25,000
While in the Care and Custody of a "Messenger"	\$25,000
Unauthorized Business Card Use	\$5,000
Newly Acquired or Constructed Property	
Buildings	\$1,000,000
Business Personal Property	\$500,000

Coverage (Cont'd)	Limits of Insurance (Cont'd)
Non-Owned Detached Trailers	\$15,000
Ordinance or Law	
Undamaged Portion of Building	Included in Building Limit
Demolition Cost and Increased Cost of Construction	\$25,000
Outdoor Property	
Outdoor Fences and Radio or Television Antennas (Including Satellite Dishes)	\$15,000
Trees, Shrubs, Plants (Subject to \$1,000 max. any one tree, shrub or plant)	\$5,000
Retaining Walls (Not Part of Building)	\$2,500
Outdoor Signs	\$25,000
Personal Effects and Property of Others	\$25,000
Pollutant Clean Up and Removal	\$25,000
Preservation of Property	90 Days
Property in Care, Custody and Control of Salespersons	\$10,000
Property Off-Premises and In Transit (Including Client or Virtual Office Premises)	\$25,000
Reward Payment	\$10,000
Spoilage	\$10,000
Temporary Relocation of Property	\$50,000
Tenant's Exterior Building Glass	Included in Building Personal Property Limit of the Described Premises
Tenant Building and Business Personal Property Coverage - Required By Lease	\$10,000
Theft Damage to Leased Buildings	\$5,000
Theft of Furs	\$5,000
Theft of Jewelry, Precious and Semi-Precious Metals/Stones	\$5,000
Theft of Patterns, Dies, Molds and Forms	\$5,000
Theft of Stamps, Tickets (Including Lottery Tickets Held For Sale) and Letters of Credit	\$500
Utility Services - Direct Damage (Does Not Include Overhead Lines)	\$10,000
Valuable Papers and Records (Other Than Electronic Data)	\$25,000
Valuable Papers and Records In Transit or Temporarily Stored	\$25,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE PROPERTY ENHANCEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM
COMMERCIAL PROPERTY CONDITIONS

The provisions of the **Building And Personal Property Coverage Form, Condominium Association Coverage Form, Condominium Commercial Unit-Owners Coverage Form, Causes Of Loss - Special Form** and the **Commercial Property Conditions** apply except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Coverage Forms.

I. Changes To The Building And Personal Property Coverage Form, Condominium Association Coverage form and Condominium Commercial Unit-Owners Coverage Form

A. Broadened Premises Boundary

Any reference to distance from the described premises is changed from 100 feet to 1,000 feet.

B. The following is added to Your Business Personal Property in the Coverage section:

Tenant's Exterior Building Glass

If you are a tenant and no Limit of Insurance is shown in the Declarations for Building property, we will pay for direct physical loss or damage to exterior building glass:

- a. Owned by you; or
- b. Your contractual responsibility to insure; or
- c. Your contractual responsibility to pay for loss or damage.

The value of exterior building glass will be determined in accordance with the Valuation Loss Condition applicable under this Coverage Form or Policy, or at the amount for which you are liable under contract, whichever is less. If required by law, the exterior building glass is covered at the cost of replacement with safety glazing material.

C. The Additional Coverages in the Coverage section are amended as follows:

1. Debris Removal

The additional amount for Debris Removal is increased to the limit shown in the Advantage Property Schedule.

2. Preservation of Property

The number of days is increased to the days shown in the Advantage Property Schedule.

3. Fire Department Service Charge

The Fire Department Service Charge Limit of Insurance is increased to the limit shown in the Advantage Property Schedule.

4. Pollutant Clean Up and Removal

The Pollutant Clean Up And Removal Limit of Insurance is increased to the limit shown in the Advantage Property Schedule.

5. Increased Cost of Construction

The Additional Coverage, Increased Cost of Construction is deleted and replaced by Additional Coverage, Ordinance or Law.

6. The Additional Coverage, Electronic Data is deleted and replaced by Coverage Extensions, Computers, Software and Telephone Systems.

7. Reward Payment is added as follows:

- a. We will reimburse you for rewards to an "eligible person" for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss.

- b. The most we will pay under this Additional Coverage, regardless of the number of persons that may be designated as eligible for a reward by law enforcement is the limit shown in the Advantage Property Schedule.

8. Discharge from Sewers, Drains or Sumps is added as follows:

- a. We will pay for direct physical loss of or damage to Covered Property, caused by or resulting from discharge of water or waterborne material from a sewer, drain or sump, or other type of system designed to remove subsurface water which is drained from the foundation area, provided such discharge is not induced by flood or flood related conditions.

For the purpose of this Additional Coverage, the term drain includes a roof drain and related fixtures.

- b. The aforementioned references to flood include surface water, waves (including tidal wave and tsunami), tides, tidal water, and overflow of any body of water, including storm surge.

- c. There is no coverage under this Additional Coverage if:

- (1) The discharge results from an insured's failure to perform routine maintenance or repair necessary to keep a sewer or drain or a sump, sump pump or related equipment free from obstruction and in proper working condition. This limitation does not apply to sudden mechanical breakdown of a sump pump or its related equipment, provided the breakdown is not the result of an insured's negligence; or
- (2) Sump pump failure is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the premises described in the Declarations.

- d. To the extent that the Water Exclusion would conflict with the provisions of this Additional Coverage, the Water Exclusion does not apply to such coverage.
- e. We will not pay the cost of repairing or replacing a sewer, drain, sump, sump pump or any related parts or equipment.
- f. The most we will pay under this Additional Coverage, for the total of all covered loss and expense, is the total

aggregate limit per policy period limit shown in the Advantage Property Schedule.

9. Brands and Labels is added as follows:

- a. If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:

- (1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or

- (2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

- b. We will pay reasonable costs you incur to perform the activity described in a.(1) or a.(2) above, but the most we will pay for loss in any one occurrence under this Additional Coverage is the limit shown in the Advantage Property Schedule.

10. Temporary Relocation of Property is added as follows:

- a. If Covered Property is removed from the premises described in the Declarations and stored temporarily at a location you do not own, lease or operate while the described premises is being renovated or remodeled, we will pay for direct physical loss caused by or resulting from a Covered Cause of Loss.

- b. Coverage provided by this Additional Coverage will end when either of the following first occurs:

- (1) This policy expires; or

- (2) After 90 consecutive days of storage.

- c. The most we will pay for loss or damage in any one occurrence is the limit shown in the Advantage Property Schedule.

11. Ordinance or Law is added as follows:

- a. The Ordinance or Law Coverages provided in this Additional Coverage apply only if both Subparagraphs (1) and (2) below are satisfied and are then subject to the qualifications set forth in Subparagraph (3) below:

- (1) The ordinance or law:

- (a) Regulates the demolition, construction or repair of buildings or Tenants' Improvement and Betterments, or establishes zoning or land use requirements at the premises described in the Declarations; and
- (b) Is in force at the time of loss; or the ordinance or law is enacted within 90 days after the time of covered loss or prior to the commencement of reconstruction or repair, whichever occurs first; and
- (c) Provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.

But coverage under this Additional Coverage applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered.

- (2) The building or Tenants' Improvement and Betterments sustains:
 - (a) Direct physical damage that is covered under this policy and as a result of such damage you are required to comply with the ordinance or law; or
 - (b) Both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building or Tenants' Improvement and Betterments damage in its entirety you are required to comply with the ordinance or law.

But if the building or Tenants' Improvement and Betterments sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this Additional Coverage even if

the building has also sustained covered direct physical damage.

- (3) In the situation described in Paragraph (2)(b) above, we will not pay the full amount of loss otherwise payable under the terms of Paragraph d. below. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Paragraph d. below.

- b. Under this Additional Coverage, we will not pay for:

- (1) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

- (2) Any costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

- c. Under this Additional Coverage, we will not pay for loss due to any ordinance or law that:

- (1) You were required to comply with before the loss, even if the building or Tenants' Improvement and Betterments was undamaged; and

- (2) You failed to comply with.

- d. With respect to the building or Tenants' Improvement and Betterments that has sustained covered direct physical damage, the following apply:

(1) Loss to Undamaged Portion of the Building

We will pay for loss in value of the undamaged portion of the building or Tenants' Improvement and Betterments as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building;

(2) Demolition Cost

We will pay the cost to demolish and clear the site of undamaged parts of the same building or Tenants' Improvement and Betterments, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

(3) Increased Cost of Construction

We will pay the increased cost to:

- (a) Repair or reconstruct damaged portions of that building or Tenants' Improvement and Betterments; and/or
- (b) Reconstruct or remodel undamaged portions of that building or Tenants' Improvement and Betterments, whether or not demolition is required; when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However,

- (a) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law; and
- (b) We will not pay for the increased cost of construction under this coverage:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and

- (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

e. Loss Payment

(1) All the following loss payment provisions are subject to the apportionment procedures set forth in paragraph a.(3) above.

(2) Under this Additional Coverage, we will pay for the loss in value to the Undamaged Portion of the Building or Tenants' Improvement and Betterments as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building. Coverage is included within the Limit of Insurance shown in the Declarations as applicable to the covered building or Tenants' Improvement and Betterments. With respect to loss in value of an undamaged portion of the building or Tenants' Improvement and Betterments, including damaged and undamaged portions, the following loss payment provisions apply:

- (a) If the property is being repaired or replaced, on the same or another premises, we will not pay more than the amount you would actually spend to repair, rebuild or reconstruct the building or Tenants' Improvement and Betterments on the same premises and to the same height, floor area, style and comparable quality of the original property insured.
- (b) If the property is not being repaired or replaced, or if the Replacement Cost Option does not apply, we will not pay more than the actual cash value of the building or Tenants' Improvement and Betterments at the time of the loss.

The most we will pay for the combined total of all covered losses for Demolition Cost and for Increased Cost of Construction is the limit of insurance shown in the Advantage Property Schedule.

Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

- (a) With respect to demolition costs, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- (b) With respect to Increased Cost of Construction:
 - (i) We will not pay for the increased cost of construction:
Until the property is actually repaired or replaced, at the same or another premises; and unless the repairs or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (ii) If the building or Tenants' Improvement and Betterments is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
 - (iii) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- f. The terms of this **Additional Coverage** apply separately to each building or Tenants' Improvement and Betterments to which this Additional Coverage applies.
- g. (1) The coverage provided for the loss to the undamaged portion of the building or Tenants' Improvement and Betterments does not increase the Limit of Insurance shown in the

Declarations as applicable to the covered building.

- (2) The coverage provided for demolition costs and for increased cost of construction is in addition to the Limits Of Insurance. The Additional Condition, Coinsurance, does not apply to either coverage.

12. Employee Theft (Including ERISA) is added as follows:

- a. We will pay for loss or damage to "money", "securities" and "other property" resulting from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this coverage, "theft" shall also include forgery.

- b. With respect to loss sustained or "discovered" by any Employee Benefit Plan, 12.a. is replaced with the following:

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, sole proprietor, partner or "member" acting alone or in collusion with other persons while such "employee", sole proprietor, partner or "member" is handling "money", "securities" or "other property" of an "employee benefit plan(s)".

- c. The most we will pay for a loss or damage under this Additional Coverage in any "occurrence" is the limit shown in the Advantage Property Schedule.
- d. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no limit of insurance cumulates from year to year or period to period.
- e. We will pay only for covered loss or damage sustained during the policy period and "discovered" no later than one year from the end of the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- f. You may extend this coverage to apply to losses caused by any "employee" while temporarily outside the Coverage Territory for a period of not more than 90 days.

13. Expediting Expenses is added as follows:

- a. We will pay the Expediting Expenses that you incur as a result of direct physical loss or damage to Covered Property.
- b. Expediting Expenses are reasonable extra costs for temporary repairs of and for expediting the repairs or replacement of Covered Property damaged by a Covered Cause of Loss. Expediting Expenses include overtime wages and the extra cost of express or other rapid means of transportation. Expediting Expenses do not include the cost incurred for the temporary rental of property, temporary replacement of damaged property, or expenses recoverable elsewhere in the Building and Personal Property Coverage Form or this Endorsement.
- c. The most we will pay under this Additional Coverage for all such expenses arising from an occurrence is the limit shown in the Advantage Property Schedule.

14. Fire Protection Equipment Recharge or Refill is added as follows:

- a. We will pay:
 - (1) Expenses you incur for the recharging or refilling of your automatic fire extinguishing equipment after such equipment is discharged as a result of a fire to your Covered Property;
 - (2) For loss or damage to Covered Property if caused by the accidental discharge of fire suppressant chemicals from your automatic fire extinguishing system. This limit may be used to cover the additional expense you incur to recharge such systems following a covered accidental discharge; or
 - (3) The cost you incur to recharge or refill portable fire extinguishing equipment after being used to fight a fire to your Covered Property.
- b. The most we will pay for each occurrence at your described

premises is the limit shown in the Advantage Property Schedule.

15. Forgery Or Alteration is added as follows:

- a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, credit card, debit card, or charge card or similar written promises of payment orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

Or that are purported to have been so made or drawn.

For the purposes of this Additional Coverage, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- b. If you are sued for refusing to pay any instrument covered in paragraph 15.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
- c. The most we will pay for any loss, including legal expenses, under this Additional Coverage is the Limit of Insurance shown in the Advantage Property Schedule. The Limit of Insurance shown for Credit Card Forgery is in addition to, not part of, the limit for Forgery or Alteration.

16. Loss Data Preparation Cost is added as follows:

- a. We will pay the reasonable costs you incur, up to the limit shown in the Advantage Property Schedule, in collecting and preparing loss data required by applicable policy conditions and requested by us.
- b. This includes the cost of taking inventory, getting appraisals, and preparing other data in order to determine the extent of the loss.
- c. This coverage does not apply to:
 - (1) Costs incurred under the Appraisal provision under the Loss Conditions section.
 - (2) Expenses and fees billed by and/or payable to public

insurance adjusters, loss consultants, or any of their subsidiaries or associated entities.

- (3) Expenses to prepare claims not covered under this Coverage Part.

17. Lost Key Consequential Loss is added as follows:

- a. If a master or grand master key, for a location listed in the Declarations, is lost or damaged by a Covered Cause of Loss, we will pay for the actual cost of keys, the cost of adjusting locks to accept new keys, or the cost of new locks, if required, of the like kind and quality including the cost of their installation.
- b. The most we will pay under the Additional Coverage for all amounts incurred is the limit shown in the Advantage Property Schedule.

18. Money Orders and Counterfeit Money is added as follows:

- a. We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:
- (1) Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation: or
- (2) "Counterfeit money" that is acquired during the regular course of business.
- b. The most we will pay for any loss under this Additional Coverage is the Limit of Insurance shown in the Advantage Property Schedule.

19. Money And Securities (Including Unauthorized Business Card Use) is added as follows:

- a. We will pay for loss of "money" and "securities" used in your business caused by theft (meaning any act of stealing), disappearance or destruction.
- b. The most we will pay for loss in any one "occurrence" under this Additional Coverage is:
- (1) The Limit of Insurance shown in the Advantage Property Schedule for "money" and "securities" while inside the "premises" or a "financial institution".

- (2) The Limit of Insurance shown in the Advantage Property Schedule for "money" and "securities" while in the care and custody of a "messenger".

- (3) The Limit of Insurance shown in the Advantage Property Schedule for Unauthorized Business Card Use is in addition to the limit shown for Money and Securities.

- c. To the extent that coverage for "money" and "securities" is provided by this Additional Coverage, the Property Not Covered Provision in the Coverage section does not apply.
- d. You must keep records of all "money" and "securities" so we can verify the amount of loss or damage.
- e. The following is added to the Valuation provision under the Loss Conditions section:

- (1) For "money", at face value, or, at our option, its dollar equivalent (if from a country other than the United States) based on exchange rates in effect when the loss occurred.

- (2) For "securities", the value of the "securities" as of the close of business on the day when the loss occurred, or the value of replacing the "securities" in kind, whichever is less. If replaced in kind, you must assign to us all your rights, title and interest in and to those "securities". We will not pay for the loss of income, interest, or dividends that occur as a result of the loss of "securities".

20. Computer And Funds Transfer Fraud is added as follows:

- a. We will pay for:
- (1) Loss resulting directly from a fraudulent:
- (a) Entry of "electronic data" or "computer program" into; or
- (b) Change of "electronic data" or "computer program" within;
- any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs 20.a(1)(a) and 20.a.(1)(b):

- (i) "Money", "securities" or "other property" to be transferred, paid or delivered; or
 - (ii) Your account at a "financial institution" to be debited or deleted.
- (2) Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to transfer, pay or deliver "money" and "securities" from your "transfer account".

- b. The following exclusion is added to the Additional Coverage, Money and Securities (Including Unauthorized Business Card Use):

Damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described "premises", bank or savings institution:

- (1) To a person (other than a messenger) outside those "premises"; or
 - (2) To a place outside those "premises".
- c. The most we will pay for loss of or damage per each occurrence under this Additional Coverage is the Limit of Insurance shown in the Advantage Property Schedule.

21. Credit Card Forgery is added as follows:

- a. We will pay for loss resulting directly from forgery or alteration of any credit, debit or charge card used by your customers in payment of services offered by you.
- b. To the extent that coverage for "money" and "securities" is provided by this Additional Coverage, the Property Not Covered provision in the Building and Personal Property Coverage Form does not apply.
- c. All loss caused by any person, or in which that person is involved, is considered one occurrence.
- d. The most we will pay under this Additional Coverage for loss in any one occurrence is the limit shown in the Advantage Property Schedule.

22. Credit Card Slip Theft, Disappearance or Destruction is added as follows:

- a. We will pay for the theft, disappearance or destruction of credit, debit or charge slips while:
 - (1) Inside the "premises" or a "financial institution"; or
 - (2) In the care and custody of a "messenger"
- b. The most we will pay under this Additional Coverage for loss in any one occurrence is the limit shown in the Advantage Property Schedule. The Limit of Insurance shown for Credit Card Slip Theft, Disappearance or Destruction is in addition to, not part of, the limit for Money and Securities (Including Unauthorized Business Card Use).

23. Leasehold Interest - Improvements And Betterments is added as follows:

- a. If your lease is cancelled in accordance with a valid lease provision as the direct result of a Covered Cause of Loss to property at the location in which you are a tenant, and you cannot legally remove your improvements and betterments, we will extend the insurance that applies to your Covered Property to your interest in tenant's improvements and betterments that remain and that you were forced to abandon.
- b. Leasehold Improvements and Betterments means your interest as a tenant in improvements and betterments, which are not damaged, but which are not recoverable by you due to the cancellation of your lease caused by or resulting from a covered cause of loss.
- c. Improvements and betterments are fixtures, alterations, installations or additions:
 - (1) Made a part of the building or structure you occupy but do not own; and
 - (2) You acquired or made at your expense but cannot legally remove.
- d. We will calculate the value of your interest in the improvements and betterments as though they had been damaged or destroyed and not repaired or replaced promptly, as provided in the Valuation Loss Condition as follows:

The value of property will be the least of the following amounts:

- (1) The actual cash value of that property;
- (2) The cost of reasonably restoring that property to its condition immediately before loss or damage; or
- (3) The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

- e. The most we will pay for loss under this Additional Coverage for loss in any one occurrence is the limit shown in the Advantage Property Schedule.

24. Tenant Building and Business Personal Property Coverage - Required by Lease is added as follows:

- a. We will pay for direct physical loss of or damage to Building and Business Personal Property for which you have a contractual responsibility to insure, at the premises described in the declarations caused by or resulting from any Covered Cause of Loss. This includes building fixtures, machinery and equipment.
- b. The most we will pay under this Additional Coverage for all such expenses arising from an occurrence is the limit shown in the Advantage Property Schedule.

25. Fraudulent Impersonation is added as follows:

- a. We will pay for loss resulting directly from your having, in good faith, transferred "money", "securities" or "other property" in reliance upon a "transfer instruction" purportedly issued by an "employee", or any of your partners, "members", "managers", officers, directors or trustees, or you (if you are a sole proprietorship), but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the person.
- b. We will pay for loss resulting directly from your having, in good faith, transferred "money", "securities" or "other property" in reliance upon a "transfer instruction" purportedly issued by your "customer" or "vendor", but which "transfer instruction" proves to have been

fraudulently issued by an imposter without the knowledge or consent of the "customer" or "vendor".

- c. The most we will pay for any loss, including legal expenses, under this Additional Coverage is the limit shown in the Advantage Property Schedule.
- d. Changes to the Commercial Property Conditions; with respect to this coverage, section H.2. Policy Period, Coverage Territory is replaced by the following:

- (1) We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world.

26. Utility Services - Direct Damage is added as follows:

- a. We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from the direct physical loss or damage by a Covered Cause of Loss to property that provides the services shown below in paragraph b.

Coverage for loss of or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data.

The term Electronic Data has the meaning described under Property Not Covered in the Building and Personal Property Coverage Form.

- b. Utility Services include:
 - (1) Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water mains.
 - (2) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - (a) Communication transmission lines, including optic fiber transmission lines;
 - (b) Coaxial cables; and

- (c) Microwave radio relays except satellites.

It does not include overhead transmission or distribution lines.

- (3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

It does not include overhead transmission or distribution lines.

- c. As used in this Additional Coverage, the term transmission lines includes all lines which serve to transmit communication, service, or power, including lines which may be identified as distribution lines.
- d. The most we will pay for loss under this Additional Coverage in any one occurrence is the limit shown in the Advantage Property Schedule.

D. The Coverage Extensions in the Coverage section is amended as follows:

1. Newly Acquired Or Constructed Property is amended as follows:

- a. The most we will pay for loss or damage under this Coverage Extension for each Building is the limit shown in the Advantage Property Schedule.

This does not apply to Condominium Commercial Unit Owners Coverage Form.

- b. The most we will pay for loss or damage under this Coverage Extension for Your Business Personal Property at each building is increased to the limit shown in the Advantage Property Schedule.
- c. The number of days under Period of Coverage is increased to 180 days.

2. Personal Effects and Property of Others is replaced by the following:

- a. You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal Effects owned by you, your officers, your partners or "members", your "managers" or your employees. This includes

tools owned by your employees that are used in your business while such tools are located in or on building(s) or structure(s) described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the premises described in the Declarations, whichever distance is greater; and.

- (2) "Personal property of others" in your care, custody or control. This includes property that you have sold which is awaiting delivery or installation.

With respect to "Personal Property of Others" in your care, custody or control the owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary.

- b. For "personal property of others", the Extension Of Replacement Cost To Personal Property Of Others in the Optional Coverages section is applicable.

- c. The most we will pay for loss or damage under this Coverage Extension at each described premises, is the limit shown in the Advantage Property Schedule. Our payment for loss of or damage to "personal property of others" will only be for the account of the owner of the property.

3. Valuable Papers And Records (Other Than Electronic Data) is replaced by the following:

- a. You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage to valuable papers and records that you own or that are in your care, custody, and control caused by or resulting from a Covered Cause of Loss. This Coverage Extension included the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Coverage Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered in the Building and Personal property Coverage Form.

- b. The most we will pay to replace or restore the lost information at each

described premises under this Coverage Extension is the limit shown in the Advantage Property Schedule. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Business Personal Property and therefore coverage of such costs is not additional insurance.

- c. The most we will pay for loss or damage in any one occurrence under this Coverage Extension while in transit or temporarily stored away from the described premises is the limit shown in the Advantage Property Schedule.
4. **Property Off-premises** is deleted and replaced the following:

Property Off-premises and In Transit (including Client or Virtual Office Premises)

- a. You may extend the insurance provided by this Coverage Form to apply to your Covered Property, other than "Laptops and Mobile Device(s)" while it is away from the described premises, if it is:
 - (1) In transit;
 - (2) Temporarily at a location that you do not own, lease or operate;
 - (3) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (4) At any fair, trade show or exhibition.
- b. You may extend the insurance provided by this Coverage Form to apply to your Covered Property, other than "Laptops and Mobile Device(s)" while such property is located at a "client or virtual office premises",
 - (1) This coverage extension also applies to Property Off-premises or In Transit that is:
 - (a) Owned by you;
 - (b) Owned by an "employee" and used for your business.

- (2) This coverage does not apply to property otherwise covered under:
 - (a) Accounts Receivable
 - (b) Valuable Papers and Records
 - (c) Fine Arts at Market Value
 - (d) Electronic Data; or
 - (e) Property in the Care, Custody and Control of Salespersons.

- c. The most we will pay for loss or damage in any one occurrence is the limit shown in the Advantage Property Schedule.

