

Renewal Declarations Businessowners Policy

Please read your policy



American Family Insurance Company
6000 American Parkway
Madison WI 53783

For customer service and claims service
24 hours a day, 7 days a week

1-800-MY AMFAM (1-800-692-6326)
amfam.com

Named Insured And Mailing Address

Foxwood Ranch HOA, INC.
10660 Barkley St Ste 200
Overland Park KS 66212-1861

Policy Information

Policy number	Policy period	Billing account number
91001-50034-43	1/19/2022 to 1/19/2023 12:01 A.M. Standard Time at your mailing address shown above.	621-458-976-38