5. **Outdoor Property** is replaced by the following:

You may extend the insurance provided by this Coverage Form to loss or damage caused by or resulting from a Covered Cause of Loss to the following outdoor property located on the described premises:

- a. Outdoor fences and radio or television antennas (including satellite dishes). The most we will pay for loss or damage, including debris removal expense, under this Coverage Extension in any one occurrence, regardless of the types or number of items lost or damaged in that occurrence, is the limit shown in the Advantage Property Schedule.
- b. Trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof). The most we will pay for loss or damage, including debris removal expense, under this Coverage Extension in any one occurrence and for any one tree, shrub or plant is the limit shown in the Advantage Property Schedule.
- c. Retaining walls that are not part of a building. With respects to the coverage provided by this Coverage Extension, retaining walls that are not part of a building under Property Not Covered in the Coverage section does not apply. The most we will pay for loss or damage under this Coverage Extension in any one occurrence, including debris removal expense, is the limit shown in the Advantage Property Schedule.

A \$250 deductible applies to this Coverage Extension. The amount

payable under this Coverage Extension is additional insurance.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

6. Non-owned Detached Trailer

The most we will pay for loss or damage under Non-Owned Detached Trailers Coverage Extension is the limit shown in the Advantage Property Schedule.

7. Appurtenant Buildings and Structures is added as follows:

a. You may extend the insurance that applies to your Building(s) described in the Declarations to apply to direct physical loss or damage to incidental appurtenant buildings or structures, within 1,000 feet of the described premises, caused by or resulting from a Covered Cause of Loss.

This does not apply to the Condominium Commercial Unit Owners Coverage Form.

b. You may extend the insurance that applies to Your Business Personal Property at a premises described in the Declarations to apply to direct physical loss or damage to Your Business Personal Property within incidental appurtenant buildings or structures, within 1,000 feet of the described premises, caused by or resulting from a Covered Cause of Loss.

c. The most we will pay for loss or damage under this Coverage Extension in any one occurrence for any combined loss regardless of the number of described premises involved, is the limit shown in the Advantage Property Schedule.

d. The amount payable under this Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Coverage Extension.

8. Accounts Receivable is added as follows:

a. You may extend the insurance that applies to Your Business Personal Property to apply to:

(1) All amounts due from your customers that you are unable to collect;

(2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

(3) Collection expenses in excess of your normal collection expenses that are made necessary by "loss" or damage; and

(4) Other reasonable expenses that you incur to reestablish your records of accounts receivable; that result from Covered Causes of Loss to your records of accounts receivable located at the "premises" shown in the Declarations.

b. If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss or damage from a Covered Cause of Loss, we will pay for accidental loss or damage while they are:

(1) At a safe place away from your "premises"; or

(2) Being taken to or returned from that place.

c. The following is added to the Valuation Provision under the Loss Conditions section:

(1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of "loss" or damage, the following method will be used:

(a) Determine the total of the average monthly amount of accounts receivable for the 12 months immediately preceding the month in which the "loss" or damage occurs; and

(b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the "loss" or damage occurred or for any demonstrated variance from the average for that month.

(2) The following will be deducted from the total amount of accounts receivable, however that amount is established:

- (a) The amount of accounts for which there is no "loss" or damage;
 - (b) The amount of the accounts that you are able to reestablish or collect;
 - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (d) All unearned interest and service charges.
- d. The most we will pay for "loss" or damage in any one occurrence under this Coverage Extension is:
- (1) The per premises limit shown in the Advantage Property Schedule.
 - (2) The limit for accounts receivables in transit or temporarily stored away from the "premises" Shown in the Advantage Property Schedule.

9. Computers, Software and Telephone Systems is added as follows:

- a. When a Limit of Insurance is shown for Business Personal Property at a described premises in the Declarations, you may extend that insurance that applies to direct physical loss or damage to "computer equipment", "telecommunications equipment", "electronic data" and "media":
 - (1) Owned by you (other than your "stock");
 - (2) Owned by others, but leased to you; or
 - (3) Owned by others but in your care, custody or control (other than your "stock")
- b. With respect to "computer equipment", coverage may be extended for portable computers ("laptops and mobile device(s)") to include coverage while in transit or temporarily away from the premises described in the Declarations.
- c. Under this Coverage Extension the following additional Causes of Loss are covered:
 - (1) Changes in your electrical power supply, including interruption, power surge, blackout or brownout;

- (2) Dampness or dryness of atmosphere or changes in or extremes of temperature.
- (3) Short circuit, blowout, or other electrical disturbance within the "computer equipment";
- (4) Electrical or magnetic injury, disturbance, or erasure of electronic recordings;
- (5) Floods, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; and
- (6) Earth movement, such as an earthquake, landslide or earth sinking, rising or shifting. All loss by a single earthquake shall constitute a single claim. If more than one earthquake shock shall occur within 168 hours during the term of this policy, such earthquake shocks shall be deemed to be a single earthquake.

The additional Causes of Loss provided in this Coverage Extension are not applicable to the Business Income and/or Extra Expense coverage form(s).

- d. Subparagraph (1) of the Water Exclusion does not apply to the coverage provided by this Coverage Extension.
- e. We will determine the value of Covered Property, in the event of covered direct physical loss or damage, as follows:
 - (1) "Computer equipment", "laptops and mobile device(s)" and "telecommunications equipment" at replacement cost as of the time and place of loss, without deduction for physical deterioration, depreciation, obsolescence or depletion. However, in the event replacement of "computer equipment", "laptops and mobile device(s)" and "telecommunications equipment" with identical property is impossible, the replacement cost will be the cost of items that are similar to the damaged or destroyed equipment and intended to perform the same function, but which may include technological advances.

"Computer equipment", "laptops and mobile device(s)" and "telecommunications equipment" that is obsolete or no longer used by you will be valued at actual cash value.

- (2) "Electronic data" and "media" for which duplicates do not exist will be valued as follows:
 - (a) The cost of blank "media"; and
 - (b) Your cost to research, replace or restore the lost, damaged or destroyed "electronic data" and "media" but only if the lost "electronic data" and "media" are actually replaced or restored.
- (3) Duplicate "electronic data" and "media" at the cost of:
 - (a) Blank "media"; and
 - (b) Labor to copy the "electronic data", but only if the "electronic data" is actually copied.
- f. To the extent that coverage for "electronic data" is provided by this Coverage Extension, the Property Not Covered Provision in the Coverage section does not apply.
- g. The most we will pay under this Coverage Extension for direct physical loss or damage to:
 - (1) "Computer equipment", "telecommunications equipment", "electronic data" and "media", while in transit or at a premises other than the premises described in the Declarations, in any one occurrence is \$25,000 but no more than \$5,000 for any one item ("laptops and mobile device(s)").
 - (2) Duplicates of your "electronic data" and "media", while stored at a separate premises from where your original "electronic data" and "media" are kept, is \$25,000 in any one occurrence.
 - (3) "Computer equipment", "telecommunications equipment", "electronic data" and "media" at a newly acquired premises, is \$25,000 in any one occurrence at each newly acquired premises. With respect to insurance provided under this Coverage Extension on newly acquired

premises "computer equipment", "telecommunications equipment", "electronic data" and "media", coverage will end when any of the following first occurs:

- (a) This policy expires;
 - (b) 180 days expire after you acquire the "computer equipment", "telecommunications equipment", "electronic data" and "media"; or
 - (c) You report the values to us.
 - (4) "Electronic data" and "media" caused by or resulting from "virus", in any one occurrence is \$25,000, regardless of the number of premises involved.
 - (5) "Computer equipment", "telecommunications equipment", "electronic data" and "media", at the premises described in the Declarations, in any one occurrence is limit shown in the Advantage Property Schedule.
 - (6) "Laptops and mobile device(s)" limit of insurance, in any one occurrence, is limit shown in the Advantage Property Schedule but no more than \$5,000 for any one item ("laptops and mobile devices(s)").
- 10. Fine Arts At Market Value** is added as follows:
- a. You may extend the insurance that applies to Your Business Personal Property to apply to "fine arts" that you own or that belongs to others and are in your care, custody or control. The valuation for "fine arts" is based on "market value".
 - b. Any loss or damage must occur at the premises described in the Declarations and be caused by or result from a Covered Cause of Loss.
 - c. The most we will pay for loss or damage under this Coverage Extension is the limit shown in the Advantage Property Schedule.
- 11. Outdoor Signs** is added as follows:
- a. We will pay for loss or damage caused by a Covered Cause of Loss to outdoor signs, whether or not attached to a building, at the premises described in the Declarations:
 - (1) Owned by you; or

- (2) Owned by others in your care, custody or control.
- b. The provisions of this Coverage Extension supersede all other outdoor signs coverage references in the Building and Personal Property Coverage Form.
- c. The most we will pay for loss or damage under this Coverage Extension in any one occurrence, is the limit shown in the Advantage Property Schedule.

12. Spoilage is added as follows:

- a. You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss of or damage to "perishable stock" caused by or resulting from:

(1) Breakdown or Contamination, meaning:

- (a) A change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling, heating, or humidity control apparatus or equipment, but only while such apparatus or equipment is at the described premises; or
- (b) Contamination by the refrigerant resulting from the mechanical breakdown or mechanical failure of refrigerating or cooling equipment at the described premises.

(2) Complete or partial interruption or failure of power or other utility service either on or off the premises described in the Declarations, due to conditions beyond your control.

- b. We will determine the value of "perishable stock" in the event of loss or damage at:

- (1) The selling price, as if no loss or damage had occurred;
- (2) Less discounts and expenses that you otherwise would have had.

- c. We will not pay for loss or damage caused by or resulting from:

- (1) The disconnection of any refrigerating, cooling, heating, or humidity control equipment or

systems from the source of power;

- (2) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electric power or current or other utility service;

- (3) The inability of an electric power company or other utility service to provide sufficient power or service due to lack of fuel or Governmental order;

- (4) The inability of a power source or other utility at the premises described in the Declarations to provide sufficient power or service due to lack of generating or operating capacity to meet demand; or

- (5) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

- d. Coverage does not include power outage or interruption due to damage to above ground overhead transmission or distribution lines.

- e. The most we will pay for loss or damage under this Coverage Extension is the limit shown in the Advantage Property Schedule. This insurance is excess over any other applicable spoilage coverage.

13. Property in the Care, Custody and Control of Salespersons is added as follows:

- a. You may extend the insurance that applies to Your Business Personal Property to apply while such property is 1,000 feet or more way from the premises described in the Declarations in the care, custody or control of your direct employee salespersons, or yourself while acting as a salesperson or while in transit in or on a vehicle while away from your premises described in the Declarations.

- b. The most we will pay for loss or damage in the custody of one covered salesperson, under this Coverage Extension is the limit shown in the Advantage Property Schedule.

14. Theft Damage to Leased Buildings is added as follows:

- a. You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage caused by theft or attempted theft to:
 - (1) A building the you do not own and that contains Your Business Personal Property; or
 - (2) Personal property not owned by you, within such building, and that is used to maintain or service the building, structure or the premises described in the Declarations.
 - b. This Coverage Extension only applies to a location where you are a tenant and the terms of your lease make you liable for damage caused by theft or attempted theft.
 - c. The most we will pay for loss or damage in any one occurrence is the limit shown in the Advantage Property Schedule.
- E. When coverage under this endorsement applies, the **Limits Of Insurance** section is deleted and replaced by the following:
- 1. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the **Declarations** or the **Advantage Property Schedule** for the applicable coverage.
 - 2. The amounts of insurance stated for the following **Additional Coverages** and **Coverage Extensions** apply in accordance with the terms of such coverage. These amounts of insurance are separate from, and in addition to the Limits of Insurance shown in the Declarations for any other coverage. Also, the **Additional Condition, Coinsurance**, does not apply to the following:
 - a. Brands and Labels;
 - b. Expediting Expenses;
 - c. Fire Department Service Charge
 - d. Pollutant Clean Up and Removal
 - e. Fire Protection Equipment Recharge or Refill
 - f. Loss Data Preparation Cost
 - g. Lost Key Consequential Loss
 - h. Money Orders and Counterfeit Paper Currency;
 - i. Money and Securities;
 - j. Reward Payment
 - k. Discharge from Sewers, Drains or Sumps;
 - l. Ordinance or Law - Demolition Costs and Increased Cost of Construction;
 - m. Employee Theft (Including ERISA);
 - n. Forgery or Alteration;
 - o. Accounts Receivable;
 - p. Fine Arts at Market Value;
 - q. Computers, Software and Telephone Systems;
 - r. Outdoor Signs;
 - s. Property in Care, Custody and Control of Salespersons;
 - t. Spoilage.
- Payments under the Additional Coverage, Preservation of Property will not increase the applicable Limit of Insurance.
3. **Business Personal Property - Seasonal Increase**
- a. To provide for seasonal variations, the Limit of Insurance for Your Business Personal Property will automatically increase by the percentage shown in the Advantage Property Schedule.
 - b. This increase will apply only if the Limit of Insurance shown for Your Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
 - (1) The 12 months immediately preceding the date the loss or damage occurs; or
 - (2) The period of time you have been in business as of the date the loss or damage occurs.
- F. The **Deductible** section is amended as follows:
- 1. No deductible applies to the following Additional Coverages or Coverage Extensions:
 - a. Reward Payment
 - b. Fire Protection Equipment Recharge or Refill
 - c. Forgery or Alteration
 - d. Loss Data Preparation Cost
 - e. Lost Key Consequential Loss
 - f. Money Orders and Counterfeit Paper Currency.

2. With respect to Money and Securities (Including Unauthorized Business Card Use), Outdoor Signs and Property in the Care, Custody and Control of a Salespersons, a \$250 deductible applies.
3. With respect to Employee Theft (Including ERISA), a \$250 deductible applies, however, this deductible does not apply to loss sustained by any "employee benefit plan(s)".
4. Unless otherwise specified in 1., 2. or 3. above, a \$500 deductible applies to loss or damage caused by a Covered Cause of Loss to each Additional Coverage or Coverage Extension in this endorsement.
 - a. If an occurrence is caused by a Covered Cause of Loss and results in the application of one or more Additional Coverages or Coverage Extensions and without involving a loss to a building or business personal property, the deductible will apply once to all covered losses under this endorsement, or;
 - b. If a Building and/or Business Personal Property loss occurs due to a Covered Cause of Loss and results in a loss to an Additional Coverage or coverage Extension in this endorsement, only the highest deductible amount will apply.

II. Changes To The Causes Of Loss - Special Form

- A. The **Ordinance Or Law** exclusion in the **Exclusions** section does not apply to the **Additional Coverage, Ordinance Or Law** provision in this endorsement.
- B. With respect to the coverage provided by **Coverage Extension, Valuable Papers And Records**, the **Causes of Loss - Special Form** is amended as follows:
 1. Section B. Exclusions does not apply to this Coverage Extension, except for the following paragraphs:
 - a. B.1.c. Governmental Action;
 - b. B.1.d Nuclear Hazard;
 - c. B.1.f. War And Military Action;
 - d. B.2.h. Dishonest or Criminal act (including theft);
 - e. B.2.i. False Pretense; and
 - f. B.3., including items 3.a through 3.c
 2. The following additional exclusions apply to the Coverage Extension, Valuable Papers And Records:

We will not pay for loss or damage caused by or resulting from:

- a. Electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:
 - (1) Programming errors or faulty machine instructions; or
 - (2) Faulty installation or maintenance of data processing equipment or component parts;

But we will pay for direct loss or damage caused by lightning.
- b. Errors or omissions in processing or copying. But if errors or omissions in processing or copying result in fire or explosion, we will pay for the direct loss or damage caused by the fire or explosion.
- c. The Utility Services exclusion in the Exclusions section does not apply to the Additional Coverage, Utility Services - Direct Damage provision in this endorsement.

- C. With respect to the Computer and Funds Transfer Fraud, Credit Card Forgery, Credit Card Slip Theft, Disappearance and Destruction, Employee Theft (Including ERISA), Forgery or Alteration, Fraudulent Impersonation, Money Orders and Counterfeit Money, and Money and Securities (Including Unauthorized Business Card Use) provisions in this endorsement, the following additional exclusions apply:

1. Acts committed by you, your partners or your members

Loss resulting from "theft" or any other dishonest or fraudulent act committed by:

- a. You; or
- b. Any of your partners or "members";

Whether acting alone or in collusion with other persons, except while handling money, securities or other property of the "employee benefit plan(s)".

2. Acts committed by your employees learned of by you prior to the Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any or your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of such "theft" or dishonest act

prior to the Policy Period shown in the Declarations.

3. Acts Committed by your employees, managers, directors, trustees or representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- a. Whether acting alone or in collusion with other persons; or
- b. While performing services for you or otherwise;

Except when covered under Employee Theft (Including ERISA).

4. Confidential or Personal Information Loss resulting from:

- a. The disclosure or use of another person's or organization's confidential or personal information, except as provided in Paragraph b.; or
- b. The disclosure of your or an "employee benefit plan(s)" participant's confidential or personal information. However, this Paragraph does not apply to loss otherwise covered under this insurance that results directly from the use of your or an "employee benefit plan(s)" participant's confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, retirement or health savings account information or any other type of nonpublic information.

5. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

6. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this endorsement including, but not limited to, loss resulting from:

- a. Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance; or
- c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

7. Legal Fees, Costs and Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Employee Theft (Including ERISA).

8. Virtual Currency

Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

D. With respect to the Money and Securities (Including Unauthorized Business Card Use) coverage in this endorsement, the following additional exclusions apply:

1. Accounting or Arithmetical Errors or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

2. Exchanges or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

3. Fire

Loss or damage resulting from fire, however caused, except:

- a. Loss of or damage to "money" and "securities"; and
- b. Loss from damage to a safe or vault.

4. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

5. Motor Vehicles or Equipment and Accessories

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

6. Transfer or Surrender of Property

- a. Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises";

(1) On the basis of unauthorized instructions; or

(2) As a result of a threat including, but not limited to:

(a) A threat to do bodily harm to any person;

(b) A threat to do damage to any property;

(c) A threat to introduce a denial of service attack into any "computer system";

(d) A threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system";

(e) A threat to contaminate, pollute or render substandard your products or goods; or

(f) A threat to disseminate, divulge or utilize:

(i) Your confidential information;

(ii) Confidential or personal information of another person or organization; or

(iii) Weaknesses in the source code within any "computer system".

- b. However, this exclusion does not apply under when covered under Money and Securities (Including Unauthorized Business Card Use) to loss of "money" or "securities" while outside the "premises" in the care and custody of a "messenger" if you:

(1) Had no knowledge of any threat at the time the conveyance began; or

(2) Had no knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

7. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

8. Voluntary Parting of Title to or Possession of Property

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

- E. With respect to the **Employee Theft (Including ERISA)** provision in this endorsement, the following additional exclusions apply:

1. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

a. An inventory computation; or

b. A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

2. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

Except when covered under an "employee benefit plan(s)".

3. Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

Except when covered under an "employee benefit plan(s)".

- F. With respect to the **Computer Funds Transfer Fraud** provision in this endorsement, the following additional exclusions apply:

1. Authorized Access

Loss resulting from a fraudulent:

a. Entry of "electronic data" or "computer program" into; or

b. Change of "electronic data" or "computer program" within;

Any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Additional Coverage; Coverage Section, C.20.a.(1)(b).

2. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

3. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

4. Fraudulent Instructions

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

- a. Transfer, pay or deliver "money", "securities" or "other property"; or
- b. Debit or delete your account;

Which instruction proves to be fraudulent, except when covered under Additional Coverage; Coverage Section, C.20.a.(2).

5. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- a. An inventory computation; or
- b. A profit and loss computation.

G. The Exclusions section does not apply to the Coverage Extension, Accounts Receivable of this endorsement, except for the following exclusions:

- 1. Governmental Action;
- 2. Nuclear Hazard;
- 3. War And Military Action;
- 4. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more;
- 5. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - a. You do your best to maintain heat in the building or structure; or

- b. You drain the equipment and shut off the supply if the heat is not maintained;

6. Dishonest or criminal act by you, any of your partners, "members", officers, "managers", "employees" (including leased "employees"), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

- a. Acting alone or in collusion with others; or
- b. Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your "employees" (including leased "employees"); but theft by "employees" (including leased "employees") is not covered; and

7. We will not pay for loss or damage caused by or resulting from any of the following, a. through c. But if an excluded cause of loss that is listed in a. through c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in any of the following exclusions to produce the loss or damage:
 - (1) Ordinance or Law;
 - (2) Earth Movement;
 - (3) Governmental Action;
 - (4) Nuclear Hazard;
 - (5) Utility Services;
 - (6) War And Military Action;
 - (7) Water; and
 - (8) "Fungus", Wet Rot, Dry Rot And Bacteria.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or

- (4) Maintenance; of part or all of any property on or off the premises described in the Declarations.

H. The following additional exclusions apply only to the **Accounts Receivable Coverage Extension** in **Section I.** of this endorsement:

We will not pay for:

1. Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking, or withholding or "money", "securities", or other property.

This exclusion applies only to the extent of the wrongful giving, taking, or withholding.
2. Bookkeeping, accounting or billing errors or omissions.
3. Electrical or magnetic injury, disturbance, or erasure of electronic recordings that is caused by or results from:
 - a. Programming errors or faulty machine instructions;
 - b. Faulty installation or maintenance of data processing equipment or component parts;
 - c. An occurrence that took place more than 1,000 feet from your "premises"; or
 - d. Interruption of electrical power supply, power surge, blackout or brownout if the cause of such occurrence took place more than 1,000 feet from your "premises".
4. Unauthorized instructions to transfer property to any person or to any place.
5. "Loss" or damage that requires any audit of records or any inventory computation to prove its factual existence.

I. The following exclusions in the **Exclusions** section do not apply to loss or damage to the **Computers, Software and Telephone Systems Coverage Extension** in **Section I.** of this endorsement:

1. Earth Movement;
2. Utility Services - Direct Damage;
3. Artificially Generated Electricity;
4. Mechanical breakdown;
5. Dampness or dryness of atmosphere, changes in or extremes of temperature and marring or scratching;

J. The following additional exclusions apply only to the **Computers, Software and Telephone**

Systems Coverage Extension in **Section I.** of this endorsement:

We will not cover loss resulting directly or indirectly from:

1. Errors, omissions or incorrect instructions in programming or processing "electronic data" and "media". But if errors, omissions or incorrect instructions in programming result in a "Specified Causes of Loss" or mechanical breakdown of "computer equipment", we will pay for the loss or damage caused by that "Specified Cause of Loss" or mechanical breakdown of "computer equipment".
2. Errors or deficiency in design, installation, maintenance, repair or modification of your computer system or any computer system or network to which your system is connected or on which your system depends, including "electronic data" and "media".
3. Manipulation of your computer system, including "electronic data" and "media", by an "employee", volunteer worker or contractor, for the purpose of diverting "electronic data" and "media" or causing fraudulent or illegal transfer of any property.
4. Unauthorized viewing, copying or use of "electronic data" and "media", or any proprietary or confidential information or intellectual property in any form by any person, even if such activity is characterized as theft.
5. Unexplained or indeterminable failure, malfunction or slowdown of a computer system, including "electronic data" and "media" or the inability to access or properly manipulate "electronic data" and "media".
6. "Virus", except as provided for in Paragraph g.(4) of the **Computers, Software and Telephone Systems Coverage Extension** in **Section I.** of this endorsement.

K. The **Exclusions** section does not apply to the **Coverage Extension, Outdoor Signs** of this endorsement, except for the following exclusions:

1. Governmental Action;
2. Nuclear Hazard;
3. War And Military Action;
4. Wear and tear;
5. Rust, or other corrosion, decay, deterioration, hidden or latent defect or

any quality in property that causes it to damage or destroy itself; and

6. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

- L. The following additional exclusions apply only to the **Coverage Extension, Outdoor Signs** of this endorsement:

We will also not pay for loss or damage caused by or resulting from any of the following:

1. Dampness or dryness of atmosphere;
2. Changes in extremes of temperature;
3. Marring or scratching; or
4. Rain, snow, ice or sleet.

- M. The special limits in Paragraph 3. of the **Limitations** section are amended as follows:

1. The special limit for theft of furs, fur garments, and garments trimmed in fur is increased from \$2,500 to the limit shown in the Advantage Property Schedule.
2. The special limit for theft of jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum, and other precious alloys or metals is increased from \$2,500 to the limit shown in the Advantage Property Schedule.
3. The special limit for theft of patterns, dies, molds and forms is increased from \$2,500 to the limit shown in the Advantage Property Schedule.
4. The special limit for theft of stamps, tickets, including lottery tickets held for sale, and letters of credit is increased from \$250 to the limit shown in the Advantage Property Schedule.

III. Changes to the Commercial Property Conditions

- A. With respect to this endorsement only, section **G. Other Insurance** of the **Commercial Property Conditions**, is deleted and replaced by the following:

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance shown on the Advantage Property Schedule.

- B. With respect to the **Computer and Funds Transfer Fraud, Credit Card Forgery, Credit Card Slip Theft, Disappearance and**

Destruction, Employee Theft (Including ERISA), Forgery or Alteration, Fraudulent Impersonation, Money Orders and Counterfeit Money and Money and Securities (Including Unauthorized Business Card Use) provisions in this endorsement, the following additional Conditions apply:

1. Additional Premises or Employees

If, while this endorsement is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liability of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" is not required, and no additional premium will be charged for the remainder of the Policy Period shown in the Declarations.

2. Extended Period to Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

- a. No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- b. No later than one year from the date of that cancellation with regard to any "employee benefit plan(s)"

3. Joint Insured

- a. If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- b. If any Insured, or partner, "member", "manager", officer, director or trustee of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.

- c. An "employee" of any Insured is considered to be an "employee" of every Insured.
- d. If this insurance or any of its coverages are cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:
 - (1) No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
 - (2) No later than one year from the date of that cancellation with regard to any "employee benefit plan(s)"
- e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one insured.
- f. Payment by us to the first Named Insured for loss sustained by any Insured, or payment by us to any "employee benefit plan(s)" for loss sustained by that Plan, shall fully release us on account of such loss.

4. Loss Sustained During Prior Insurance Issued by us or any Affiliate

- a. Loss Sustained Partly During This Insurance and Partly During Prior Insurance.

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (1) Partly during the Policy Period shown in the Declarations; and
- (2) Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

And this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained

during this Policy Period. We will then settle the remaining amount of loss that you sustained during the policy period(s) of the prior insurance.

- b. Loss Sustained Entirely During Prior Insurance.

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (1) This insurance became effective at the time of cancellation of the prior insurance; and
- (2) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the policy period(s) of any other prior insurance.

- c. In settling loss subject to this Condition under 4.(a) and 4.(b):

- (1) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.

- (2) We will apply the applicable Deductible Amount shown in this endorsement to the amount of loss sustained under this endorsement. If no loss was sustained under this endorsement, we will apply the Deductible Amount shown in this endorsement to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

5. Loss Sustained During Prior Insurance Not Issued by us or any Affiliate

a. If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance provided:

- (1) This insurance became effective at the time of cancellation of the prior insurance; and
- (2) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

b. In settling loss subject to this condition:

- (1) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.
- (2) We will apply the applicable Deductible Amount shown in this endorsement to the amount of loss sustained under the prior cancelled insurance.

c. The insurance provided under this condition is subject to the following:

- (1) If loss covered under this condition is also partially covered under 4. above, the amount recoverable under this condition is part of, not in addition to, the amount recoverable under 4. above.
- (2) For loss covered under this condition that is not subject to Paragraph 5.c.1., the amount recoverable under this condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this endorsement and is limited to the lesser of the amount recoverable under:

(a) This endorsement as of its effective date; or

(b) The prior cancelled insurance had it remained in effect.

6. Ownership of Property; Interests Covered

The property covered under this insurance is limited to property:

- a. That you own or lease;
- b. That is held by you in any capacity; or
- c. For which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

7. Records

You must keep records of all property, including but not limited to "money" and "securities" and "other property", under this insurance so we can verify the amount of any loss.

8. Armored Motor Vehicle Companies

We will only pay for the amount of loss you cannot recover:

- a. Under your contract with the armored motor vehicle company; and
- b. From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

C. With respect to the Employee Theft (Including ERISA) provision in this endorsement, the following additional Conditions apply:

1. Employee Benefit Plans

The "employee benefit plan(s)" (hereinafter referred to as Plan) are included as Insureds under this endorsement, subject to the following:

- a. If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator is responsible for selecting a Limit of Insurance for this provision that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required under ERISA as if each Plan were separately insured.
- b. If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

c. If two or more Plans are insured under this insurance, any payment we make for loss:

(1) Sustained by two or more Plans;
or

(2) Of commingled "money", "securities" or "other property" of two or more Plans;

Resulting directly from an "occurrence", will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required under ERISA for each Plan bears to the total of those limits.

2. Termination as to any Employee

The coverage provided under Employee Theft (Including ERISA) terminates as to any "employee":

a. As soon as:

(1) You; or

(2) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee":

Learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you;
or

b. On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. With respect to the **Credit Card Forgery, Forgery or Alteration and Fraudulent Impersonation** provisions in this endorsement, the following additional Conditions apply:

1. Electronic and Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

2. Proof of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

A. **"Client or Virtual Office Premises"** means the interior of that portion of any building occupied by an "employee", including:

1. An "employee's" residence; or
2. A client's business location.

Client or virtual office premises does not include any location that is described in the Declarations or reported to or accepted by us for coverage under this endorsement.

B. **"Computer Equipment"** means:

1. Computer "hardware" and related component parts capable of accepting information, processing it according to instructions and producing the results in a desired form.

Component parts include but are not limited to modems, printers, keyboards and scanners.

2. Computer control systems including uninterruptible power supply systems, line conditioner and voltage regulator, and

However, "computer equipment" does not include "telecommunications equipment", air conditioning equipment, fire protection equipment, or web site servers.

C. **"Computer Programs"** mean a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".

Computer programs, as in the definition of "electronic data", mean a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. Computer programs do not mean your "stock" of prepackaged software.

D. **"Computer System"** means:

1. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
2. Systems and applications software; and
3. Related communications networks;

By which "electronic data" is collected, transmitted, processed, stored or retrieved.

E. **"Counterfeit money"** means an imitation of "money" which is intended to deceive and to be taken as genuine.

IV. Definitions

F. **"Customer"** means an entity or individual to whom you sell goods or provide services under a written contract.

G. **"Discover"** or **"discovered"** means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount of details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

H. **"Electronic data"**, , means information, facts, images, sounds or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on "media". "Electronic data" does not mean that which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security systems.

I. **"Eligible person"** means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the recovery of stolen Covered Property or the arrest and conviction of any person or persons committing a crime resulting in a covered loss, and who is not:

1. You;
2. Your partner, an officer or an employee or any family "members" thereof;
3. An employee of a law enforcement agency;
4. An employee of a business engaged in property protection;
5. A person who had custody of the Covered Property at the time the theft was committed; or
6. A person involved in the crime.

J. **"Employee"** or **"Employees"** as respects the coverage provided for Computer and Funds Transfer Fraud; Credit Card Forgery and Credit Card Slip Theft, Disappearance or Destruction and Fraudulent Impersonation only means:

1. Any natural person(s):
 - a. While in your service or for 30 days after termination of service, immediately after termination of service, unless such termination is

due to "theft" or any dishonest act committed by the "employee";

- b. Whom you compensate directly by salary, wages or commissions; and
 - c. Whom you have the right to direct and control while performing services for you;
2. Any natural person(s) who is furnished temporarily to you:
 - a. To substitute for a permanent "employee" as defined in Paragraph J.(1), who is on leave; or
 - b. To meet seasonal or short term work load conditions;

while that person is subject to your direction and control and performing services for you;
 3. Any natural person(s) who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph J.(2) above;
 4. Any natural person(s) who is:
 - a. A trustee, officer, employee, administrator or "manager", except an administrator or "manager" who is an independent contractor, of any "employee benefit plan(s)" insured under this policy; and
 - b. Your director or trustee while that person is handling "money", "securities" or "other property" of any "employee benefit plan(s)".
 5. Any natural person(s) who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you; or
 6. Any natural person(s) who is a guest student or intern pursuing studies or duties.
 7. Any natural person(s) employed by an entity merges or consolidated with you prior to the effective date of this insurance; and
 8. Any natural person(s) who is your "manager", director or trustee while:
 - a. Performing acts within the scope of the usual duties of an "employee;" or
 - b. Acting as a "member" of any committee duly elected or appointed by resolution of your board of directors or board of trustees to

perform specific, as distinguished from general, directorial acts on your behalf.

9. "Employee" or "Employees" does not mean:

- a. Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

K. "Employee" or "Employees" as respects the coverage provided for the Additional Coverage, Employee Theft (Including ERISA) only, means:

1. Any natural person(s):
 - a. While in your service (and for 30 days after termination of service); and
 - b. Whom you compensate directly by salary, wages or commissions; and
 - c. Whom you have the right to direct and control while performing services for you; or
2. Any natural person(s) employed by an employment contractor while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises"; or
3. Any natural person(s) who is:
 - a. A trustee, officer, "employee", administrator or "manager", except an administrator or "manager" who is an independent contractor, of any "employee benefit plan(s)"; and
 - b. A director or trustee of yours while that person is engaged in handling "money", "securities" or "other property" of any "employee benefit plan(s)".

But "employee" or "employees" does not mean any:

1. Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
2. Director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

L. "Employee benefit plan(s)" means any welfare or pension benefit plan that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

M. "Financial Institution" means a bank, savings bank, savings and loan association, trust company, credit union or similar depository institution.

N. "Financial Institution Premises" means the interior of that portion of any building occupied by a "financial institution".

O. "Fine Arts" means antiques, rare articles and other works of art, including paintings, etchings, drawings, pictures, tapestries, art glass windows, valuable rugs, sculptures, statuary, marbles, bronzes, porcelains and bric-a-brac and similar property or rarity, historical value or artistic merit that is not your "stock".

P. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity for any purpose.

Q. "Fraudulent instruction" means:

1. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
2. A written instruction issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
3. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

R. "Hardware" means an assemblage of electronic machine components capable of accepting instructions and information, according to the instructions, and producing desired results.

S. "Laptops and Mobile Device(s)" means "computer equipment" and accessories that are designed to function with it that can easily be carried and operated without wire and is designed to be used at more than one location.

T. "Loss" as respects the coverage provided for in the Accounts Receivable Coverage

Extension only, means accidental loss or damage.

- U. **"Manager"** or **"Managers"** mean a natural person(s) serving in a directorial capacity for a limited liability company.
- V. **"Market value"** means the price which the property might be expected to realize if offered for sale in a fair market.
- W. **"Member"** or **"Members"** means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a "manager".
- X. **"Messenger"** means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".
- Y. **"Money"** means:
 1. Currency, coins and bank notes in current use and having a face value; and
 2. Traveler's checks and money orders held for sale to the public; and
 3. Deposits in your account at any "financial institution."
- Z. **"Occurrence"**, as respects the coverage provided for in:
 1. Employee Theft (including ERISA), means:
 - a. An individual act;
 - b. The combined total of all separate acts whether or not related; or
 - c. A series of acts whether or not related;

Committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under the Additional Conditions Loss Sustained During Prior Insurance Issued by us or any Affiliate or Loss Sustained During Prior Insurance Not Issued by us or any Affiliate.

2. Forgery or Alteration, means:
 - a. An individual act;
 - b. The combined total of all separate acts whether or not related; or
 - c. A series of acts whether or not related;

Committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under the Additional Conditions Loss Sustained During Prior Insurance Issued by us or any Affiliate or

Loss Sustained During Prior Insurance Not Issued by us or any Affiliate.

3. Money Orders and Counterfeit Money, Money and Securities (Including Unauthorized Credit Card Use) and Fraudulent Impersonation, means:
 - a. An individual act or event;
 - b. The combined total of all separate acts or events whether or not related; or
 - c. A series of acts or events whether or not related;

Committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under the Additional Conditions Loss Sustained During Prior Insurance Issued by us or any Affiliate or Loss Sustained During Prior Insurance Not Issued by us or any Affiliate.

AA. "Operations" means your business activities occurring at the premises described in the Declarations; and the tenantability of the insured locations.

AB. "Other property", means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property specifically excluded under this policy with the following exception:

As respects the coverage provided for in Employee Theft (including ERISA), Forgery or Alteration (Including Credit Card Forgery), Money Orders and Counterfeit Money and Money and Securities (Including Unauthorized Business Card Use), means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs", "electronic data" or any property specifically excluded.

AC. "Perishable stock" means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.

AD. "Personal property of others" means personal property that you do not own. It does not include:

1. Personal property that belongs to you, your officers, your partners or "members", your "managers" or your employee(s); or
2. Business personal property leased from others.

AE. "Premises", as respects the coverage provided for the Accounts Receivable, Forgery or Alteration (Including Credit Card

Forgery), Credit Card Slip Theft Disappearance or Destruction, Computer And Funds Transfer Fraud, and Money and Securities (Including Unauthorized Business Card Use), means that interior portion of the building at the address shown in the Declarations that you occupy for your business.

AF. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or "other property" and includes:

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

AG. "Stock" means merchandise held in storage or for sale, raw materials and in process or finished goods, including supplies used in their packing or shipping.

AH. "Telecommunications Equipment" means telephones, telephone switchgear (including PBX systems), facsimile transmission equipment, video conferencing equipment, and other related telephone equipment and component parts whose function is the transmission of communications (including computers dedicated to voice mail).

AI. "Theft" means the unlawful taking of property to the deprivation of the Insured.

AJ. "Transfer Account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":

1. By means of computer, telefacsimile, telephone or other electronic instructions; or
2. By means of written instructions (other than those covered under Forgery or Alteration) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds system.

AK. "Transfer instruction" means an instruction directing you to transfer "money", "securities" or "other property".

AL. "Vendor" means an entity or individual from whom you purchase goods or receive services under a written contract.

AM. "Virus" means any acts by persons, other than an employee(s), involving any of the following:

1. Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems; or
2. Unauthorized computer code or program that:
 - a. Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced;
 - b. Replicates itself, impairing the performance of computers or computer systems or networks; or
 - c. Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced, for users other than those intended for authorized users of the computers or computer systems or networks.

COMMERCIAL PROPERTY
CL CP 04 61 09 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE RESTAURANT FOOD CONTAMINATION - BUSINESS INCOME ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM

Schedule

Coverage	Limits of Insurance
Food Contamination	\$ 15,000

A. The following is added to the Additional Coverages in the Coverage Section: Food Contamination

1. If your business at the described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination", we will pay:
 - a. Your expense to clean your equipment as required by the Board of Health or any other governmental authority;
 - b. Your cost to replace the food which is, or is suspected to be, contaminated;
 - c. Your expense to provide necessary medical tests or vaccinations for your infected employees (including temporary and leased employees) who are potentially infected by the "food contamination". However, we will not pay for any expense that is otherwise covered under a Workers' Compensation Policy;
 - d. The loss of Business Income you sustain due to the necessary "suspension" of your "operations" as a result of the "food contamination". The coverage for Business Income will begin 24 hours after you receive notice of closing from the Board of Health or any other governmental authority; and
 - e. Additional advertising expenses you incur to restore your reputation.

2. The most we will pay for all loss under this Additional Coverage is \$15,000, unless a higher Limit of Insurance is shown in the Schedule above.
3. We will not pay for any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination" at the described premises.
4. To the extent that coverage is provided by this Additional Coverage, the "**Fungus, Wet Rot, Dry Rot And Bacteria**" exclusion in the **Exclusions** Section of the **Causes of Loss - Special Form** does not apply.

B. The following is added to the Definitions Section:

"Food contamination" means an outbreak of food poisoning or food-related illness of one or more persons arising out of:

1. Tainted food you distributed or purchased;
2. Food which has been improperly processed, stored, handled or prepared in the course of your business operations; or
3. Food which has been contaminated by virus or bacteria transmitted through one or more of your employees, including temporary and leased employees.

COMMERCIAL PROPERTY COVERAGE PART MULTISTATE REVISION OF FORMS AND ENDORSEMENTS ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes in your Commercial Property insurance. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

The areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy.

The material in this notice makes reference to form and endorsement numbers; **however, not all forms and endorsements may be included in your policy.**

COVERAGE FORMS, CAUSES OF LOSS FORMS AND RELATED ENDORSEMENTS

1. Broadenings In Coverage

- **Debris Removal (CP 00 10, CP 00 17, CP 00 18)**

The additional Limit of Insurance for debris removal expense is increased from \$10,000 to \$25,000. (That additional limit may apply when basic coverage for debris removal expense is exhausted or inapplicable.)

Further, coverage for debris removal is expanded to include the expense of removing debris of certain property of others. The total expense for all debris removal is subject to the limitations stated in the policy concerning amount of coverage, including the aforementioned additional Limit of Insurance. However, when no Covered Property sustains direct physical loss or damage, coverage for the removal of debris of others' property is limited to \$5,000.

The Outdoor Property Coverage Extension is revised to include debris removal expense for trees, shrubs and plants that are the property of others, except trees, shrubs and plants owned by the landlord of an insured tenant.

- **Extended Business Income, Extended Period Of Indemnity (CP 00 30)**

The number of days' coverage under the Extended Business Income provision is increased from 30 to 60 days. Accordingly, the Extended Period Of Indemnity option, if applicable, is revised to begin after 60 days.

- **Coverage Radius For Business Personal Property And Personal Property Of Others (CP 00 10, CP 00 18)**

These forms are revised to extend coverage for business personal property and personal property of others to such property when located within 100 feet of the building or 100 feet of the described premises, whichever distance is greater.

- **Property In Storage Units (CP 00 10, CP 00 17, CP 00 18)**

A Coverage Extension for Business Personal Property Temporarily In Portable Storage Units is introduced. Under this Coverage Extension, a 90-day coverage period is provided for business personal property temporarily stored in a portable storage unit located within 100 feet of the described premises, subject to a

sub-limit of \$10,000 regardless of the number of storage units.

- **Entrusted Property (CP 10 30)**

In the Causes Of Loss – Special Form **CP 10 30**, the exclusion of dishonest or criminal acts is revised to distinguish between those who have a role in the insured's business (partners, managers, employees, etc.) and others to whom property may be entrusted (a category that includes tenants and bailees, for example). With respect to the latter category, the exclusion is narrowed to apply only to theft. Further, the exception to the exclusion (which enables coverage for acts of destruction) is revised to extend applicability to authorized representatives.

- **Vegetated Roofs (CP 00 10, CP 00 17, CP 10 10, CP 10 20, CP 10 30)**

Property Not Covered is revised to make an exception for lawns, trees, shrubs and plants which are part of a vegetated roof, thereby treating such property as an insured part of the building, so that an existing vegetative roof can be replaced with like kind in the event of a loss, subject to policy terms and certain limitations. Accordingly, lawns, trees, shrubs and plants which are part of a vegetated roof are no longer covered under the more limited Outdoor Property Coverage Extension.

- **Electronic Data In Building Equipment (CP 00 10, CP 00 17, CP 00 18, CP 00 30)**

The property damage and related Coverage Forms (**CP 00 10, CP 00 17, CP 00 18**) are revised to remove the \$2,500 limitation on electronic data with respect to loss or damage to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system. Coverage for such electronic data will be considered part of the coverage on the building. Further, under property damage forms, the \$2,500 limitation will no longer apply to stock of prepackaged software. Coverage for prepackaged software will be subject to the Limit of Insurance otherwise applicable to such personal property.

The business interruption Coverage Form (**CP 00 30**) is revised so that the \$2,500 limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system. A business interruption caused by loss or damage to such electronic data will be subject to the coverage otherwise applicable to a covered business interruption.

- **Specified Causes Of Loss – Water Damage (CP 10 30)**

Coverage for water damage under the definition of "specified causes of loss" is expanded to include accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of certain off-premises systems due to wear and tear.

2. Reduction Of Coverage

- **Newly Acquired Property (CP 00 10, CP 00 17, CP 00 18)**

Under the Newly Acquired Property Extension, the provision which extends an additional Limit of Insurance to newly acquired business personal property at the described premises is removed. There is no change to the coverage for newly acquired business personal property at newly acquired locations or at newly constructed or acquired buildings at the described location.

3. Other Changes

- **Earth Movement (CP 10 10, CP 10 20, CP 10 30)**

The Earth Movement Exclusion now makes explicit reference to earth movement caused by an act of nature or otherwise caused. In addition, the term earthquake now incorporates tremors and aftershocks. With respect to coverage for Volcanic Action (which is a limited exception to the exclusion of volcanic eruption), all such eruptions that occur within any 168-hour period constitute a single occurrence.

- **Fire Department Service Charge (CP 00 10, CP 00 17, CP 00 18)**

**ADVANTAGE
COMMERCIAL PROPERTY
CL PN 50 10 09 15**

The Fire Department Service Charge Coverage is revised to specify that the amount of such coverage (\$1,000 or a designated higher limit) applies to each premises described in the Declarations. Further, the language of the coverage provision is revised to make it explicit that the designated limit applies regardless of the number of responders or the number or type of services performed.

- **Business Personal Property And Personal Property Of Others In Described Structures (CP 00 10, CP 00 17, CP 00 18)**

The coverage provisions for Your Business Personal Property and Personal Property Of Others are revised to make it explicit that such property is covered when located in the building or structure described in the Declarations.

- **Coverage Radius With Respect To Business Interruption (CP 00 30)**

In part, the coverage criteria for business interruption coverage relate to loss or damage to personal property in the open or in a vehicle within a certain distance from the described premises. The language relating to the coverage radius is revised to achieve more similarity between the radius outlined for insureds who are occupants of the entire premises and those who occupy only a part of the premises, and to use terminology similar to that used in property damage forms.

- **Water Exclusion (CP 10 10, CP 10 20, CP 10 30)**

The Water Exclusion provided by Endorsement **CP 10 32** is incorporated into the aforementioned forms. As a result, Endorsement **CP 10 32** is no longer added to the policy.

- **Ordinance Or Law Exclusion (CP 00 10, CP 00 17, CP 00 18, CP 00 30, CP 10 10, CP 10 20, CP 10 30)**

The language of the Ordinance Or Law Exclusion, which relates to enforcement of an ordinance or law, is revised to also refer to compliance with an ordinance or law.

Similar references are revised in the policy's Increased Cost Of Construction (ICC) Additional Coverage, Loss Payment and Valuation Conditions, and Replacement Cost Optional Coverage, and in the Period of Restoration definition in the business interruption forms. Further, the ICC coverage grant is revised to explicitly refer to compliance with the minimum standards of an ordinance or law.

- **Risk Of Loss (CP 10 30)**

The term "risk of" is removed from the provisions related to insured perils in the Causes Of Loss – Special Form **CP 10 30**.

- **Miscellaneous Changes**

Editorial changes were made to various forms. The revisions are summarized below:

- Condominium Association Coverage Form **CP 00 17** is revised to include a definition of "stock", which is "merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping".
- Causes Of Loss – Basic Form **CP 10 10** and Causes Of Loss – Broad Form **CP 10 20** are revised to specify that words and phrases which appear in quotation marks have special meaning and to refer to the Definitions section.

OTHER ENDORSEMENTS

1. Broadenings In Coverage

- **Increase In Rebuilding Expenses Following Disaster (Additional Expense Coverage On Annual Aggregate Basis) Endorsement CP 04 09**

**ADVANTAGE
COMMERCIAL PROPERTY
CL PN 50 10 09 15**

This new endorsement provides limited coverage for the situation in which the cost of repair/replacement of property exceeds the Limit of Insurance due to increases in the cost of labor and/or materials following a disaster.

- **Dependent Properties – Business Interruption (CP 15 01, CP 15 08, CP 15 09,)**
Under the following revised endorsements, secondary contributing locations and secondary recipient locations are covered if so indicated in the Schedule of the endorsement. Such locations are defined in the endorsement.
 - **CP 15 01** – Business Income From Dependent Properties – Limited International Coverage
 - **CP 15 08** – Business Income From Dependent Properties – Broad Form
 - **CP 15 09** – Business Income From Dependent Properties – Limited Form
- **Flood Coverage Endorsement CP 10 65**
Under the Flood Coverage Endorsement, there is no coverage for loss resulting from a flood which begins before or within 72 hours after the inception date of the endorsement. This endorsement is revised to provide that the aforementioned 72-hour waiting period will not apply when the prior policy included flood coverage and the policy periods are consecutive without a break in coverage. Further, the similar 72-hour waiting period for an increase in the Limit of Insurance will not apply to an increase executed at the time of renewal.

Also, this endorsement is revised to add drains and sumps to the provision which covers back-up and overflow from a sewer when such discharge occurs within 72 hours after a flood recedes.
- **Theft Of Building Materials And Supplies (Other Than Builders Risk) Endorsement CP 10 44**
This new endorsement extends coverage to encompass theft of building materials and supplies that are located on or within 100 feet of the premises when such property is intended to become a permanent part of the building or structure.
- **Condominium Commercial Unit-owners Optional Coverages Endorsement CP 04 18**
This endorsement is revised to provide the means for selecting a limitation (sub-limit) over \$1,000 for assessments that result from a deductible in the insurance purchased by the condominium association. Coverage is broadened if a sub-limit over \$1,000 is entered in the Schedule of the endorsement.
- **Utility Services – Time Element Endorsement CP 15 45**
This endorsement is revised to provide the means to select a new category of utility service: wastewater removal property. With respect to the coverage provided under this endorsement, wastewater removal property is a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water.
- **Food Contamination (Business Interruption And Extra Expense) Endorsement CP 15 05**
This new endorsement covers certain extra expenses and business income losses arising out of food contamination. Separate limits apply to advertising expense and all other coverages under the endorsement. These limits apply on an annual aggregate basis.
- **Specified Property Away From Premises Endorsement CP 04 04**
This new endorsement provides coverage for business personal property temporarily away from the described premises in the course of daily business activities, while in the care, custody or control of the insured or an employee of the insured.

2. Reduction Of Coverage

- **Deductibles By Location Endorsement CP 03 29**
This new endorsement provides for selected deductibles to apply at each designated building or

designated location that has sustained loss or damage. Thus, under this endorsement, multiple deductibles would apply in the event of an occurrence that affects multiple buildings or locations. Under the prior policy, the applicable deductible applied once per occurrence regardless of the number of buildings or locations involved in the loss occurrence (except with respect to special deductibles such as wind or earthquake percentage deductibles, if any).

- **Limitations On Coverage For Roof Surfacing Endorsement CP 10 36**

This new endorsement includes provisions for covering roof surfacing at actual cash value on a building otherwise subject to replacement cost valuation, and for excluding cosmetic damage by wind to roof surfacing. One or both of these limitations may be indicated on the Schedule of the endorsement.

3. Other Changes

- **Outdoor Trees, Shrubs And Plants Endorsement CP 14 30**

This endorsement is revised to specify that the applicable Limit of Insurance for loss or damage to outdoor trees, shrubs and plants includes debris removal expense. Accordingly, the endorsement states that the Outdoor Property Coverage Extension and Debris Removal Additional Coverage do not apply to property covered under CP 14 30; such provision avoids duplication of coverage.

- **Flood Coverage Schedule CP DS 65**

The Flood Coverage Schedule is revised so that the Underlying Insurance Waiver can be made applicable by location. The Underlying Insurance Waiver is a provision in Flood Coverage Endorsement CP 10 65; the waiver applies to a location only if so indicated in the Flood Coverage Schedule.

- **Exclusion Of Loss Due To By-products Of Production Or Processing Operations (Rental Properties) Endorsement CP 10 34**

This new endorsement, which applies to policies issued to owners and tenants of rental premises, reinforces that property damage and business interruption coverages do not apply to loss or damage to the described premises caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at the rental units identified in the Schedule of the endorsement. But loss or damage by fire or explosion that results from the release of a byproduct of the production or processing operation is not excluded.

- **Utility Services – Overhead Transmission Lines (CP 04 17, CP 15 45)**

Endorsements CP 04 17 Utility Services – Direct Damage and CP 15 45 Utility Services – Time Element are revised to make it explicit that transmission lines include all lines which serve in the transmission of power or communication service, including lines which may be identified as distribution lines.

- **Ordinance Or Law Coverage (CP 04 38,)**

The coverage grant of Endorsement CP 04 38 Functional Building Valuation is revised to remove reference to enforcement of an ordinance or law, in favor of referring to a requirement to comply with an ordinance or law.

- **Building Glass – Tenant's Policy Endorsement CP 14 70**

This endorsement is revised to add a line item for a deductible in the Schedule of the endorsement. A deductible will apply to building glass coverage only if a deductible amount is entered in the Schedule.

- **Theft Exclusion Endorsement CP 10 33**

This endorsement is revised to include a Schedule to facilitate display of the location(s) to which the exclusion applies.

- **Dependent Properties – Business Interruption (CP 15 01, CP 15 08, CP 15 09,)**

The definition of dependent property excludes various utility providers; the list of utilities is updated to make reference to wastewater removal services. With respect to business interruption coverage, loss caused by

**ADVANTAGE
COMMERCIAL PROPERTY
CL PN 50 10 09 15**

interruption in utility service is addressed in Endorsement **CP 15 45**. Refer to the item titled Utility Services – Time Element Endorsement **CP 15 45**.

- **Payroll Limitation Or Exclusion Endorsement CP 15 10**
This endorsement is revised to provide the means to limit or exclude coverage for the payroll expense of any category of employee or individual employee. Since applicability of the endorsement will no longer be restricted to nonmanagerial employees, the term "ordinary payroll expense" and its definition are removed from the endorsement. In addition, the title of the endorsement is revised to remove the word "Ordinary".
- **Earthquake Sprinkler Leakage Deductible CP 10 40**
Earthquake And Volcanic Eruption Endorsement and **CP 10 45** Earthquake And Volcanic Eruption Endorsement (Sub-Limit Form) are revised to specify that the Earthquake percentage deductible does not apply when Earthquake Coverage is limited only to Earthquake Sprinkler Leakage (EQSL) Coverage. Instead, the deductible for Fire Coverage applies to EQSL Coverage.
- **Protective Safeguards**
Endorsement **CP 04 11** Protective Safeguards replaces **IL 04 15** Protective Safeguards. The new endorsement contains the same provisions as **IL 04 15** and adds a symbol and description to recognize hood-and-duct fire extinguishing systems.
- **Increased Cost Of Loss And Related Expenses For Green Upgrades Endorsement CP 04 02**
The Schedule of this endorsement is revised to facilitate identification of personal property (when not all personal property is to be covered for Green Upgrades) and to facilitate the entry of different percentage selections for the building and personal property.

Subparagraphs **A.1.a.** and **A.1.b.** are revised to simplify the calculation described therein, with no change in the outcome. Subparagraph **A.1.d.** is added to explicitly address the situation in which the property loss is less than the deductible.

The provisions of former Paragraph **A.9.**, concerning vegetated roofs, are incorporated into the underlying policy forms, as discussed in the item titled Vegetated Roofs.
- **Windstorm Or Hail Percentage Deductible Endorsement CP 03 21**
Paragraph **D.1.** of this endorsement is editorially revised.

CHANGES TO PROPRIETARY ENDORSEMENTS

Enhancements and Endorsements being withdrawn

Valuation Limitation - Actual Cash Value for Roofs CW 26 92

- ISO form CP 10 36 - Limitations on Coverage for Roof Surfacing - will now apply.

Exclusion - Cosmetic Damage to Roof Coverings Caused by Hail CW 26 98

- ISO form CP 10 36 - Limitations on Coverage for Roof Surfacing - will now apply

Advantage Restaurant Property Endorsement CL CP 04 60

- Coverage have been incorporated into Form CL CP 04 58 Advantage Property Endorsement

Advantage Health Care Services Expanded BII and EE Endorsement CL CP 04 65

- Replaced with Form CL CP 01 47 Advantage Business Income Endorsement

New Enhancement and Endorsements being introduced

Waiver of Coinsurance CL CP 01 44
Advantage Foundations, Underground Pipes, Flues and Drains Endorsement CL CP 01 45
Advantage Business Income and Extra Expense Endorsement CL CP 01 47
Additional Insured Provisions Property Coverage CW 23 61

Other Form Changes

1. Broadenings in Coverage

Advantage Property Endorsement CL CP 04 58

- o "Back up of Sewer, Drain or Sump" label has changed to "Discharge from Sewer, Drain or Sump"
- o Business Personal Property - Seasonal Increase Percentage is amended from 25% to 35%.
- o Computer Fraud coverage is added at a limit of \$25,000.
- o "Laptop" under Computers, Software and Telephone Systems now include "Mobile Device(s)".
- o Laptops and Mobile Device(s) limit is increased from a \$3,500 any one item to \$5,000 any one item.
- o Credit Card Forgery coverage is added at a limit of \$10,000.
- o Credit Card Slip Theft, Disappearance or Destruction coverage is added at a limit of \$10,000.
- o Leasehold Interest - Improvements and Betterments coverage is added at a limit of \$25,000.
- o Loss Data Preparation Cost coverage is added at a limit of \$10,000.
- o Money and Securities Inside the "premises" or a "banking premises" limit is increased from \$10,000 to \$25,000.
- o Money and Securities while in the care and custody of a "messenger" limit is increased from \$5,000 to \$25,000.
- o Theft Damage to Leased Building coverage is added at a limit of \$5,000.
- o Unauthorized Business Card Use coverage is added at a limit of \$5,000.

Equipment Breakdown Coverage Endorsement CL CP 00 04

Equipment Breakdown Deductible and Limits Exceptions Schedule CL CP 00 12

- o Service Interruption extension is added if business income coverage exists on your policy. A \$250,000 limitation no longer applies.
- o Valuable Papers and Records – Cost to Research Valuable Papers and Records (other than electronic data) is added.
- o Environmental, Safety and Efficiency Improvements – coverage is increased from 125% to 150% of what the cost would have been to repair or replace with like kind and quality.
- o Green Environmental and Efficiency Improvements – coverage is added for repair or replacement of defined green items when loss or damage occurs due to equipment breakdown.

2. Other Changes

Advantage Hotel and Motel Property Endorsement CL CP 04 59

- o Computer Fraud, Credit Card Forgery and Credit Card Slip Theft, Disappearance or Destruction coverage was deleted from this endorsement and added to CL CP 04 58 Advantage Property Endorsement. No coverage reduction.

**ADVANTAGE
COMMERCIAL PROPERTY
CL PN 50 10 09 15**

- 3. The following endorsements are revised for editorial clarifications. Not all forms may be applicable to your policy.**

Advantage Business Income (And Extra Expense) Actual Loss Sustained CL CP 01 29

Advantage Restaurant Food Contamination CL CP 04 61

Advantage Restaurant Business Income From Dependent Properties CL CP 04 62

Advantage Cameras and Related Equipment CL CP 04 66

Advantage Property Endorsement - Vermont Amendatory Endorsement CL CP 01 40

Advantage Property Endorsement - New York Amendatory Endorsement CL CP 01 42

New Hampshire Equipment Breakdown Deductible & Limit Schedule CL CP 45 10

COMMERCIAL PROPERTY
CP 00 10 10 12

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H. Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.** Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

a. **Building**, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, 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;
- (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.

b. **Your Business Personal Property**

consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. **Personal Property Of Others** that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
 - (c) Rowboats or canoes out of water at the described premises; or
 - (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or
- q. The following property while outside of buildings:
- (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.
- 3. Covered Causes Of Loss**
- See applicable Causes Of Loss form as shown in the Declarations.
- 4. Additional Coverages**
- a. Debris Removal**
- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
 - (2) Debris Removal does not apply to costs to:
 - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
 - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
 - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
 - (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
 - (e) Remove deposits of mud or earth from the grounds of the described premises;
 - (f) Extract "pollutants" from land or water; or
 - (g) Remove, restore or replace polluted land or water.
 - (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
 - (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

Example 1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example 2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

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

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

- (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced at the same or another premises; and
 - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.
 - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.
 - (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
 - (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.
- f. Electronic Data**
- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
 - (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
 - (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
 - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

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

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

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

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
 - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

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

d. Property Off-premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

f. Non-owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.

- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
 - (a) Will end 90 days after the business personal property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

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

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example 1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$ 60,100
- 250

\$ 59,850 Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:
\$59,850 + \$80,000 = \$139,850

Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

E. Loss Conditions

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

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.

- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
 - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in b., c., d. and e. below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

- (1) Awnings or floor coverings;
 - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
 - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

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

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example 1 (Underinsurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 100,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example 2 (Adequate Insurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than \$39,750 ($\$40,000$ amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example 3

When: The value of the property is:	
Building at Location 1:	\$ 75,000
Building at Location 2:	\$ 100,000
Personal Property at Location 2:	<u>\$ 75,000</u>
	\$ 250,000
The Coinsurance percentage for it is:	90%
The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is:	\$ 180,000
The Deductible is:	\$ 1,000
The amount of loss is:	
Building at Location 2:	\$ 30,000
Personal Property at Location 2:	<u>\$ 20,000</u>
	\$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- The term mortgageholder includes trustee.
- 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.
- The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - Pays any premium due under this Coverage Part at our request if you have failed to do so;

- Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
- 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

1. Agreed Value

- The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example

If: The applicable Limit of Insurance is: \$ 100,000
 The annual percentage increase is: 8%
 The number of days since the beginning of the policy year (or last policy change) is: 146
 The amount of increase is:
 $\$100,000 \times .08 \times 146 \div 365 =$ \$ 3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

- (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

COMMERCIAL PROPERTY
CP 00 30 10 12

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Coverage

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit Of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

2. Extra Expense

- a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.
- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.

- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

4. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- d. This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

5. Additional Coverages

a. Civil Authority

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
- (2) When your Civil Authority Coverage for Business Income ends;
- whichever is later.

b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

c. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 60 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
 - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 60 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

d. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.

- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation – Interruption Of Computer Operations does not apply based on Paragraph **A.4.d.** therein.
 - (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
 - (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
 - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Interruption Of Computer Operations.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
 - (4) The most we will pay under this Additional Coverage, Interruption Of Computer Operations, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
 - (5) This Additional Coverage, Interruption Of Computer Operations, does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.
- 6. Coverage Extension**
- If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:
- Newly Acquired Locations**
- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
 - b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location, unless a higher limit is shown in the Declarations.
 - c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;

(2) 30 days expire after you acquire or begin to construct the property; or

(3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

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

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage.

C. Loss Conditions

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

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

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

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (7) Cooperate with us in the investigation or settlement of the claim.
 - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

a. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.

b. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
 - (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

D. Additional Condition

COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

1. The Coinsurance percentage shown for Business Income in the Declarations; times
2. The sum of:
 - a. The Net Income (Net Profit or Loss before income taxes), and
 - b. Operating expenses, including payroll expenses,

that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- Step (1):** Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- Step (2):** Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and
- Step (3):** Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight – outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form **CP 15 11** is attached);
- (11) All payroll expenses or the amount of payroll expense excluded (if Form **CP 15 10** is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

Example 1 (Underinsurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000
 The Coinsurance percentage is: 50%
 The Limit of Insurance is: \$ 150,000
 The amount of loss is: \$ 80,000

Step (1): $\$400,000 \times 50\% = \$200,000$
 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$150,000 \div \$200,000 = .75$

Step (3): $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

Example 2 (Adequate Insurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000
 The Coinsurance percentage is: 50%
 The Limit of Insurance is: \$ 200,000
 The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$400,000 \times 50\%$). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense Coverage.

E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

- b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:
 - (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
 - (2) The Limit Of Insurance shown in the Declarations.

2. Monthly Limit Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
 - (1) The Limit of Insurance, multiplied by
 - (2) The fraction shown in the Declarations for this Optional Coverage.

Example

When: The Limit of Insurance is: \$ 120,000
 The fraction shown in the Declarations for this Optional Coverage is: 1/4
 The most we will pay for loss in each period of 30 consecutive days is: \$ 30,000
 (\$120,000 x 1/4 = \$30,000)
 If, in this example, the actual amount of loss is:

Days 1-30:	\$ 40,000
Days 31-60:	\$ 20,000
Days 61-90:	<u>\$ 30,000</u>
	\$ 90,000

We will pay:

Days 1-30:	\$ 30,000
Days 31-60:	\$ 20,000
Days 61-90:	<u>\$ 30,000</u>
	\$ 80,000

The remaining \$10,000 is not covered.

3. Business Income Agreed Value

- a. To activate this Optional Coverage:
 - (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
 - (a) During the 12 months prior to the date of the Work Sheet; and

- (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.

- (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
 - (a) The Coinsurance percentage shown in the Declarations; multiplied by
 - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.

- b. The Additional Condition, Coinsurance, is suspended until:
 - (1) 12 months after the effective date of this Optional Coverage; or
 - (2) The expiration date of this policy; whichever occurs first.

- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
 - (1) Within 12 months of the effective date of this Optional Coverage; or
 - (2) When you request a change in your Business Income Limit of Insurance.

- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
 - (1) The Business Income Limit of Insurance; divided by
 - (2) The Agreed Value.

Example

When: The Limit of Insurance is: \$ 100,000
 The Agreed Value is: \$ 200,000
 The amount of loss is: \$ 80,000
 Step (1): \$100,000 ÷ \$200,000 = .50
 Step (2): .50 x \$80,000 = \$40,000

We will pay \$40,000. The remaining \$40,000 is not covered.

4. Extended Period Of Indemnity

Under Paragraph A.5.c., **Extended Business Income**, the number 60 in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

F. Definitions

1. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:
 - a. Your business activities occurring at the described premises; and
 - b. The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
3. "Period of restoration" means the period of time that:
 - a. Begins:
 - (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
 - (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;
caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or

- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Rental Value" means Business Income that consists of:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
 - b. Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
6. "Suspension" means:
 - a. The slowdown or cessation of your business activities; or
 - b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

COMMERCIAL PROPERTY

COMMERCIAL PROPERTY CONDITIONS

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

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

B. CONTROL OF PROPERTY

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

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

C. INSURANCE UNDER TWO OR MORE COVERAGES

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

D. LEGAL ACTION AGAINST US

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

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

E. LIBERALIZATION

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

F. NO BENEFIT TO BAILEE

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

G. OTHER INSURANCE

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

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

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

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

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

This will not restrict your insurance.

COMMERCIAL PROPERTY
CP.01 40 07 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:

 - 1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2. Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

COMMERCIAL PROPERTY
CP 04 17 10 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY SERVICES - DIRECT DAMAGE

This endorsement modifies insurance provided under the following:

- BUILDERS' RISK COVERAGE FORM
- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY
- TOBACCO SALES WAREHOUSES COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Utility Services Limit Of Insurance	Enter "X" for each applicable Property				
			Water Supply Property	Communication Supply Property (including overhead transmission lines)	Communication Supply Property (not including overhead transmission lines)	Power Supply Property (including overhead transmission lines)	Power Supply Property (not including overhead transmission lines)
1	1	\$ 5,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Covered Property: Building							
Causes Of Loss Form Applicable: Special							
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.							

A. Coverage

We will pay for loss of or damage to Covered Property described in the Schedule, caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss (as indicated in the Schedule) to the property described in Paragraph C. if such property is indicated by an "X" in the Schedule.

B. Exception

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

C. Utility Services

1. Water Supply Services, meaning the following types of property supplying water to the described premises:

- a. Pumping stations; and
- b. Water mains.

2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- a. Communication transmission lines, including optic fiber transmission lines;

- b. Coaxial cables; and
- c. Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

3. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- a. Utility generating plants;
- b. Switching stations;
- c. Substations;
- d. Transformers; and
- e. Transmission lines.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

D. As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

E. If a Utility Services Limit Of Insurance is shown in the Schedule, such limit is part of, not in addition to, the Limit Of Insurance stated in the Declarations or in the Separation Of Coverage endorsement as applicable to the Covered Property.

If no Limit of Insurance is shown for Utility Services, coverage under this endorsement is subject to the applicable Limit Of Insurance on the Covered Property as shown in the Declarations or in the Separation Of Coverage endorsement. But this Utility Services endorsement does not increase the applicable Limit of Insurance.

CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section G. Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

B. Exclusions

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

a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in (5)(a), (5)(b) and (5)(c), all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

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

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings; or

- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.**
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.**

d.(1) Wear and tear;

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

- (a) Dampness or dryness of atmosphere;
- (b) Changes in or extremes of temperature; or
- (c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
- (2) You drain the equipment and shut off the supply if the heat is not maintained;

h. Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
- (2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, k., does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage, Collapse; or
- (b) To collapse caused by one or more of the following:
 - (i) The "specified causes of loss";
 - (ii) Breakage of building glass;
 - (iii) Weight of rain that collects on a roof; or
 - (iv) Weight of people or personal property.

l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph B.1.a., Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
 - (a) Your cancelling the lease;
 - (b) The suspension, lapse or cancellation of any license; or
 - (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph B.1.a. Ordinance Or Law;
 - (b) Paragraph B.1.c. Governmental Action;
 - (c) Paragraph B.1.d. Nuclear Hazard;
 - (d) Paragraph B.1.e. Utility Services; and
 - (e) Paragraph B.1.f. War And Military Action.

- (2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property:

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

(1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or

(2) Business Income Coverage or Extra Expense Coverage.

e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:

(1) Dampness or dryness of atmosphere or of soil supporting the vegetation;

(2) Changes in or extremes of temperature;

(3) Disease;

(4) Frost or hail; or

(5) Rain, snow, ice or sleet.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

a. Animals, and then only if they are killed or their destruction is made necessary.

b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(1) Glass; or

(2) Containers of property held for sale.

c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

(1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):
- a. \$2,500 for furs, fur garments and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - c. \$2,500 for patterns, dies, molds and forms.
 - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:
- a. Results in discharge of any substance from an automatic fire protection system; or
 - b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in D.1. through D.7.

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (1) A cause of loss listed in 2.a. or 2.b.;
- (2) One or more of the "specified causes of loss";
- (3) Breakage of building glass;
- (4) Weight of people or personal property; or
- (5) Weight of rain that collects on a roof.

3. This Additional Coverage – Collapse does not apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

- b. Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools;
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in 2.a. through 2.d., we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in 2.a. through 2.d.;
 - b. The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in 4., regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph 5. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in D.1. through D.7.

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in E.2. and E.6. only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:
- a. A "specified cause of loss" other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under E.2. of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

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

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

- b. Loss or damage must be caused by or result from one of the following causes of loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
- (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension F.3. does not increase the Limit of Insurance.

G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means:
 - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in c.(1) or c.(2) of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

**COMMERCIAL GENERAL LIABILITY
B CG DS 01 10 01**

Issuing Company: Tri-State Insurance Company of Minnesota

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Policy No.: ADV 4357089 - 43
Previous Policy No.: 4357089-42

NAMED INSURED AND ADDRESS	AGENCY NAME AND ADDRESS	06393
M B S LLC DBA Old Venice 1020 N Gloster St #110 Tupelo, MS 38804-1202	(662) 842-1321 Renasant Insurance, Inc. 315 West Main Street Tupelo, MS 38802	

POLICY PERIOD

Policy Period: From 10/01/2019 to 10/01/2020 at 12:01 A.M. Standard Time at your mailing address shown above.

Form of Business:

Individual____ Partnership____ Joint Venture____ Trust____ Limited Liability Company__X__
Organization, including a corporation (but not including a partnership, joint venture or limited liability company)_____

TOTAL ADVANCE PREMIUM	\$ 3,789
------------------------------	-----------------

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 1,000,000	
Damage to Premises Rented to You Limit	\$ 300,000	Any One Premises
Medical Expense Limit	\$ 10,000	Any One Person
Hired/Non-Owned Auto Limit	\$	
Personal & Advertising Injury Limit	\$ 1,000,000	Any One Person or Organization
General Aggregate Limit	\$ 2,000,000	
(Other Than Products-Completed Operations)		
Products-Completed Operations Aggregate Limit	\$ 2,000,000	

Location of All Premises You Own, Rent or Occupy:

See attached "Schedule of Locations"

Policy No.: ADV 4357089 - 43

CLASSIFICATION & PREMIUM

The Premium & Classifications are subject to change by audit. Audit period: ANNUALLY

Classification	Code No.	Premium Base	Rate		Advance Premium		Other
			Prem/ Ops	Prod/ Comp Ops	Prem/ Ops	Prod/ Comp Ops	
Mississippi							
Location #1							
Restaurants - Family Style (w/table service) - American - with sales of alcoholic beverages that are less than 30% of the annual receipts of the restaurant	16910	\$1,300,000 Gross Sales	2.757	.108	\$3,584	\$140	
Premium for Endorsements							\$50
Premium for Terrorism							\$15
Total Advance Premium						\$3,789	

FORMS ATTACHED TO THIS POLICY*See attached "Schedule of Forms and Endorsements"*

COMMERCIAL GENERAL LIABILITY
B CG DS 03 07 98

Issuing Company: Tri-State Insurance Company of Minnesota

LIQUOR LIABILITY DECLARATIONS

Policy No.: ADV 4357089 - 43
Previous Policy No.: 4357089-42

NAMED INSURED AND ADDRESS	AGENCY NAME AND ADDRESS	06393
M B S LLC DBA Old Venice 1020 N Gloster St #110 Tupelo, MS 38804-1202	(662) 842-1321 Renasant Insurance, Inc. 315 West Main Street Tupelo, MS 38802	

POLICY PERIOD

Policy Period: From 10/01/2019 to 10/01/2020 at 12:01 A.M. Standard Time at your mailing address shown above.

TOTAL ADVANCE PREMIUM **\$ 2,450**

LIMITS OF INSURANCE

Each Common Cause Limit.....\$ 1,000,000
Aggregate Limit..... \$ 2,000,000

Location of All Premises You Own, Rent or Occupy:

See Schedule of Locations

Policy No.: ADV 4357089 - 43

CLASSIFICATION & PREMIUM

The Premium & Classifications are subject to change by audit. Audit period: ANNUALLY

Classification	Code No.	Premium Base	Rate	Advance Premium	Other
Mississippi					
Location #1					
Restaurants, Taverns, Hotels, Motels, including package sales	58161	\$300,000 Gross Sales	8.165	\$2,450	
Total Advance Premium				\$2,450	

FORMS ATTACHED TO THIS POLICY

See attached Schedule of Forms and Endorsements

COMMERCIAL GENERAL LIABILITY
CL CG FS 01 09 08

Policy Number: **ADV 4357089 - 43**

SCHEDULE OF FORMS AND ENDORSEMENTS

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

Commercial General Liability

<u>State*</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
ALL	B CG DS 01	10-2001	Commercial General Liability Declarations
ALL	B CG DS 03	07-1998	Liquor Liability Declarations
ALL	CL CG FS 01	09-2008	Schedule of Forms and Endorsements
ALL	CG 00 01	04-2013	Commercial General Liability Coverage Form
ALL	CG 00 33	04-2013	Liquor Liability Coverage Form
ALL	CG 21 06	05-2014	Exclusion - Access or Disclosure of Confidential Or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
ALL	CG 21 47	12-2007	Employment Related Practices Exclusion
ALL	CG 21 67	12-2004	Fungi Or Bacteria Exclusion
ALL	CG 21 71	01-2015	Exclusion of Other Acts of Terrorism Committed Outside The United States; Cap on Losses From Certified Acts of Terrorism
ALL	CG 21 76	01-2015	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
ALL	CG 21 96	03-2005	Silica Or Silica - Related Dust Exclusion
ALL	CG 24 07	01-1996	Products/Completed Operations Hazard Redefined
ALL	CL CG 01 14	09-2016	Primary and Noncontributory - Other Insurance Condition (Additional Insured)
ALL	CL CG 04 74	09-2016	Advantage Restaurant General Liability Endorsement
ALL	CL CG 04 92	10-2018	General Liability Ultra Plus Endorsement
ALL	CL CG 21 08	11-2010	Asbestos Exclusion
ALL	CL CG 21 45	11-2010	Exclusion - Lead Exclusion
ALL	CL CG 21 74	09-2012	Non-Cumulation of Liability of Each Occurrence Limit and Personal and Advertising Injury Limit
ALL	CL CG 24 01	09-2016	Bodily Injury Redefined

**When the word "ALL" appears in the state column, the form applies to all states on the policy.*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES**COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

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

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

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

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

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

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

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

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

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

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

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

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

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

17. "Property damage" means:

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

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

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

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

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

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

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

21. "Your product":

a. Means:

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

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

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

b. Includes:

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

COMMERCIAL GENERAL LIABILITY
CG 00 33 04 13

LIQUOR LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – LIQUOR LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "injury" only if:

- (1) The "injury" occurs during the policy period in the "coverage territory"; and

- (2) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.

d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:

- (1) Reports all, or any part, of the "injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
- (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the Insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "injury".

d. Liquor License Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

g. War

"Injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b) above.
 - (2) "Property damage" to property:
 - (a) Owned or occupied by; or
 - (b) Rented or loaned;
to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- ### SECTION III – LIMITS OF INSURANCE
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
 3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.
- The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
- ### SECTION IV – LIQUOR LIABILITY CONDITIONS
1. **Bankruptcy**
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Injury, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "injury" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury".

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

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

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

SECTION V – DEFINITIONS

- 1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 2. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph a. above; or

- c. All other parts of the world if the "injury" arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- 3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 4. "Executive officer", means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.
- 6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 7. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
- 8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

10. "Your product":

a. Means:

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

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

- Access Or Disclosure Of Confidential Or Personal Information**

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

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

COMMERCIAL GENERAL LIABILITY
CG 21 47 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

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

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

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

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

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

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

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

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

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

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

B. The following definitions are added:

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

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - 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 Coverage Part.
 - D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COMMERCIAL GENERAL LIABILITY
CG 21 76 01 15

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:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM 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 Coverage Part.**

COMMERCIAL GENERAL LIABILITY
CG 21 96 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the **Definitions** Section:
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

COMMERCIAL GENERAL LIABILITY
CG 24 07 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Description of Premises and Operations:

Restaurants - Family Style (w/table service) - American - with sales of alcoholic beverages that are less than 30% of the annual receipts of the restaurant

3117 McCullough Blvd, Tupelo, MS 38826-1202

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

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph a. of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION
(ADDITIONAL INSURED)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph (v) is added to Paragraph (1)(a) of Paragraph b. **Excess Insurance** under Paragraph 4. **Other Insurance** of **Section IV – Commercial General Liability Conditions**, as follows:

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(v) That is available to any person or organization who has been added as an additional insured to this policy by endorsement.

However, with respect to an additional insured added by endorsement for liability caused, in whole or in part:

1. By your acts or omissions, or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations; or

(b) In connection with your premises;

2. By your maintenance, operation or use of equipment leased to you by such person or organization; or

3. By "your work" performed for that additional insured and included in the "products-completed operations hazard";

this insurance shall be primary to and will not seek contribution from the additional insured's own insurance if you and such additional insured have agreed prior to loss in a written contract or written agreement, in effect during this policy period, that this insurance be primary and noncontributory as respects liability described in Subparagraph (1)(a)(v)1., (1)(a)(v)2. or (1)(a)(v)3. above. However, this insurance, in all cases, is excess over any other liability insurance available to the additional insured to which such person or organization has been added as an additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE RESTAURANT GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. ADDITIONAL INSURED – GRANTOR OF FRANCHISE

1. **Section II – Who Is An Insured** is amended to include as an insured any person(s) or organization(s) that grants a franchise to you when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on your policy, provided that:

a. The written contract or written agreement is:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Fully executed by you and the additional insured prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.

2. Such person(s) or organization(s) is an insured only with respect to their liability as grantor of a franchise to you.

3. With respect to the insurance afforded to such additional insured(s) each of the following additional provisions apply:

a. The insurance afforded to such additional insured(s) only applies to the extent permitted by law.

b. The insurance afforded to such additional insured(s) will not be broader than that which you are required to provide by the written contract or written agreement.

c. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract or written agreement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

B. GENERAL AGGREGATE LIMIT AMENDMENT

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed to the insured's operations at a single "location":

a. A separate Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

- b. The Location General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location".
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to operations at a single "location":
 - a. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any Location General Aggregate Limit.
 3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Location General Aggregate Limit.
 4. For the purposes of this endorsement, the following definition is added to **Section V – Definitions**:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
 5. The provisions of **Section III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

**COMMERCIAL GENERAL LIABILITY
CL CG 04 92 10 18**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits	
	1. Bail Bonds	\$ 3,000
	2. Loss Of Earnings	\$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSURED

1. **Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed

in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- a. The written contract or written agreement is:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Fully executed by you and the additional insured prior to the "bodily

injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

- (a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and
- (b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph (a) above.
- (c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (i) Your acts or omissions; or
 - (ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

- (d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- (ii) "Bodily injury" or "property damage" occurring after:

- (1.1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (1.2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written

contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

(a) This insurance applies only with respect to:

- (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

- (ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

- (a) Any person(s) or organization(s) (referred to as vendor); but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- (ii) Any express warranty unauthorized by you;

- (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

- (1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

in the usual course of business, in connection with the distribution or sale of the products.

- (b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.
2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:
- a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:
- (1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or
- (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.
- b. The insurance afforded to such additional insured only applies to the extent permitted by law.
- c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.
3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:
- The most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the written contract or written agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company; or
- (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (i) How, when and where the "occurrence" or offense took place;
- (ii) The names and addresses of any injured persons and witnesses; and
- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**

2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to

you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance,** to the Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:
 - a. Majority interest of more than 50% if you are a corporation;
 - b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;
- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or

- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph 4.b. of **Section IV – Commercial General Liability Conditions.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. The following is added to Paragraph 2. Exclusions of both **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and **Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to:

Asbestos

- a. "Bodily injury", "property damage", "personal and advertising injury" or "reduction in value" related, in whole or in part, to the actual, alleged, or threatened presence of, or exposure to "asbestos" in any form, or to harmful substances emanating from "asbestos". This includes ingestion of, inhalation of, absorption of, contact with, existence of, presence of, or exposure to, "asbestos". Such injury from or exposure to "asbestos" also includes, but is not limited to:

1. The existence, installation, storage, handling or transportation of "asbestos";
2. The removal, abatement or containment of "asbestos" from any structures, materials, goods, products, or manufacturing process;
3. The disposal of "asbestos";
4. Any structures, manufacturing processes, or products containing "asbestos";
5. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or
6. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.

Such injury or damage is excluded regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- b. Any loss, cost or expense, including, but not limited to payment for investigation or defense, fines, penalties and other costs or expenses, arising, in whole or in part, out of:

1. Any claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "asbestos"; or
2. The testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "asbestos" by any insured or by any other person or entity; or
3. Any claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "asbestos".

This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "asbestos".

- B. The following exclusion is added to Paragraph 2., Exclusions, of **Coverage C Medical Payments**:

We will not pay expenses for "bodily injury":

Asbestos

Due to the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of, "asbestos" in any form.

- C. The following definitions are added to the **Definitions** Section:

1. "Asbestos" means any type or form of asbestos, asbestos fibers, asbestos products, or asbestos materials, including any products, goods, or materials containing asbestos or asbestos fibers, products or materials and any gases, vapors, scents or by-products produced or released by asbestos.
2. "Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

Lead

1. "Bodily injury", "property damage", "personal and advertising injury", or "reduction-in-value" arising out of the actual, alleged, or threatened presence of, or exposure to, "lead", or to harmful substances emanating from "lead". This includes ingestion of, inhalation of, absorption of, contact with, existence of, or presence of, or exposure to "lead". Such injury or damage from, or exposure to, "lead" also includes, but is not limited to:
 - a. The existence, installation, storage, handling or transportation of "lead";
 - b. The removal, abatement or containment of "lead" from any structures, materials, goods, products or manufacturing processes;
 - c. The disposal of "lead";
 - d. Any structures, manufacturing processes or products containing "lead";
 - e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or
 - f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the above.
2. Any loss, cost or expense, including, but not limited to, payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:

- a. Demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "lead"; or
- b. Testing for, monitoring, cleaning up, removing, containing, mitigating, or disposing of, or in any way responding to or assessing the actual, alleged or threatened effects of, "lead" by any insured or by any other person or entity; or
- c. Claim, "suit", demand, judgment, obligation, order, or request to investigate, which would not have occurred, in whole or in part, but for the actual, alleged or threatened presence of or exposure to "lead".

This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "lead".

B. Additional Definitions:

As used in this endorsement:

1. "Lead" means lead in any type or form; paint containing lead; other products, goods or materials containing lead or lead products; and any harmful substances, scents, vapors, gases or by-products produced by, emanating from, or released by lead.
2. "Reduction-in-value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

COMMERCIAL GENERAL LIABILITY
CL CG 21 74 09 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CUMULATION OF LIABILITY OF EACH OCCURRENCE LIMIT AND PERSONAL AND ADVERTISING INJURY LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to Paragraph 4. of **SECTION III - LIMITS OF INSURANCE:**

If "personal and advertising injury" is sustained by any one person or organization to which this policy applies and to which one or more prior and/or future commercial general liability policy(ies)/coverage part(s) issued to you by us or any "affiliate" also applies, then this policy's/coverage part's Personal and Advertising Injury Limit will be reduced by the amount of each payment made by us and/or any "affiliate" under such other policy(ies)/coverage part(s) because of such "personal and advertising injury".

2. The following is added to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE:**

If one "occurrence" causes "bodily injury" and/or "property damage" during this policy period and during the policy period of one or more prior and/or future commercial general liability policy(ies)/coverage part(s) issued to you by us or any "affiliate", then this policy's/coverage part's Each Occurrence Limit will be reduced by the amount of each payment made by us and/or any "affiliate" under such other policy(ies)/coverage part(s) because of such "occurrence".

3. The final paragraph of **SECTION III - LIMITS OF INSURANCE** is replaced with the following:

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, regardless of the length of the policy period or number of consecutive annual periods, the Each Occurrence Limit is the most we will pay for the sum of damages and medical expenses because of all "bodily injury" and "property damage" arising out of any one "occurrence" and the Personal and Advertising Injury Limit is the most we will pay for all damages sustained by any one person or organization because of "personal and advertising injury".

4. As used in this endorsement:

"Affiliate" means any insurer owning, owned by, controlling, controlled by, or under common ownership or control with, us at any time.

COMMERCIAL GENERAL LIABILITY
CL CG 24 01 09 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BODILY INJURY REDEFINED

This endorsement modifies insurance provided under the following:

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

The definition of "bodily injury" in the **Definitions** section is replaced by the following:

"Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

COMMERCIAL AUTO
B CA DS 03 06 15

Issuing Company: Tri-State Insurance Company of Minnesota

BUSINESS AUTO DECLARATIONSPolicy No.: ADV 4357089 - 43
Previous Policy No.: 4357089-42**ITEM ONE**

NAMED INSURED AND ADDRESS	AGENCY NAME AND ADDRESS	06393
M B S LLC DBA Old Venice 1020 N Gloster St #110 Tupelo, MS 38804-1202	(662) 842-1321 Renasant Insurance, Inc. 315 West Main Street Tupelo, MS 38802	

POLICY PERIOD

The Policy Period is from 10/01/2019 to 10/01/2020 12:01 A.M. Standard Time at your Mailing Address shown above.

Form of Business: Limited Liability Company

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

Premium Shown Is Payable At Inception \$ 307.00**Audit Period (If Applicable):****Endorsements Attached To This Policy:***See attached "Schedule of Forms and Endorsements"***Countersignature Of Authorized Representative****Name:****Title:****Signature:****Date:****Note:** Officer's facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

Policy No.: ADV 4357089 - 43

ITEM TWO

Schedule Of Coverages And Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages & Limits	Covered Autos	Premium
Covered Autos Liability Limit = \$1,000,000	8, 9	\$ 257.00
Personal Injury Protection (Or Equivalent No-Fault Coverage) Limit = Separately Stated In Each PIP Endorsement Minus \$ <i>Item Three Schedule</i> Deductible.		\$
Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage) Limit = Separately Stated In Each Added PIP Endorsement		\$
Property Protection Insurance (Michigan Only) Deductible =		\$
Auto Medical Payments Limit = \$ Each Insured		\$
Medical Expense And income Loss Benefits (Virginia Only) Limit = Separately Stated In Each Medical Expense And Income Loss Benefits Endorsement		\$
Uninsured Motorists Limit =		\$
Underinsured Motorists (When not Included In Uninsured Motorists Coverage) Limit =		\$
Supplementary Uninsured Motorists (New York Only) Limit = The maximum amount payable under SUM Coverage shall be the policy's SUM limits reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident as specified in the SUM endorsement.		\$
Physical Damage Comprehensive Coverage Limit = Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ <i>Item Three Schedule</i> Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. See Item Four For Hired Or Borrowed Autos	8	\$ 50
Physical Damage Specified Causes Of Loss Coverage Limit = Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ <i>Item Three Schedule</i> Deductible For Each Covered Auto, For Loss Caused By Mischief Or Vandalism. See Item Four For Hired Or Borrowed Autos		\$
Physical Damage Collision Coverage Limit = Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ <i>Item Three Schedule</i> Deductible For Each Covered Auto. See Item Four For Hired Or Borrowed Autos		\$
Physical Damage Towing and Labor Limit = \$ <i>Item Three Schedule</i> For Each Disablement of a Private Passenger Auto.		\$
	Premium For Endorsements	\$ 0
	Estimated Total Premium*	\$ 307.00

*This Policy May Be Subject to Final Audit.

Policy No.: ADV 4357089 - 43

ITEM THREE - Schedule Of Covered Autos You Own
 (Absence of a limit or deductible in a column for that vehicle means that the coverage does not apply)

Veh No.	DESCRIPTION			Original Cost New	Stated Amount
	Year	Model	VIN Number		

COVERAGES						
Veh No.	Covered Autos Liability Limits	Personal Injury Protection		Property Protection Insurance (Michigan Only)	Auto Med Payments Limits	Medical Expense & Income Loss (VA Only)
		Ded	Add'l PIP			

PREMIUMS								
Veh No.	Covered Autos Liability Limits	Basic PIP	Add'l PIP	Property Protection Insurance (Michigan Only)	MCCA	ATPA	Auto Med Pay	Med Exp & Inc Loss (VA Only)

Veh No.	PHYSICAL DAMAGE COVERAGE				PHYSICAL DAMAGE PREMIUMS				
	Deductibles				Comp	Specified Causes Of Loss	Coll	Towing & Labor	Total Premium
	Comp	Specified Causes Of Loss	Coll	Towing & Labor Limit					

Policy No.: ADV 4357089 - 43

ITEM THREE - Schedule Of Covered Autos You Own (Continued)

SCHEDULE OF LOSS PAYEES

**Veh No. Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee
Named Below According To Their Interests In The Auto At The Time Of The Loss**

Policy No.: ADV 4357089 - 43

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums

Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	Estimated Annual Cost Of Hire For All States		Premium
Primary Coverage			
Excess Coverage			
Total Hired Auto Premiums:			
For "autos" used in your motor carrier operations, cost of hire means: 1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein; 2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether with a driver by lessor or an "employee" of the lessee, or any other third party; and 3. The total dollar amount of any other costs (e.g., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.			
Covered Autos Liability Coverage - Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Premium
Primary Coverage			
Excess Coverage	MS	1	\$97MP
Total Hired Auto Premiums:			\$97
For "auto" NOT used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.			

Policy No.: ADV 4357089 - 43

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Continued)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment - Other Than Physical Damage Coverages					
Coverage	State	Estimated Annual Cost Of Hire For Each State		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability - Primary					
Covered Autos Liability - Excess					
Personal Injury Protection					
Extraordinary Medical Benefits					
Auto Medical Payments					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Total Hired Auto Premiums:					
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					

Rental Period Rating Basis - For Mobile Or Farm Equipment					
Coverage	Town And State Where The Job Site Is Located	Estimated Number Of Days Equipment Will Be Rented		Premium	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability - Primary					
Covered Autos Liability - Excess					
Personal Injury Protection					
Medical Expenses Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
Total Hired Auto Premiums:					

Policy No.: ADV 4357089 - 43

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Continued)

Physical Damage Coverage

Physical Damage Coverages - Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)				
Coverage	State	Limit Of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)	Premium
Comprehensive	MS	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 250 Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$1	\$50MP
Specified Causes Of Loss	MS	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism		
Collision	MS	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto		
Total Hired Auto Premiums:				\$50
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

Policy No.: ADV 4357089 - 43

ITEM FOUR

Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Continued)

Physical Damage Coverage

Cost Of Hire Rating Basis For Mobile Or Farm Equipment - Physical Damage Coverages						
Coverage	State	Limit of Insurance	Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)		Premium	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Comprehensive		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning				
Specified Causes Of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism				
Collision		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto				
Total Hired Auto Premiums:						
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.						

Policy No.: ADV 4357089 - 43

ITEM FIVE

Schedule For Non-ownership Covered Autos Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees	20	\$160
	Number Of Partners (Active And Inactive)		\$
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		\$
	Number Of Partners (Active And Inactive)		\$
Social Service Agencies	Number Of Employees		\$
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		\$
	Number Of Partners (Active And Inactive)		

Total Non-ownership Covered Autos Liability Premiums:	\$ 160
--	---------------

ITEM SIX

Schedule For Gross Receipts Or Mileage Basis

Address Of Business Headquarters Location:			
Type Of Risk (Check One)	<input type="checkbox"/>	Public Autos	<input type="checkbox"/>
			Leasing Or Rental Concerns
Rating Basis (Check One)	<input type="checkbox"/>	Gross Receipts (Per \$100)	<input type="checkbox"/>
			Mileage (Per Mile)
Estimated Yearly (Gross Receipts Or Mileage):			
Premiums			
Covered Autos Liability		\$	
Personal Injury Protection		\$	
Added Personal Injury Protection		\$	
Auto Medical Payments		\$	
Medical Expense and Income Loss Benefits (VA Only)		\$	
Comprehensive		\$	
Specified Causes Of Loss		\$	
Collision		\$	
Towing and Labor		\$	

Policy No.: ADV 4357089 - 43

ITEM SIX

Schedule For Gross Receipts Or Mileage Basis (Continued)

When used as a premium basis:

FOR PUBLIC AUTOS

Gross Receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross Receipts does not include:

1. Amounts you pay to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

COMMERCIAL AUTO
CL CA FS 01 09 08

Policy Number: **ADV 4357089 - 43**

SCHEDULE OF FORMS AND ENDORSEMENTS

The following Declarations, Coverage Forms, Conditions, and Endorsements are applicable to:

Commercial Auto

<u>State*</u>	<u>Number</u>	<u>Edition</u>	<u>Description</u>
ALL	B CA DS 03	06-2015	Business Auto Declarations
ALL	CL CA FS 01	09-2008	Schedule of Forms and Endorsements
ALL	CA 00 01	10-2013	Business Auto Coverage Form
ALL	CA 23 45	11-2016	Public Or Livery Passenger Conveyance And On-Demand Delivery Services Exclusion
ALL	CA 23 84	10-2013	Exclusion Of Terrorism
ALL	CA 23 94	10-2013	Silica Or Silica-Related Dust Exclusion For Covered Autos Exposure
ALL	CL CA 01 08	02-2015	Asbestos Exclusion

**When the word "ALL" appears in the state column, the form applies to all states on the policy.*

COMMERCIAL AUTO
CA 00 01 10 13**BUSINESS AUTO COVERAGE FORM**

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
-----------	--	---

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
 - (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

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

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss"; either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

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

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. 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
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";to which this insurance applies, are alleged.
"Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" 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 or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

COMMERCIAL AUTO
CA 23 45 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

The following exclusion is added:

Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

B. Changes In Physical Damage Coverage

The following exclusion is added:

We will not pay for "loss" to any covered "autos" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

C. Changes In Auto Medical Payments

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

Public Or Livery Passenger Conveyance and On-demand Delivery Services

This insurance does not apply to:

"Bodily Injury" sustained by an "insured" "occupying" a covered "auto" while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

D. Changes In Uninsured And/Or Underinsured Motorists Coverage

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:

- a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
- b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

2. Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

E. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:

- a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
- b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

2. Public Or Livery Passenger Conveyance And On-demand Delivery Services

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

F. Additional Definitions

As used in this endorsement:

1. "Delivery network platform" means an online-enabled application or digital network, used to connect customers:
 - a. With drivers; or
 - b. With local vendors using drivers;for the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".
2. "Delivery services" includes courier services.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

COMMERCIAL AUTO
CA 23 84 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following apply:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage - Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. 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
6. 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.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. 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.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

COMMERCIAL AUTO
CA 23 94 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following exclusion is added to Covered Autos Liability Coverage:

Silica Or Silica-related Dust Exclusion For Covered Autos Exposure

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

B. Additional Definitions

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

COMMERCIAL AUTO
CL CA 01 08 02 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. The following exclusion is added to Covered Autos Liability Coverage:

given or which should have been given in connection with the above.

This insurance does not apply to:

Asbestos

1. "Bodily injury", "property damage", or "diminution in value" related to the actual, alleged, or threatened presence of, or exposure to "asbestos" in any form, or to harmful substances emanating from "asbestos". This includes the ingestion of, inhalation of, absorption of, contact with, existence of, presence of, or exposure to, "asbestos". Such injury from or exposure to "asbestos" also includes, but is not limited to:

- a. The existence, installation, storage, handling or transportation of "asbestos";
- b. The removal, abatement or containment of "asbestos" from any structures, materials, goods, products, or manufacturing process;
- c. The disposal of "asbestos";
- d. Any structures, manufacturing processes, or products containing "asbestos";
- e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or
- f. Any supervision, instructions, recommendations, warnings or advice

2. Any loss, cost or expense, including, but not limited to payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:

- a. Claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "asbestos", or
- b. Claim, "suit", demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from "asbestos" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "asbestos" by any insured or by any other person or entity; or
- c. Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "asbestos".

This exclusion applies regardless of who manufactured, produced, installed, transported, used, owned, sold, distributed, handled, stored or controlled the "asbestos".

B. The following definition is added to the **Definitions** Section:

"Asbestos" means any type or form of asbestos, asbestos fibers, asbestos products, or asbestos materials, including any products, goods, or materials containing asbestos or asbestos fibers, products or materials and any gases, vapors, scents or by-products produced or released by asbestos.

EXECUTIVE ORDER 20-004

Based on current national and state information and guidance, study of actions taken by other cities in this State and nationally, and consultation and advice of the City Council, staff and community stakeholders, the following Executive Order further defines the Emergency Proclamation issued by the City of Tupelo on March 17, 2020:

All businesses in the City of Tupelo shall be allowed to erect tents, banners, and take any other reasonable steps necessary to offer curbside, carry-out, to-go, or other such services to adhere to the necessities of the emergency situation created by the novel COVID-19 virus;

All grocery stores and large retail facilities shall adhere to CDC requirements including, but not limited to, social distancing; all employees shall wear latex gloves;

All restaurants located within the City of Tupelo shall limit in house dining to the lesser of 50% of their certificate of occupancy/fire marshal limitations or twenty (20) people at one time and shall adhere to the six (6) foot social distancing recommendation of the CDC;

Restaurants that cannot adhere to the above requirements shall only utilize curbside, carry-out, to-go, or other such services;

Beginning Monday, March 23, 2020 at 6:00 a.m., all restaurants shall utilize only curbside, carry-out, to-go, or other such services;

Restaurants shall be allowed to utilize public sidewalks and one (1) public parking space on a public street, if necessary, to facilitate offer curbside, carry-out, to-go, or other such services; further, all restaurants shall close at 9:00 p.m. from now until Wednesday, April 1, 2020;

Restaurants shall adhere to all other Health Department guidelines and specific recommendations of the CDC pertaining to the COVID-19 virus;

In all operations restaurant employees shall wear latex gloves;

All gas stations, package stores, and small retail businesses shall not allow more than ten (10) customers inside said facilities at any one time and all employees shall wear latex gloves;

All activities in public parks in the City of Tupelo shall be limited by the social distancing requirements of the CDC and the playground facilities in said parks shall be and hereby are closed until further notice;

All recreational entertainment facilities (i.e. skating rinks, bowling alleys, arcades, etc.) shall by Friday, March 20, 2020 at 5:00 p.m. cease operations until Wednesday, April 1, 2020. That movie theaters are not addressed by this Order as local movie theaters have voluntarily ceased operations;



TIME FILED
MAY 24 2020
[Signature]

The City of Tupelo is awaiting direction from state and/or federal officials regarding safety restrictions regarding major employers located within our city and I strongly urge our state and/or federal officials to take decisive action immediately; until such guidance is received major employers are urged to conduct appropriate risk assessments for their operations.

If no uniform state or federal action is taken prior to 10:00 a.m. Monday, March 23, 2020 the operations of Day Care facilities will be addressed by Executive Order at that time;

The City of Tupelo strongly urges and requests that the State of Mississippi allow all medical facilities, including specialty clinics, to operate by telemedicine, including, but not limited to, patient consultations and issuance of prescription medications;

That all directives in this proclamation shall be revisited Monday, March 23, 2020 at 10:00 a.m. and are subject to being amended by any applicable state or federal proclamation, rule, or regulation. We look forward to receiving uniform statewide action which would better apply to all cities and counties located in the State of Mississippi;

So ordered, this the 19th day of March, 2020.


Jason L. Shelton, Mayor

ATTEST:


Kim Hanna, CFO/City Clerk

CITY OF TUPELO, MISSISSIPPI
EXECUTIVE ORDER 2020-005

Based on current national and state information and guidance, study of actions taken by other cities in this State and nationally, and consultation and advice of the City Council, staff and community stakeholders, the following Executive Order further defines and amends the Emergency Proclamation issued by the City of Tupelo on March 19, 2020:

Restaurants

Beginning March 21, 2020 at 12:01 p.m. until this Executive Order is amended or suspended, all restaurants shall suspend in-restaurant dining (dining rooms) and shall utilize only curbside to go, drive through or delivery; and

Restaurants that cannot provide curbside to go, drive through or delivery shall cease public service until those services can be provided or until this Executive Order is amended or suspended; and

Restaurants shall be allowed to utilize public sidewalks and one (1) public parking space on a public street, if necessary, to facilitate offer curbside to go, drive through or delivery; and

If adhering to these requirements; all restaurants may operate their normal business hours; and

Restaurants shall adhere to all other Health Department guidelines and specific recommendations of the CDC pertaining to the COVID-19 virus, including the wearing of personal protective equipment and apparel (e.g. gloves).

NOTE: The City of Tupelo has limited authority to regulate the times of sale and the places of consumption of beer. City of Tupelo Ordinance makes no legal distinction between restaurants and "bars". A "bar" must meet the requirements of being a restaurant and hold a restaurant permit.

NOTE: The Mississippi Alcoholic Beverage Commission (ABC) regulates the sale and consumption of wine and liquor in restaurants.



Previously, Alcoholic Beverage Commission (ABC) regulations allowed restaurant customers to remove one bottle of wine from a permitted business when the bottle was partially consumed during the course of a meal, the permittee securely reseals the bottle for the customer, places the bottle in a sealed bag and the restaurant provides the customer with a receipt showing that a meal was also purchased. This is commonly referred to as a "doggie bag".

As restaurants are either limiting sit down meals or can no longer offer sit down meals as a result of the Covid-19 pandemic, the ABC now allows permitted restaurants to offer the "doggie bag" option for to-go orders until April 30, 2020. This provision covers the sale of a single, sealed bottle of wine that is sold WITH a to-go order. The same rules apply in reference to the sealed bag and the receipt showing the purchase of a meal and in locations where "doggie bags" are allowed. To-go sales of mixed drinks are strictly prohibited.

Liquor Stores

The ABC has now allowed package store permittees to offer curb side delivery until April 30, 2020.

NOTE: The Mississippi Alcoholic Beverage Commission (ABC) regulates the sale of wine and liquor at permitted package retailers (liquor stores).

That all previous directives, guidelines and recommendations of previous executive orders not amended or conflicting with this executive order shall remain in effect until amended or suspended. These directives, guidelines and recommendations are also subject to being amended or superseded by any applicable state or federal proclamation, order, rule, or regulation.

This the 20th day of March, 2020.


Jason L. Shelton, Mayor

Attest:


Kim Hanna, City Clerk



CITY OF TUPELO, MISSISSIPPI
EXECUTIVE ORDER 2020-008

Based on guidance from the U.S. Department of Homeland Security, the following Executive Order further defines and amends the previous Emergency Proclamation issued by the City of Tupelo pertaining to COVID-19:

**IDENTIFICATION OF ESSENTIAL CRITICAL INFRASTRUCTURE
SECTORS AND WORKERS DURING COVID-19 RESPONSE AND
TEMPORARY CLOSURE OF NON-ESSENTIAL BUSINESSES**

The City of Tupelo, Mississippi identifies the critical infrastructure sectors and the essential workers needed to maintain the services and functions in our citizens depend on daily and that need to be able to operate resiliently during the COVID-19 pandemic response. These sectors and workers have been identified in the attached documents.

Additionally, if not already deemed essential in the above list, the following businesses are also deemed essential:

- Construction or repair of commercial, residential, public works buildings and projects
- Building supplies and hardware stores
- Businesses in the supply chain for essential businesses
- Professional services which serve said companies
- Convenience stores and discount stores
- Daycare centers
- Gas stations and auto-repair shops
- Post offices and shipping businesses
- Veterinary clinics and pet stores
- Farmers' markets and food banks
- Businesses that provide necessities to shelters and economically disadvantaged people

FILED
TIME _____ AM/PM
MAY 22 2020
J.P. [Signature] D.C.



Educational institutions, for the purposes of facilitating distance learning
Food processing--Agriculture Feed mills, Warehousing, storage, and
distribution.

All essential businesses are reminded to follow all federal state and local
guidelines, proclamations, ordinances and orders related to COVID-19 response in
their operations. Essential businesses are encouraged to telework when and where
possible.

Businesses not listed as essential shall close from 12:01 a.m. March 22, 2020
until 12:01 a.m. March 29, 2020, *unless they can comply with CDC and MSDH
guidelines and not be open to the general public other than by curbside to go,
drive through, telework from home, or similar means where spread of the COVID-
19 virus can be minimized and prevented.* Examples of non-essential businesses
include primarily personal care and leisure services that you can put off in the
interest of the greater public health follow:

Theaters
Gyms and recreation centers
Barbers, beauty salons, nail salons and day spas
Museums
Shopping malls other than essential businesses otherwise deemed essential
Bowling alleys
Sporting and concert venues

Any business may seek exemption by separate order of the Mayor or a
majority of Tupelo City Council upon good cause shown.

These lists of classifications are not exhaustive and may evolve as this fluid
state of emergency continues.

This the 20th day of March, 2020.



Jason L. Shelton, Mayor

Attest: .



Kim Hanna, City Clerk



CITY OF TUPELO, MISSISSIPPI
EXECUTIVE ORDER 2020-009

Based on CDC guidance, the following Executive Order further defines and amends the Emergency Proclamation issued by the City of Tupelo on March 17, 2020:

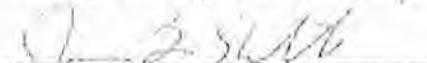
Shelter-in-Place

Due to the unique challenges presented by the COVID-19 pandemic, beginning at 12:00 am on March 21st and running through 11:59 pm on March 28th, there shall be a shelter-in-place mandate in the City of Tupelo.

For the purposes of this order, "shelter-in-place" shall mean that all persons in the City of Tupelo should remain in their residences to avoid being exposed to the virus, and refrain from any travel within the City of Tupelo except for travel to and from those workplaces and businesses deemed essential and any travel for self-care or family-care.

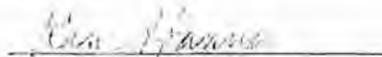
For the purposes of this order, "essential businesses" is defined in Executive Order 2020-008.

This the 21st day of March, 2020.



Jason L. Shelton, Mayor

Attest:



Kim Hanna, City Clerk

FILED
TIME _____ AM/PM

MAY 23 2020

CITY CLERK



STATE OF MISSISSIPPI

Office of the Governor



EXECUTIVE ORDER NO. 1463

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. § 33-15-11(b)(17), I issued a Proclamation declaring that a State of Emergency exists in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic, and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and Mississippi significantly impact the life and health of our people, as well as the economy of Mississippi; and

WHEREAS, the risk of spread of COVID-19 within Mississippi constitutes a public emergency that may result in substantial injury or harm to life, health, and property within Mississippi; and

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first presumptive case of COVID-19 in Mississippi and as of March 24, 2020, there are 320 presumptive and confirmed cases in Mississippi that have tested positive for COVID-19; and

WHEREAS, the Centers for Disease Control (CDC) guidance for responding to COVID-19 recommends avoiding crowds as much as possible, especially for older adults and individuals with serious chronic medical conditions and Mississippi State Department of Health has recommended avoiding social gatherings where 10 people or more may come into close contact; and

WHEREAS, the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the CDC on March 16, 2020, called upon Americans to slow the spread of COVID-19 over a 15 day period by avoiding social gatherings in groups of more than 10 people, using drive-thru, pickup, or delivery options at restaurants and bars, and avoiding visitation at nursing homes, among other steps; and

WHEREAS, on March 20, 2020, the Mississippi State Department of Health issued a COVID-19 Update recommending that all restaurants and bars suspend dine-in service in order to help slow the spread of COVID-19, but not including carryout or delivery orders; recommending that Mississippi residents not attend funerals, weddings, church services or other community or social events with expected attendance of more than 10 people, but not including gas stations, pharmacies, grocery stores, or food marts; and

WHEREAS, on March 16, 2020, in order to minimize risk of possible further transmission of COVID-19 and related measures, I issued Executive Order No. 1458 directing various governmental entities to review and identify which employees perform essential duties to carry out the entity's core functions during the State of Emergency and those employees whose duties that may not be essential during the State of Emergency. And, where feasible, for the entity to determine if core functions and duties could be performed by essential employees from home in order to minimize the interaction and risk of possible transmission of COVID-19 between employees; and

WHEREAS, the uninterrupted delivery of essential services and functions is vital to infrastructure viability, critical to maintain continuity of functions critical to public health and safety, as well as economic and national security, and is crucial to community resilience, continuity of essential functions and to promote the security and safety of Mississippi residents even as the nation limits human interaction and engages in social distancing; and



TIME FILED
MAY 23 2020
OFFICE OF THE GOVERNOR
MS

WHEREAS, there are segments of the workforce that deliver essential service and functions that are essential to maintaining continuity of operations of critical infrastructure including those identified in the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency (CISA)'s March 19, 2020, "Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response;" and

WHEREAS, the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency (CISA)'s guidance explains that "response efforts to the COVID-19 pandemic are locally executed, State managed, and federally supported," and that to the extent possible, "jurisdictions should align access and movement control policies related to critical infrastructure workers to lower the burden on workers crossing jurisdictional boundaries:"

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, by the authority vested in me by the Constitution and laws of the State of Mississippi, do hereby order and direct as follows:

1. That, in response to the COVID-19 emergency and in accordance with the Guidelines from the President, the CDC, and the Mississippi State Department of Health and pursuant to Miss. Code. Ann. § 33-15-11(c)(4):
 - a. From the date of this Executive Order until April 17, 2020, Mississippi residents shall avoid social and other non-essential gatherings in groups of more than 10 people where the gatherings in a single space at the same time where individuals are in close proximity to each other. This does not apply to normal operations of locations like airports, medical and healthcare facilities, retail shopping including grocery and department stores, offices, factories and other manufacturing facilities or any Essential Business or Operation as determined by and identified below.
 - b. From the date of this Executive Order until April 17, 2020, restaurants, bars, or other dining establishments shall suspend dine-in services unless able to reduce capacity to allow no more than 10 people to be gathered in a single space at the same time where individuals are in seated or otherwise in close proximity to each other. However, the use of drive-thru, carryout, or delivery options is allowed and highly encouraged.
 - c. From the date of this Executive Order until April 17, 2020, persons shall not visit hospitals, nursing homes and retirement or long-term care facilities unless to provide critical assistance, to visit residents receiving imminent end-of-life care, or as otherwise directed by the healthcare facility, provided in the professional opinion of the supervising physician or other supervising healthcare professional at such facility that such visits can be accomplished without unreasonable risk to staff or other residents of such facilities. In lieu of in-person visits, electronic visits are encouraged.
2. Consistent with Executive Order No. 1458 providing that essential employees of governmental entities should work from home to the extent feasible in order to minimize the interaction and risk of possible transmission of COVID-19 between employees, it is also recommended and encouraged that all Mississippi businesses and non-profit entities likewise utilize, to the maximum extent possible, work from home or other telework procedures.
3. That, in response to the COVID-19 emergency, to promote and secure the safety and protection of Mississippi residents, and in consideration of the orders, rules, requests and other actions of federal authorities, it is vital to maintaining continuity of operations of critical infrastructure that Essential Businesses or Operations providing essential services or functions remain open, operational and continue to provide uninterrupted essential services and functions during this COVID-19 State of Emergency. Accordingly:
 - a. Pursuant to Miss. Code. Ann. § 33-15-11(c)(4) and § 33-15-31 any Essential Business or Operation providing essential services or functions may operate at such level as necessary to provide such essential services or functions and shall not be subject to any 10 person gathering limitation or any other limitation or restriction

inconsistent with this Executive Order but shall take all reasonable measures to ensure compliance with the CDC and the Mississippi Department of Health recommendations and guidance to prevent the spread of COVID-19, including, but not limited to, social distancing, sending sick employees home and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms.

- b. Pursuant to Miss. Code. Ann. § 33-15-31(a), § 33-15-31(b), § 33-15-11(c)(1) & § 33-15-11(c)(4) any order, rule, regulation or action by any governing body, agency or political subdivision of the state that imposes any additional freedom of movement or social distancing limitations on Essential Business or Operation, restricts scope of services or hours of operation of any Essential Business or Operation, or which will or might in any way conflict with or impede the purpose of this Executive Order is suspended and unenforceable during this COVID-19 State of Emergency. However, nothing in this Executive Order shall in any way alter or modify the authority of the Mississippi Emergency Management Agency, the Mississippi Department of Public Safety or of the State Department of Health and the State Health Officer.
- c. For purposes of this Executive Order, the phrase "Essential Business or Operation" means:
- Essential Government functions including public safety and first responders, law enforcement, fire prevention and response, courts and court personnel, military, emergency management personnel, corrections, probation and parole, child protection, child welfare, EMTs, 911 call center employees, all workers and vendors that support law enforcement and emergency management operations and services;
 - Essential healthcare operations including hospitals/clinics, research and laboratory operations, nursing homes, residential health care facilities, congregate care facilities, assisted living facilities, elder care, medical wholesale and distribution, home health workers and aides, medical supply and equipment manufacturers and providers, medical waste disposal, hazardous waste disposal, other ancillary healthcare services;
 - Essential infrastructure including utilities including power generation, nuclear facilities, utility poles and components, fuel and transmission, petroleum producers, suppliers and distributors, supply chain companies, telecommunications, electronic security and life safety services, wireless communication, communications sales and customer support, telecommunication and data centers, cybersecurity operations, flood control, operation of dams, aviation, airports, ports, roads and highways, mass transit, automotive sales and repair, vehicle rental services, taxi and network providers (such as Uber and Lyft), freight and passenger rail, pipelines, transportation infrastructure, public water and waste water, hazardous waste disposal, hotels and commercial lodging services;
 - Manufacturing including food processing and production, pharmaceuticals, food additives, medical equipment, medical devices and supplies, technology, biotechnology, chemical products, telecommunications products, automotive production and suppliers, healthcare, energy, steel and steel products, fuel and petroleum exploration and production, lubricants, greases and engine oils, mining, national defense, sanitary and cleaning products, household products, personal care products, products used by any other Essential Business or Operation;
 - Agriculture and farms including food cultivation, livestock, cattle, poultry and seafood operations, livestock auctions, feedlots, dealers and brokers of livestock, livestock transporters, farmer's markets, feed stores, repair of agricultural equipment, gas, diesel and petroleum suppliers, aquaculture, horticulture, chemicals including pesticides, herbicides and fertilizer,

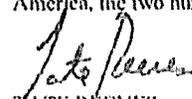
producers and distributors, forest products businesses, including those involved in forestry operations, logging, manufacture of lumber and paper products, meat processing facilities, rendering facilities and transporters, feed processing facilities, veterinary services;

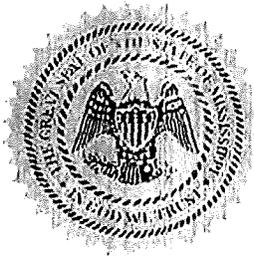
- Essential retail including all supermarkets, food and beverage stores, food providers, convenience stores, pharmacies, hardware and building materials, gas stations, restaurants or bars (but only to the extent that (1) not more than 10 people are gathered in such restaurants or bars in a single space at the same time where individuals are in seated or otherwise in close proximity to each other or (2) for curb side pick-up, carryout or delivery);
- Essential services including trash collection, mail and shipping services, home repair, automotive sales and repair, warehouse, distribution and fulfillment centers, laundromats/laundry service;
- Media including newspapers, digital news sites, television, radio and other media services;
- Education including educators supporting public and private K-12 schools, colleges and universities, educational institutions, for purposes of facilitating distance learning, performing critical research or other essential functions including public schools preparing and transporting free and reduced meals to eligible students within their respective districts (this Executive Order is consistent with and does not amend or supersede Executive Order No. 1460 regarding public schools);
- Financial services including banks and related financial institutions, insurance, payroll, accounting, processing financial transactions, services related to financial markets;
- Professional services including legal services, accounting services, insurance services, real estate services (including appraisal and title services);
- Providers of basic necessities to economically disadvantaged populations including businesses, religious and secular non-profit organizations, food banks, foster care, homeless shelters and congregate care facilities;
- Construction and construction related services including building and construction, lumber, building materials and hardware, electricians, plumbers, exterminators, cleaning and janitorial, HVAC/R and water heating industry, painting, moving and relocating services, other skilled trades, and other related construction firms and professionals for maintaining essential infrastructure;
- Essential services necessary to maintain the safety, sanitation and essential operations of residences and essential businesses and essential business operations, including law enforcement, fire prevention and response, firearm and ammunition manufacturers and retailers, building code enforcement, security, emergency management and response, building cleaning including disinfection, automotive sales and repair, mortuaries and cemeteries;
- Defense Industrial Base including employers and personnel who support the essential products and services required to meet national security commitments to the Federal Government and the U. S. Military, including personnel working for companies and their subcontractors, who perform under contract to the Department of Defense providing materials and services to the Department of Defense and government-owned/contractor-operated and government-owned/government-operated facilities.

- Vendors that provide essential services or products, including logistics and technology support, child care programs and services, medical waste disposal, hazardous waste disposal, services needed to ensure the continuing operation of Essential Business or Operation, operation of government agencies, and to provide for the health, safety and welfare of the public;
 - Religious entities including religious and faith-based facilities, entities and groups, religious gatherings provided that they adhere to the CDC and the Mississippi Department of Health recommendations and guidance to prevent the spread of COVID-19;
 - Categories of workers and related industries identified by the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency (CISA) in its "Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response" <https://www.cisa.gov/identifying-essential-critical-infrastructure-during-covid-19> as it may be amended,
 - Other categories as may be identified and deemed essential by the Mississippi Department of Health, the Mississippi Emergency Management Agency and/or other appropriate agency of the State of Mississippi.
4. That all departments, commissions, agencies, institutions, and boards of the State of Mississippi, political subdivisions thereof, counties, municipalities and school districts are authorized and directed to cooperate in actions and measures taken in response to COVID-19 during the State of Emergency.

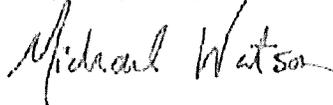
IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 24th day of March, in the year of our Lord, two thousand and twenty, and of the Independence of the United States of America, the two hundred and forty-fourth.


TATE REEVES
GOVERNOR



BY THE GOVERNOR



MICHAEL WATSON
SECRETARY OF STATE



EXECUTIVE ORDER 20-012

Based on guidance from the Office of the Governor, State of Mississippi, Executive Order 1463, issued March 24, 2020 the following Local Executive Order further supplements, defines, supersedes and/or amends the previous Local Executive Orders and Emergency Proclamation issued by the City of Tupelo pertaining to COVID-19. All prior Local Emergency Orders which do not conflict or which are not inconsistent with the Governor's Executive Order 1463 remain in full force and effect. We would commend Governor Reeves for issuing this guidance, attached hereto in full.

LOCAL SITUATION

Mississippi has seen the total of confirmed cases of COVID-19 rise to 377 today. Yesterday, these numbers were at 320. Three Mississippi deaths have been attributed to this virus. As more people are tested, please expect these numbers to rise. Please understand there is a lag time between testing and results. Due to testing supplies, most tests are only being given to those with symptoms associated with the illness. To underscore this lag time in testing and reporting, 14 people are hospitalized at the North Mississippi Medical Center. MSDH is reporting 14 cases in Lee County, but the hospital has confirmed an additional 18 patients at home being treated under self-isolation. The hospital is awaiting results on 113 tests, and Med Plus is awaiting over 200 test results. Med Plus has reported 3 confirmed positive results.

Please be aware that you may not have symptoms and still transmit the virus.

Members of our local medical community have warned that the only weapon we have is to avoid social contact and to stay at home. We must not only stop the transmission of this virus, but we must not let it get out of hand to the point it overwhelms our medical capabilities.

Please limit social contact and stay at home if at all possible.



FILED
MAY 22 2020
TIME _____ AM/PM
JUDGE _____
CLERK _____

PURPOSE OF LOCAL EXECUTIVE ORDER 20-012

The purpose of this Local Executive Order is to clarify any inconsistencies with previous Local Emergency Orders and the Governor's Order. The Governor's Executive Order is also reproduced below without formatting, but with comments in **bold** on exactly how each paragraph or sub-paragraph conforms, supplements, defines, supersedes and/or amends the previous Local Emergency Orders issued by the City of Tupelo. The Governor's Executive Order 1463 is adopted by the City of Tupelo immediately as CITY OF TUPELO EXECUTIVE ORDER 20-012 pursuant to Miss. Code Anno. § 33-15-17 (d) (1972 as amended), and shall remain in full effect until reviewed, approved or disapproved at the first regular meeting following such Local Executive Order or at a special meeting legally called for such review. The City of Tupelo reserves its authority to respond to local conditions as necessary to protect the health, safety and welfare of its citizens.

GOVERNOR'S ORDER ANNOTATED

From the date of this Executive Order until April 17, 2020, Mississippi residents shall avoid social and other non-essential gatherings in groups of more than 10 people where the gatherings in a single space at the same time where individuals are in close proximity to each other. This does not apply to normal operations of locations like airports, medical and healthcare facilities, retail shopping including grocery and department stores, offices, factories and other manufacturing facilities or any Essential Business or Operation as determined by and identified below.

NO CHANGE IN LOCAL EMERGENCY ORDERS OTHER THAN EXTENDING EFFECT OF ORDERS UNTIL APRIL 17, 2020.

From the date of this Executive Order until April 17, 2020, restaurants, bars, or other dining establishments shall suspend dine-in services unless able to reduce capacity to allow no more than 10 people to be gathered in a single space at the same time where individuals are in seated or otherwise in close proximity to each other. However, the use of drive-thru, carryout, or delivery options is allowed and highly encouraged.

**CHANGE: SUPERSEDES LOCAL EXECUTIVE ORDER 2020-005:
ALLOWS RESTAURANTS, OR OTHER DINING ESTABLISHMENTS TO
OFFER DINE-IN SERVICES UNLESS UNABLE TO REDUCE CAPACITY
TO ALLOW NO MORE THAN 10 PEOPLE TO BE GATHERED IN A**

SINGLE SPACE AT THE SAME TIME WHERE INDIVIDUALS ARE IN SEATED OR OTHERWISE IN CLOSE PROXIMITY TO EACH OTHER.

NO CHANGE IN ALL OTHER LOCAL EMERGENCY ORDERS OTHER THAN EXTENDING EFFECT OF ORDERS UNTIL APRIL 17, 2020.

From the date of this Executive Order until April 17, 2020, persons shall not visit hospitals, nursing homes and retirement or long-term care facilities unless to provide critical assistance, to visit residents receiving imminent end-of-life care, or as otherwise directed by the healthcare facility, provided in the professional opinion of the supervising physician or other supervising healthcare professional at such facility that such visits can be accomplished without unreasonable risk to staff or other residents of such facilities. In lieu of in-person visits, electronic visits are encouraged.

NO CHANGE IN LOCAL EMERGENCY ORDERS OTHER THAN EXTENDING EFFECT OF ORDERS UNTIL APRIL 17, 2020.

Consistent with Executive Order No. 1458 providing that essential employees of governmental entities should work from home to the extent feasible in order to minimize the interaction and risk of possible transmission of COVID-19 between employees, it is also recommended and encouraged that all Mississippi businesses and non-profit entities likewise utilize, to the maximum extent possible, work from home or other telework procedures.

NO CHANGE IN LOCAL EMERGENCY ORDERS OR PRACTICE.

That, in response to the COVID-19 emergency, to promote and secure the safety and protection of Mississippi residents, and in consideration of the orders, rules, requests and other actions of federal authorities, it is vital to maintaining continuity of operations of critical infrastructure that Essential Businesses or Operations providing essential services or functions remain open, operational and continue to provide uninterrupted essential services and functions during this COVID-19 State of Emergency.

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008 OTHER THAN LISTING SOME BUSINESSES CLASSIFIED BY THE CITY OF TUPELO AS NON-ESSENTIAL FOLLOWING GUIDELINES ISSUED BY U.S. DEPARTMENT OF HOMELAND SECURITY, CYBERSECURITY & INFRASTRUCTURE SECURITY AGENCY (CISA) IN ITS "MEMORANDUM ON IDENTIFICATION OF ESSENTIAL CRITICAL

INFRASTRUCTURE WORKERS DURING COVID-19 RESPONSE"
<https://www.cisa.gov/identifving-critical-infrastructure-during-covid-19> , **OR**
ASSESSING AND IDENTIFYING ADDITIONAL LOCAL CRITICAL
INFRASTRUCTURE BUSINESSES AND WORKERS. DEVIATIONS
FROM LOCAL EMERGENCY ORDER 2020-008 WILL BE NOTED
SPECIFICALLY BELOW.

Accordingly:

Pursuant to Miss. Code. Ann. § 33-15-11 (c)(4) and § 33-15-31 any Essential Business or Operation providing essential services or functions may operate at such level as necessary to provide such essential services or functions and shall not be subject to any 10 person gathering limitation or any other limitation or restriction inconsistent with this Executive Order but shall take all reasonable measures to ensure compliance with the CDC and the Mississippi Department of Health recommendations and guidance to prevent the spread of COVID-19, including, but not limited to, social distancing, sending sick employees home and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms.

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008 OTHER THAN
LISTING SOME BUSINESSES CLASSIFIED BY THE CITY OF TUPELO
AS NON-ESSENTIAL FOLLOWING GUIDELINES ISSUED BY U.S.
DEPARTMENT OF HOMELAND SECURITY, CYBERSECURITY &
INFRASTRUCTURE SECURITY AGENCY (CISA) IN ITS
"MEMORANDUM ON IDENTIFICATION OF ESSENTIAL CRITICAL
INFRASTRUCTURE WORKERS DURING COVID-19 RESPONSE"
<https://www.cisa.gov/identifving-critical-infrastructure-during-covid-19> , **OR**
ASSESSING AND IDENTIFYING ADDITIONAL LOCAL CRITICAL
INFRASTRUCTURE BUSINESSES AND WORKERS. DEVIATIONS
FROM LOCAL EMERGENCY ORDER 2020-008 WILL BE NOTED
SPECIFICALLY BELOW.

Pursuant to Miss. Code. Ann. § 33-15-31(a), § 33-15-31(b), § 33-15-11(c)(1) & § 33-15-11(c)(4) any order, rule, regulation or action by any governing body, agency or political subdivision of the state that imposes any additional freedom of movement or social distancing limitations on Essential Business or Operation, restricts scope of services or hours of operation of any Essential Business or Operation, or which will or might in any way conflict with or impede the purpose

of this Executive Order is suspended and unenforceable during this COVID-19 State of Emergency. However, nothing in this Executive Order shall in any way alter or modify the authority of the Mississippi Emergency Management Agency, the Mississippi Department of Public Safety or of the State Department of Health and the State Health Officer.

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008 OR 2020-009 OTHER THAN LISTING SOME BUSINESSES CLASSIFIED BY THE CITY OF TUPELO AS NON-ESSENTIAL FOLLOWING GUIDELINES ISSUED BY U.S. DEPARTMENT OF HOMELAND SECURITY, CYBERSECURITY & INFRASTRUCTURE SECURITY AGENCY (CISA) IN ITS "MEMORANDUM ON IDENTIFICATION OF ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS DURING COVID-19 RESPONSE" <https://www.cisa.gov/identifving-critical-infrastructure-during-covid-19> , OR ASSESSING AND IDENTIFYING ADDITIONAL LOCAL CRITICAL INFRASTRUCTURE BUSINESSES AND WORKERS.

DEVIATIONS FROM LOCAL EMERGENCY ORDER 2020-008 WILL BE NOTED SPECIFICALLY BELOW.

For purposes of this Executive Order, the phrase "Essential Business or Operation" means:

Essential Government functions including public safety and first responders, law enforcement, fire prevention and response, courts and court personnel, military, emergency management personnel, corrections, probation and parole, child protection, child welfare, EMTs, 911 call center employees, all workers and vendors that support law enforcement and emergency management operations and services;

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

Essential healthcare operations including hospitals/clinics, research and laboratory operations, nursing homes, residential health care facilities, congregate care facilities, assisted living facilities, elder care, medical wholesale and distribution, home health workers and aides, medical supply and equipment manufacturers and providers, medical waste disposal, hazardous waste disposal, other ancillary healthcare services;

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

Essential infrastructure including utilities including power generation, nuclear facilities, utility poles and components, fuel and transmission, petroleum producers, suppliers and distributors, supply chain companies, telecommunications, electronic security and life safety services, wireless communication, communications sales and customer support, telecommunication and data centers, cybersecurity operations, flood control, operation of dams, aviation, airports, ports, roads and highways, mass transit, automotive sales and repair, vehicle rental services, taxi and network providers (such as Uber and Lyft), freight and passenger rail, pipelines, transportation infrastructure, public water and waste water, hazardous waste disposal, hotels and commercial lodging services;

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

Manufacturing including food processing and production, pharmaceuticals, food additives, medical equipment, medical devices and supplies, technology, biotechnology, chemical products, telecommunications products, automotive production and suppliers, healthcare, energy, steel and steel products, fuel and petroleum exploration and production, lubricants, greases and engine oils, mining, national defense, sanitary and cleaning products, household products, personal care products, products used by any other Essential Business or Operation;

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

ALL MANUFACTURING DEEMED ESSENTIAL UNDER LOCAL EMERGENCY ORDER 2020-008

Agriculture and farms including food cultivation, livestock, cattle, poultry and seafood operations, livestock auctions, feedlots, dealers and brokers of livestock, livestock transporters, farmer's markets, feed stores, repair of agricultural equipment, gas, diesel and petroleum suppliers, aquaculture, horticulture, chemicals including pesticides, herbicides and fertilizer, producers and distributors, forest products businesses, including those involved in forestry operations, logging, manufacture of lumber and paper products, meat processing facilities, rendering facilities and transporters, feed processing facilities, veterinary services;

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

Essential retail including all supermarkets, food and beverage stores, food providers, convenience stores, pharmacies, hardware and building materials, gas stations, restaurants or bars (but only to the extent that (1) not more than 10 people are gathered in such restaurants or bars in a single space at the same time where

individuals are in seated or otherwise in close proximity to each other or (2) for curbside pick-up, carryout or delivery);

**CHANGE: SUPERSEDES LOCAL EXECUTIVE ORDER 2020-005:
ALLOWS RESTAURANTS, BARS, OR OTHER DINING
ESTABLISHMENTS TO OFFER DINE-IN SERVICES UNLESS UNABLE
TO REDUCE CAPACITY TO ALLOW NO MORE THAN 10 PEOPLE TO
BE GATHERED IN A SINGLE SPACE AT THE SAME TIME WHERE
INDIVIDUALS ARE IN SEATED OR OTHERWISE IN CLOSE
PROXIMITY TO EACH OTHER.**

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008.

**SEE BELOW FOR PROCEDURES FOR IDENTIFYING AS ESSENTIAL
RETAIL UNDER LOCAL EMERGENCY ORDER 2020-008**

Essential services including trash collection, mail and shipping services, home repair, automotive sales and repair, warehouse, distribution and fulfillment centers, laundromats/laundry service;

**CHANGE: AUTO SALES ADDED TO ESSENTIAL SERVICES UNDER
LOCAL EMERGENCY ORDER 2020-008**

**LOCAL EMERGENCY ORDER 2020-008 ALSO ALLOWS RESIDENTIAL
AND COMMERCIAL GROUNDS MAINTENANCE.**

**THESE BUSINESSES AND WORKERS SHALL CONTINUE TO TAKE
ALL REASONABLE MEASURES TO ENSURE COMPLIANCE WITH
THE CDC AND THE MISSISSIPPI DEPARTMENT OF HEALTH
RECOMMENDATIONS AND GUIDANCE TO PREVENT THE SPREAD
OF COVID-19, INCLUDING, BUT NOT LIMITED TO, SOCIAL
DISTANCING, SENDING SICK EMPLOYEES HOME AND ACTIVELY
ENCOURAGING SICK EMPLOYEES TO STAY HOME, SEPARATING
AND SENDING HOME EMPLOYEES WHO APPEAR TO HAVE
RESPIRATORY ILLNESS SYMPTOMS.**

Media including newspapers, digital news sites, television, radio and other media services;

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

Education including educators supporting public and private K-12 schools, colleges and universities, educational institutions, for purposes of facilitating distance learning, performing critical research or other essential functions including public schools preparing and transporting free and reduced meals to eligible students within their respective districts (this Executive Order is consistent with and does not amend or supersede Executive Order No. 1460 regarding public schools);

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

Financial services including banks and related financial institutions, insurance, payroll, accounting, processing financial transactions, services related to financial markets;

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

Professional services including legal services, accounting services, insurance services, real estate services (including appraisal and title services);

CHANGE: PUBLIC INTERACTION, SETTINGS WITH MORE THAN 10 PERSONS GATHERING AND ANY OTHER LIMITATION OR RESTRICTION INCONSISTENT WITH THE GOVERNOR'S EXECUTIVE ORDER, ARE NOW ALLOWED BY THESE BUSINESSES.

OTHERWISE NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008.

THESE BUSINESSES AND WORKERS SHALL CONTINUE TO TAKE ALL REASONABLE MEASURES TO ENSURE COMPLIANCE WITH THE CDC AND THE MISSISSIPPI DEPARTMENT OF HEALTH RECOMMENDATIONS AND GUIDANCE TO PREVENT THE SPREAD OF COVID-19, INCLUDING, BUT NOT LIMITED TO, SOCIAL DISTANCING, SENDING SICK EMPLOYEES HOME AND ACTIVELY ENCOURAGING SICK EMPLOYEES TO STAY HOME, SEPARATING AND SENDING HOME EMPLOYEES WHO APPEAR TO HAVE RESPIRATORY ILLNESS SYMPTOMS.

Providers of basic necessities to economically disadvantaged populations including businesses, religious and secular non-profit organizations, food banks, foster care, homeless shelters and congregate care facilities;

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

Construction and construction related services including building and construction, lumber, building materials and hardware, electricians, plumbers, exterminators, cleaning and janitorial, HVACR and water heating industry, painting, moving and relocating services, other skilled trades, and other related construction firms and professionals for maintaining essential infrastructure;

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

LOCAL EMERGENCY ORDER 2020-008 ALLOWS CONSTRUCTION AND REPAIR OF COMMERCIAL, RESIDENTIAL AND PUBLIC WORKS BUILDINGS AND PROJECTS.

Essential services necessary to maintain the safety, sanitation and essential operations of residences and essential businesses and essential business operations, including law enforcement, fire prevention and response, firearm and ammunition manufacturers and retailers, building code enforcement, security, emergency management and response, building cleaning including disinfection, automotive sales and repair, mortuaries and cemeteries;

CHANGE: ADDS ESSENTIAL SERVICES NECESSARY TO MAINTAIN THE SAFETY, SANITATION AND ESSENTIAL OPERATIONS OF RESIDENCES.

CHANGE: ADDS AUTOMOTIVE SALES.

THESE BUSINESSES AND WORKERS SHALL CONTINUE TO TAKE ALL REASONABLE MEASURES TO ENSURE COMPLIANCE WITH THE CDC AND THE MISSISSIPPI DEPARTMENT OF HEALTH RECOMMENDATIONS AND GUIDANCE TO PREVENT THE SPREAD OF COVID-19, INCLUDING, BUT NOT LIMITED TO, SOCIAL DISTANCING, SENDING SICK EMPLOYEES HOME AND ACTIVELY ENCOURAGING SICK EMPLOYEES TO STAY HOME, SEPARATING AND SENDING HOME EMPLOYEES WHO APPEAR TO HAVE RESPIRATORY ILLNESS SYMPTOMS.

Defense Industrial Base including employers and personnel who support the essential products and services required to meet national security commitments to the Federal Government and the U. S. Military, including personnel working for companies and their subcontractors, who perform under contract to the Department of Defense providing materials and services to the Department of Defense and

- c. **Evictions Suspended:** Pursuant to Miss. Code. Ann. §§ 33-15-11(c)(1) and 33-15-11(c)(4), evictions within the State of Mississippi are suspended, and all state, county and local law enforcement officers are directed to cease enforcement of orders of eviction for residential premises during this Shelter in Place Order. No provision contained within this Executive Order shall be construed as relieving any individual of the obligation to pay rent, to make mortgage payments, or to comply with any other obligation that an individual may have under tenancy or mortgage.
- d. **Non-essential Business and Operations Cease**
 - i. All businesses and non-profit entities operating within the State of Mississippi, except for Essential Business or Operations identified in Executive Order No. 1463 as Supplemented (which is incorporated herein by reference), shall cease operation and all activities except Minimum Operations as defined herein.
 - ii. Minimum Operations are those activities necessary for the business or operation to maintain the condition of facilities, premises and equipment, value of business inventory, payroll, employee benefits, security, and to facilitate employees of the business or operation to continue to work remotely from their residences.
- e. **Essential Business or Operations Remain Open**
 - i. Essential Businesses or Operations identified in Executive Order 1463 as Supplemented may remain open and shall operate at such level as necessary to provide essential services and functions.
 - ii. For clarity, Essential Healthcare Operations identified within Executive Order 1463 as Supplemented shall be construed broadly to avoid impact or interruption of the delivery of essential healthcare, but does not include fitness and exercise gyms, dance studios, clubs, tattoo parlors, spas, salons, barber shops, and other similar personal care and grooming facilities.
 - iii. Restaurants and Bars may remain open but are limited to drive-thru, curbside, and/or delivery service.
- f. **Prohibited Activities**
 - i. Consistent with Executive Order No. 1463 as Supplemented, all public and private social and other non-essential gatherings in groups of more than 10 people in a single space at the same time where individuals are in close proximity (less than 6 ft.) to each other shall be cancelled or rescheduled.
 - ii. All places of amusement and recreation, whether indoors or outdoors, including but not limited to amusement parks and rides, museums, playgrounds, children's party and play facilities, all parks including all beaches, lakes and reservoirs (but not including walking trails), movie theaters, bowling alleys, and social clubs shall be closed to the public.
- g. **Essential Activities:** Individuals may leave their residences only to perform the following Essential Activities:
 - i. To engage in activities or perform tasks necessary to their health and safety, or the health and safety of their family or household members (including pets) or the health and safety of those persons who are unable to or should not leave their home.
 - ii. To obtain necessary food, services or supplies for themselves and members of their household needed to maintain the safety, sanitation and essential operation of the home or residence, or to deliver those services or goods to those persons who are unable to or should not leave their home.
 - iii. To engage in individual outdoor activity and recreation.
 - iv. To perform work providing essential products and services at Essential Businesses or Operations (as defined in Executive Order No. 1463 as Supplemented) or to carry out activities permitted in this Executive Order, including Minimum Operations.
- h. **Essential Travel:** Individuals engaged in Essential Travel must adhere to both the CDC and the Mississippi State Department of Health recommendations and guidance to prevent the spread of COVID-19, including social distancing (6 ft. between individuals) and aggressive hygiene including frequent handwashing (minimum 20 seconds) and use

of hand sanitizer. For purposes of this Executive Order, Essential Travel includes travel for the following purposes:

- i. Travel for Essential Business or Operation, as defined in Executive Order No. 1463 as Supplemented.
- ii. Travel for Essential Activities, as defined herein.
- iii. Travel to care for elderly, minors, dependents, persons with disabilities, or other vulnerable persons including to obtain COVID-19 testing for such individuals.
- iv. Travel to or from educational institutions including public and private K-12 schools, colleges and universities, and other educational institutions for purposes of receiving materials for distance learning, for receiving meals, and other education related purposes.
- v. Travel to or from their place of residence.
- vi. Travel required by law enforcement or court order, including to transport children pursuant to a custody agreement.

i. **County and Local Municipal Authority:** Nothing in this Executive Order shall limit or alter the authority of any local or county authority from adopting orders, rules, regulations, resolutions, and actions that are more strict than established herein, provided that they do not impose restrictions that prevent any Essential Business or Operation as identified in Executive Order No. 1463 as Supplemented from operating at such level necessary to provide essential services and functions during this COVID-19 State of Emergency.

II. **Delegate Authority to Issue and Enforce Quarantine and Isolation Orders:**

- a. Pursuant to Miss. Code Ann. § 33-15-11(b)(5) and § 33-15-31, the State Health Officer in consultation with the Governor is authorized and empowered to issue such orders as necessary to carry out, implement, and enforce any quarantine or isolation orders to contain and restrict transmission of COVID-19.
- b. That this authority is in addition to, and consistent with, the Mississippi State Department of Health's authority to issue, maintain and enforce isolation and quarantine orders pursuant to Miss. Code Ann. § 41-23-5 and other controlling law.
- c. Nothing in this Executive Order limits or alters the authority under Miss. Code Ann. § 21-19-3 for a governing authority of a municipality to enact and enforce more restrictive measures to contain and restrict transmission of COVID-19.

III. **Enforcement of Shelter in Place:**

- a. This Executive Order may be enforced by all State, County and Local law enforcement, as well as by other governmental entities (such as State and local departments of health) to the fullest extent under Mississippi law including, *inter alia*, Miss. Code Ann. §§ 33-15-11(b)(5) and 33-15-11(b)(6).
- b. Violations of this Executive Order are subject to the provisions of Miss. Code Ann. § 33-15-43.

IV. That all departments, commissions, agencies, institutions, and boards of the State of Mississippi, political subdivisions thereof, counties, municipalities and school districts are authorized and directed to cooperate in actions and measures taken in response to COVID-19 during the State of Emergency.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE: in the City of Jackson, on the 1st day of April, in the year of our Lord, two thousand and twenty, and of the Independence of the United States of America, the two hundred and forty-fourth.

TATE REEVES
GOVERNOR

BY THE GOVERNOR



EXECUTIVE ORDER 20-013

Based on guidance from the Office of the Governor, State of Mississippi, in his Executive Order 1466, issued April 1, 2020, the following Local Executive Order further amends and supplements all previous Local Executive Orders and its Emergency Proclamation and Resolution adopted by the City of Tupelo, Mississippi, pertaining to COVID-19.

We commend Governor Reeves for issuing this guidance.

LOCAL EXECUTIVE ORDER 20-013

The Governor's Executive Order 1466 is hereby adopted by the City of Tupelo, Mississippi, as City of Tupelo Local Executive Order 20-013, effective 5:00 p.m. on Friday, April 3, 2020, until 8:00 a.m. on Monday, April 20, 2020.

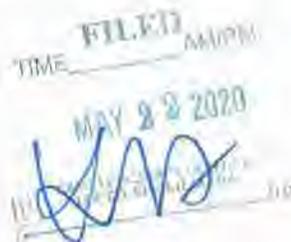
This order will be enforced without exemption or exception, and the Tupelo Police Department is hereby authorized and directed to enforce this order, effective 5:00 p.m. on April 3, 2020 until 8:00 a.m. on April 20, 2020.

All previous Local Executive Orders and the Local Emergency Proclamation and Resolution of the City of Tupelo, Mississippi, pertaining to COVID-19, are hereby amended effective 5:00 p.m. on April 3, 2020, to adhere to the Governor's Executive Order 1466.

Further answers to frequently asked questions will be provided before the effective date at our website:

www.tupeloms.gov

Pursuant to Miss. Code Anno. § 33-15-17 (d) (1972 as amended), this Local Executive Order shall remain in full effect under these terms until reviewed,



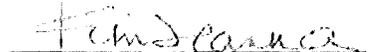
approved or disapproved at the first regular meeting following such Local Executive Order or at a special meeting legally called for such review.

The City of Tupelo reserves its authority to respond to local conditions as necessary to protect the health, safety and welfare of its citizens.

So ordered, this the 1st day of April, 2020.


Jason L. Shelton, Mayor

ATTEST:


Kim Hanna, CFO/City Clerk

STATE OF MISSISSIPPI

Office of the Governor



EXECUTIVE ORDER NO. 1473

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. § 33-15-11(b)(17), I issued a Proclamation declaring that a State of Emergency exists in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic, and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and Mississippi significantly impact the life and health of our people, as well as the economy of Mississippi; and

WHEREAS, the risk of spread of COVID-19 within Mississippi constitutes a public emergency that may result in substantial injury or harm to life, health, and property within Mississippi; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) guidance for responding to COVID-19 recommends avoiding crowds as much as possible, especially for older adults and individuals with serious chronic medical conditions and the Mississippi State Department of Health (MSDH) has recommended avoiding social gatherings where 10 people or more may come into close contact; and

WHEREAS, on March 26, 2020, the MSDH announced new and expanded measures to increase testing and data analysis to identify regions and localities that are at higher risk for transmission of COVID-19 and to provide more location-specific restrictions and limitation of movement and social interaction to combat the virus in those regions and localities; and

WHEREAS, on April 1, 2020, in order to minimize the risk of possible further transmission of COVID-19 and related measures, I issued Executive Order No. 1466 instituting a statewide Shelter in Place effective at 5:00 p.m. on Friday, April 3, 2020, and remaining in full force and effect until 8:00 a.m. on Monday, April 20, 2020, unless rescinded, modified or extended; and

WHEREAS, although the transmission of COVID-19 has slowed across much of the State of Mississippi, certain measures to disrupt and slow the spread of the COVID-19 virus within the State and to manage needed healthcare and emergency management resources ordered by Executive Order No. 1466 must remain in place; accordingly, all individuals residing in the State of Mississippi will need to continue to temporarily remain in their home or place of residence, and certain businesses and public amenities need to remain temporarily remain closed to the public; and

WHEREAS in light of the significant economic impact on employees and businesses in Mississippi as a result of measures necessary to cope with the COVID-19 public emergency, in consultation with the State Health Officer, there are certain measures that will allow essential economic activity through limited retail sales that will not significantly impact the State's efforts to cope with the COVID-19 public emergency.

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, by the authority vested in me by the Constitution and laws of the State of Mississippi, and in consultation with the State Health Officer do hereby order and direct as follows:

- I. The statewide Shelter in Place instituted in Executive Order 1466 is extended and shall remain in full force and effect until 8:00 a.m. on Monday, April 27, 2020, except as follows:
 - a. Paragraph I(d)(ii) *Non-essential Business and Operations Cease* Minimum Operations is amended to allow retail sales by non-essential businesses and operations limited to drive-thru, curbside, and/or delivery services provided such non-essential businesses and operations implement precautions to ensure adherence to the standards of Paragraph I(b)(iii)



FILED
APR 27 2020
W. Reeves

government-owned/contractor- operated and government-owned/government-operated facilities.

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

Vendors that provide essential services or products, including logistics and technology support, child care programs and services, medical waste disposal, hazardous waste disposal, services needed to ensure the continuing operation of Essential Business or Operation, operation of government agencies, and to provide for the health, safety and welfare of the public;

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

Religious entities including religious and faith-based facilities, entities and groups, religious gatherings provided that they adhere to the CDC and the Mississippi Department of Health recommendations and guidance to prevent the spread of COVID-19;

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

Categories of workers and related industries identified by the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency (CISA) in its "Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response" <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19> as it may be amended;

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008

THESE GUIDELINES WERE USED IN THE FORMULATION OF LOCAL EMERGENCY ORDER 2020-008 AND HAVE BEEN POSTED ON THE CITY'S WEBSITE.

<http://www.tupeloms.gov/>

Other categories as may be identified and deemed essential by the Mississippi Department of Health, the Mississippi Emergency Management Agency and/or other appropriate agency of the State of Mississippi.

NO CHANGE IN LOCAL EMERGENCY ORDER 2020-008.

**PROCEDURES FOR IDENTIFYING AS ESSENTIAL CRITICAL
INFRASTRUCTURE SECTOR BUSINESSES AND WORKERS AND NON-
ESSENTIAL BUSINESS AND WORKER EXEMPTIONS**

With the nature of any comprehensive list, every possibility cannot be covered. The City of Tupelo has established a procedure to identify essential businesses or workers if your activity is not covered by the Governor's Executive Order or Local Emergency Order 2020-008.

<http://www.tupeloms.gov/>

Under the "COVID-19 Information" section, we have provided a link to fillable forms, "Essential Business Form" and "Exemption Waiver Form".

We have processed scores of these requests and will endeavor to respond in a prompt manner.

Any person aggrieved may file an appeal before the city council by emailing missy.shelton@tupeloms.gov. During the pendency of your appeal, you may continue operations until city council action.

These businesses and workers shall continue to take all reasonable measures to ensure compliance with the CDC and the Mississippi Department of Health recommendations and guidance to prevent the spread of COVID-19, including, but not limited to, social distancing, sending sick employees home and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms.

REMINDER

LOCAL EMERGENCY ORDER 2020-009 continues in effect. You should remain at home to avoid being exposed to the virus and refrain from travel within the City of Tupelo except for travel to and from those workplaces and businesses deemed essential as identified in the Governor's Executive Order 1463 and Local Emergency Order 2020-008, and of course for health care for yourself or family member or to tend to a family member.

This Executive Order 20-012, issued under the authority of the previous Declaration of Emergency of March 17, 2020, approved by Tupelo City Council and signed by Mayor Jason Shelton, shall remain in effect until reviewed or

approved or disapproved at the first regular meeting following the issuance of this Local Executive Order or at a special meeting legally called for such review. This Local Executive Order and all prior Local Emergency Orders ratified by the City Council not in conflict or inconsistent with Governor's Order 1463 remain in full force and effect unless changed until April 17, 2020.

So ordered, this the 25th day of March, 2020.



Jason L. Shelton, Mayor

ATTEST:



Kim Hanna, CFO/City Clerk

EXECUTIVE ORDER NO. 1466

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. § 33-15-11(b)(17), I issued a Proclamation declaring that a State of Emergency exists in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic, and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and Mississippi significantly impact the life and health of our people, as well as the economy of Mississippi; and

WHEREAS, the risk of spread of COVID-19 within Mississippi constitutes a public emergency that may result in substantial injury or harm to life, health, and property within Mississippi; and

WHEREAS, on March 26, 2020, the Mississippi State Department of Health announced new and expanded measures to increase testing and data analysis to identify regions and localities that are at higher risk for transmission of COVID-19 and to provide more location-specific restrictions and limitation of movement and social interaction to combat the virus in those regions and localities; and

WHEREAS, additional measures are needed to further disrupt and slow the spread of the COVID-19 virus within the State and to manage needed healthcare and emergency management resources; accordingly, all individuals residing in the State of Mississippi will need to temporarily remain in their home or place of residence, and certain businesses and public amenities need to be temporarily closed to the public.

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, by the authority vested in me by the Constitution and laws of the State of Mississippi, do hereby order and direct as follows:

I. Shelter in Place

a. Duration: This Shelter in Place shall be effective at 5:00 p.m. on Friday, April 3, 2020, and shall remain in full force and effect until 8:00 a.m. on Monday, April 20, 2020, unless rescinded, modified or extended. The end date of the Lauderdale County shelter in place ordered by Executive Order No. 1465 is hereby amended to coincide with the dates established pursuant to this order.

b. Shelter in Place:

- i. Pursuant to the Mississippi Emergency Management Act including but not limited to Miss. Code Ann. §§ 33-15-11(b)(1), 33-15-11(b)(4), 33-15-11(b)(6), 33-15-11(c)(1), 33-15-11(c)(4) & 33-15-31, with exceptions described herein, all individuals currently living in the State of Mississippi are ordered to stay at home or in their place of residence except as allowed in this Executive Order.
- ii. For individuals whose residences are unsafe or become unsafe (for example, because of domestic violence, lack of sanitation or utilities) they may, and are encouraged to, seek alternate locations. Local law enforcement and other officials shall assist such individuals to secure such alternative locations.
- iii. Individuals using outdoor space when outside their homes or residences at all times shall maintain social distancing of a minimum of 6 ft. distance between each individual and shall avoid gatherings in groups of more than 10 people.
- iv. For purposes of this Executive Order the terms "home" and "residence" include single family homes, hotels, rental units, shelters, mobile home parks, and similar facilities used as an individual's principal dwelling.

FILED
 APR 20 2020
 TIME AM/PM
 [Signature]



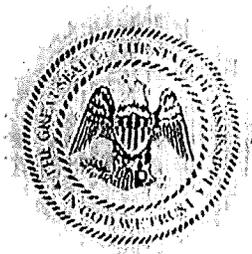
of Executive Order 1466 including social distancing requirements (maintaining a minimum of 6 feet distance between individuals), restrictions of gathering of persons (no gatherings in groups of more than 10 people), regular and proper hand-washing and personal hygiene, and adherence to the most recent regulations or guidelines issued by the MSDH and CDC.

- b. Paragraph 1(f)(ii) *Prohibited Activities* is amended to allow beaches, state park lakes, state lakes and reservoirs to re-open on limited basis as follows:
- i. Recreational boating with appropriate social distancing to the extent available inside the watercraft shall be permitted on state park lakes, state lakes and reservoirs.
 - ii. The number of persons in each watercraft shall be limited to the greater of two (2) occupants or 50% of the occupancy limit of all multi-person watercraft.
 - iii. Fishing from the watercraft or from the banks of state park lakes, state lakes and reservoirs shall be permitted with appropriate social distancing requirements (maintaining a minimum of 6 feet distance between individuals). But all fishing tournaments are prohibited.
 - iv. Parks (not including walking trails), beaches and sandbars associated with state park lakes, state lakes and reservoirs shall remain closed.
 - v. Boat ramps shall be open and accessible as follows: (a) boat ramps associated with state park lakes and state lakes shall be open; (b) boat ramps located in Pearl River Valley Water Supply District (PRVWSD) parks will remain closed as long as the parks remain closed; and (c) boat ramps located outside of PRVWSD parks (including Fannin Landing, Madison Landing, and Rankin Landing) will be open.
 - vi. All Mississippi beaches along coastal waterways, including those abutting the Mississippi sound, municipal beach parks, beach areas and piers may re-open for purposes of individual recreation as determined by local authority and under such limitations and restrictions as may be imposed by local authority provided such restrictions require at a minimum adherence to the standards of Paragraph 1(b)(iii) of Executive Order 1466 including social distancing requirements (maintaining a minimum of 6 feet distance between individuals), restrictions of gathering of persons (no gatherings in groups of more than 10 people), and adherence to the most recent regulations or guidelines issued by the MSDH and CDC.
- c. Paragraph 1(g)(iii) *Essential Activities* is amended to permit recreational boating, fishing, and use of beaches under such limitations imposed by local authorities pursuant to Paragraph 1(f)(ii).

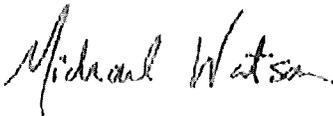
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 17th day of April, in the year of our Lord, two thousand and twenty, and of the Independence of the United States of America, the two hundred and forty-fourth.


TATE REEVES
GOVERNOR



BY THE GOVERNOR



MICHAEL WATSON
SECRETARY OF STATE

STATE OF MISSISSIPPI

Office of the Governor



EXECUTIVE ORDER NO. 1477

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. § 33-15-11(b)(17), I issued a Proclamation declaring that a State of Emergency exists in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic, and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and Mississippi significantly impacts the life and health of our people, as well as the economy of Mississippi; and

WHEREAS, on March 26, 2020, the Mississippi State Department of Health announced new and expanded measures to increase testing and data analysis to identify regions and localities that are at higher risk for transmission of COVID-19 and to provide more location-specific restrictions and limitation of movement and social interaction to combat the virus in those regions and localities; and

WHEREAS, on April 1, 2020, in order to minimize the risk of possible further transmission of COVID-19 and related measures, I issued Executive Order No. 1466 instituting a statewide Shelter in Place effective at 5:00 p.m. on Friday, April 3, 2020, and remaining in full force and effect until 8:00 a.m. on Monday, April 20, 2020; and

WHEREAS, on April 17, 2020, I issued Executive Order 1473 extending the statewide Shelter in Place, with certain additional exceptions, until 8:00 a.m. on Monday, April 27, 2020; and

WHEREAS, consistent with the guidance provided by the White House for beginning the process of re-opening the economy while minimizing the risk of a resurgence of COVID-19, the incidences of infection in Mississippi have stabilized; there is decreased utilization of hospital resources; a robust testing system is in place capable of promptly detecting any increase in the rate of infection; the healthcare system is capable of treating persons with the COVID-19 and has the capacity to promptly react to any increase in incidences; and the State has in place a plan to rapidly scale up healthcare capacity in the event of an increase in the rate of infection; and

WHEREAS, Mississippi must protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders; and

WHEREAS, a measured and strategic plan to reopen the economy is essential to the health, safety and well-being of Mississippi residents, and in consultation with the State Health Officer, there are certain business operations and healthcare activities that can safely resume under the limitations set forth herein.

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, by the authority vested in me by the Constitution and laws of the State of Mississippi, do hereby order and direct as follows:

1. Safer at Home Order

a. Duration: This Safer at Home Order shall be effective at 8:00 a.m. on Monday, April 27, 2020, and shall remain in full force and effect until 8:00 a.m. on Monday, May 11, 2020, unless rescinded, modified or extended.

b. Safer at Home:

i. Pursuant to the Mississippi Emergency Management Act including but not limited to Miss. Code Ann. §§ 33-15-11(b)(1), 33-15-11(b)(4), 33-15-11(b)(6), 33-15-11(c)(1), 33-15-11(e)(4) & 33-15-31, all individuals currently living in the State of



FILED MAY 23 2020 stamp with signature

- Mississippi are encouraged to stay at home or in their place of residence when not engaged in Essential Activities or Essential Travel as defined herein.
- ii. For individuals whose residences are unsafe or become unsafe (for example, because of domestic violence, lack of sanitation or utilities) they may, and are encouraged to, seek alternate locations. Local law enforcement and other officials shall assist such individuals to secure such alternative locations.
 - iii. While engaged in Essential Activities or Essential Travel, individuals shall maintain social distancing of a minimum of 6 ft. distance between each individual and shall avoid gatherings in groups of more than 10 people.
 - iv. For purposes of this Executive Order, the terms "home" and "residence" include single family homes, hotels, rental units, shelters, mobile home parks, and similar facilities used as an individual's principal dwelling.
- c. **Shelter in Place:** All vulnerable individuals, including all elderly individuals (age 65 or older per CDC guidelines) and individuals with serious underlying health conditions, including high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune systems are compromised as such by chemotherapy for cancer or any other condition requiring such therapy, are encouraged to continue the shelter in place pursuant to Executive Order 1466, as extended and amended by Executive Order 1473.
- d. **Prohibited Activities:** Consistent with Executive Order No. 1463 as Supplemented, all public and private social and other non-essential gatherings in groups of more than 10 people in a single space at the same time where individuals are in close proximity (less than 6 ft.) to each other shall be cancelled or rescheduled.
- e. **Evictions Suspended:** Pursuant to Miss. Code. Ann. §§ 33-15-11(c)(1) and 33-15-11(c)(4), evictions within the State of Mississippi are suspended, and all state, county and local law enforcement officers are directed to cease enforcement of orders of eviction for residential premises during this Safer at Home Order. No provision contained within this Executive Order shall be construed as relieving any individual of the obligation to pay rent, to make mortgage payments, or to comply with all laws or any other obligation that an individual may have, including under tenancy or mortgage.
- f. **Essential Activities:** Individuals may leave their residences to perform the following Essential Activities:
- i. To engage in activities or perform tasks necessary to their health and safety, or the health and safety of their family or household members (including pets) or the health and safety of those persons who are unable to or should not leave their home.
 - ii. To obtain necessary food, services or supplies for themselves and members of their household needed to maintain the safety, sanitation and essential operation of the home or residence, or to deliver those services or goods to those persons who are unable to or should not leave their home.
 - iii. To engage in individual outdoor activity and recreation.
 - iv. To operate a business and/or perform their job duties.
- g. **Essential Travel:** Individuals engaged in Essential Travel must adhere to both the CDC's and the Mississippi State Department of Health's recommendations and guidance to prevent the spread of COVID-19, including social distancing (6 ft. between individuals) and aggressive hygiene including frequent handwashing (minimum 20 seconds) and use of hand sanitizer. For purposes of this Executive Order, Essential Travel includes travel for the following purposes:
- i. Travel to and from their place of employment.
 - ii. Travel for Essential Activities and Healthcare Activities, as defined herein.
 - iii. Travel to or from Business Operations as described herein.
 - iv. Travel to care for elderly, minors, dependents, persons with disabilities, or other vulnerable persons including to obtain COVID-19 testing for such individuals.
 - v. Travel to or from educational institutions including public and private K-12 schools, colleges and universities, and other educational institutions for purposes of receiving materials for distance learning, for receiving meals, and other education-related purposes.
 - vi. Travel to or from their place of residence.

- vii. Travel required by law enforcement or court order, including to transport children pursuant to a custody agreement.
- h. **Business Operations:** Except as otherwise provided herein, all businesses and non-profit entities operating within the State of Mississippi may remain open/re-open subject to the following limitations to minimize person to person interactions and associated risk of transmission of COVID-19:
 - i. Consistent with Executive Orders 1458 and 1463, all businesses and non-profits are encouraged to utilize, to the maximum extent possible, work from home or other telework procedures.
 - ii. Businesses and non-profit entities shall take all reasonable measures to ensure compliance with the Mississippi State Department of Health's and CDC's regulations, orders and guidelines to prevent the spread of COVID-19, including, but not limited to, social distancing, sending sick employees home and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms, adopting and enforcing regular and proper hand-washing and personal hygiene protocols and daily screening of employees and volunteers for COVID-19 related symptoms before beginning shift.
 - iii. Retail businesses shall adopt reasonable measures to prevent the spread of COVID-19, including but not limited to, limiting the number of customers in their stores at one time to no greater than 50% of store capacity in order to ensure compliance with social distancing protocols, and frequent cleaning of high-contact surfaces (such as retail counters, door handles, credit card machines). Retail businesses are encouraged to make hand sanitizer available to their customers upon entry of their stores.
 - iv. To the extent possible, all common areas where employees or customers are likely to congregate and interact shall be closed or strict social distancing protocols should be enforced (maintaining a minimum of 6 feet distance between individuals and no gatherings in groups of more than 10 people).
 - v. Non-essential business travel should be minimized, and for any such travel individuals should adhere to CDC guidelines regarding isolation following travel.
 - vi. To the extent possible, special accommodations should be made for employees that are members of a vulnerable population to reduce their potential exposure to COVID-19.
 - vii. Restaurants and bars will remain open but are limited to drive-thru, curbside, and/or delivery service.
 - viii. Except as permitted by Paragraph I(b) of Executive Order 1473 for the limited operation of beaches, state park lakes, state lakes and reservoirs, all places of amusement and recreation, whether indoors or outdoors, including but not limited to amusement parks and rides, museums, playgrounds, children's party and play facilities, all parks including all beaches, lakes and reservoirs (but not including walking trails), movie theaters, bowling alleys, and social clubs shall remain closed to the public.
 - ix. Fitness and exercise gyms, dance studios, clubs, tattoo parlors, spas, salons, barber shops, and all other personal care and personal grooming facilities shall remain closed to the public but may continue Minimum Operations limited to retail sales by drive-thru, curbside and/or delivery services pursuant to Paragraph I(d)(ii) of Executive Order 1466, as amended by Paragraph I(a) of Executive Order 1473.
- i. **Healthcare Activities:**
 - i. Healthcare professionals and healthcare facilities may continue to perform all procedures that are medically necessary to correct a serious medical condition of, or to preserve the life of, a patient who without immediate performance of the surgery or procedure would be at risk for serious adverse medical consequences or death.
 - ii. Healthcare professionals and healthcare facilities may also resume performing non-emergent, elective medical procedures and surgeries, as clinically appropriate, in accordance with the guidance provided by the Mississippi State Department of Health, including the following:

1. Every effort should continue to be made to deliver care without being in the same physical space, such as utilizing telehealth, phone consultations, and physical barriers between providers and patients.
 2. The medical procedure or surgery should fall within Tier 2 or Tier 3 of the Non-Emergent, Elective Medical Services and Treatment Recommendations issued by CMS on April 7, 2020. These recommendations may be found at <https://www.cms.gov/files/document/cms-non-emergent-elective-medical-recommendations.pdf>.
 3. For all in-patient procedures and surgeries, the healthcare facility where the surgery or procedure is performed must reserve at least 25% of its hospital capacity for treatment of COVID-19 patients, accounting for the range of clinical severity of COVID-19 patients
 4. The non-emergent elective medical procedure or surgery should require the use of minimal disposable personal protective equipment, and the healthcare professional and healthcare facility will not request any personal protective equipment from any public source, whether federal, state or local, for the duration of the COVID-19 disaster in order to perform such procedure or surgery.
 5. Regardless of symptoms, all healthcare professionals and healthcare facilities shall screen all patients for recent illness, travel, fever, or recent exposure to COVID-19, and to the extent that is possible, begin testing all patients prior to the procedure or surgery consistent with guidance from the Mississippi State Department of Health.
 6. To the extent possible pre-procedure and pre-surgery COVID-19 screening shall occur outside of the facility, and waiting rooms and common areas shall limit capacity and seating to ensure social distancing (maintaining a minimum of 6 feet distance between individuals).
 7. There shall be no visitors in the healthcare facility except for one spouse or caregiver who resides with the patient will be allowed into the facility at the time the patient is admitted or discharged.
- iii. Healthcare professionals and healthcare facilities may also resume performing non-emergent, elective dental procedures and surgeries, as clinically appropriate and in accordance with the guidelines established by the Mississippi State Department of Health including conserving disposable personal protective equipment.
 - iv. Consistent with Executive Order 1463, hospitals, nursing homes and retirement or long-term care facilities shall not allow visitors unless to provide critical assistance, to visit residents receiving imminent end-of-life care, or as otherwise directed by the healthcare facility, provided in the professional opinion of the supervising physician or other supervising healthcare professional at such facility that such visit can be accomplished without unreasonable risk to staff or other residents of such facilities. In lieu of in-person visits, electronic visits are encouraged.
- i. *County and Local Municipal Authority:* Nothing in this Executive Order shall limit or alter the authority of any local or county authority from adopting orders, rules, regulations, resolutions, and actions that are more strict than established herein, provided that they do not impose restrictions that prevent any Essential Business Operations as identified in Executive Order No. 1463 as Supplemented from operating at such level necessary to provide essential services and functions during this COVID-19 State of Emergency.
- II. Courts Are Open:
- a. Pursuant to Article 3, §§ 24, 25, 26, and 26A of the Mississippi Constitution, and consistent with administrative orders of the Supreme Court of the State of Mississippi, all State Courts are open to fulfill their constitutional and statutory duties.
 - b. Nothing in this or any Executive Order issued in response to COVID-19 is intended to conflict with or otherwise infringe upon any administrative order issued by or under the direction of the Supreme Court of the State of Mississippi.
- III. Enforcement of Safer at Home Order:
- a. This Executive Order may be enforced by all State, County and Local law enforcement, as well as by other governmental entities (such as State and local departments of health) to

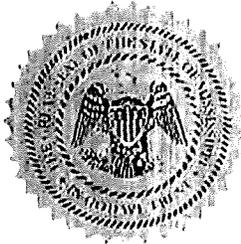
the fullest extent under Mississippi law including, *inter alia*, Miss. Code. Ann. §§ 33-15-11(b)(5) and 33-15-11(b)(6).

- b. Violations of this Executive Order are subject to the provisions of Miss. Code Ann. § 33-15-43.

IV. Delegate Authority to Issue and Enforce Quarantine and Isolation Orders:

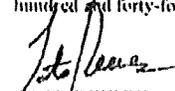
- a. Pursuant to Miss. Code Ann. §§ 33-15-11(b)(5) and 33-15-31, the State Health Officer in consultation with the Governor is authorized and empowered to issue such orders as necessary to carry out, implement, and enforce any quarantine or isolation orders to contain and restrict transmission of COVID-19.
- b. That this authority is in addition to, and consistent with, the Mississippi State Department of Health's authority to issue, maintain and enforce isolation and quarantine orders pursuant to Miss. Code Ann. § 41-23-5 and other controlling law.
- c. Nothing in this Executive Order limits or alters the authority under Miss. Code Ann. § 21-19-3 for a governing authority of a municipality to enact and enforce more restrictive measures to contain and restrict transmission of COVID-19.

- V. That all departments, commissions, agencies, institutions, and boards of the State of Mississippi, political subdivisions thereof, counties, municipalities and school districts are authorized and directed to cooperate in actions and measures taken in response to COVID-19 during the State of Emergency.

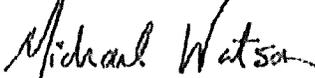


IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the ^{24th} day of April, in the year of our Lord, two thousand and twenty, and of the Independence of the United States of America, the two hundred and forty-fourth.


TATE REEVES
GOVERNOR

BY THE GOVERNOR


MICHAEL WATSON
SECRETARY OF STATE



EXECUTIVE ORDER 20-015

Based on guidance from the Office of the Governor, State of Mississippi, in his Executive Order 1477, issued April 24, 2020, the following Local Executive Order further amends and supplements all previous Local Executive Orders and its Emergency Proclamation and Resolution adopted by the City of Tupelo, Mississippi, pertaining to COVID-19. All provisions of previous local orders and proclamations not amended or superseded by Governor's Executive Order 1477 shall remain in full force and effect.

LOCAL EXECUTIVE ORDER 20-015

The Governor's Executive Order 1477 is hereby adopted by the City of Tupelo, Mississippi as City of Tupelo Local Executive Order 20-015, effective 8:00 a.m. on Monday, April 27, 2020, until 8:00 a.m. on Monday, May 11, 2020.

This order will be enforced without exemption or exception, and the Tupelo Police Department is hereby authorized and directed to enforce this order, effective 8:00 a.m. on April 27, 2020, to adhere to the Governor's Executive Order 1477.

Governor's Order 1477 makes relevant, significant changes. Please see a copy of the Governor's Order 1477 attached.

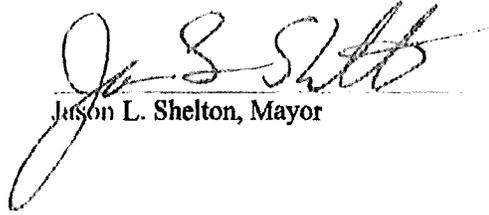
Additional information can be found at www.tupelonline.gov COVID-19 information landing page. If you have questions about business operations, please utilize the "Essential Businesses" tab. We are seeking clarification of some aspects of the Governor's Executive Order 1477 which we received today at 3:30 p.m. For instance, neither State Fire Marshall nor City of Tupelo Fire Department regulations maintain occupancy limits for "retail businesses". Updates will be forthcoming at the above website.

Pursuant to Miss. Code Anno §33-15-17(d)(1972 as amended), this Local Executive Order shall remain in full effect under these terms until reviewed, approved or disapproved at the first regular meeting following such Local Executive Order or at a special meeting legally called for such review.

The City of Tupelo reserves its authority to respond to local conditions as necessary to protect the health, safety and welfare of its citizens.



So ordered, this the 24th day of April, 2020.



Jason L. Shelton, Mayor

ATTEST:



Kim Hanna, CFO/City Clerk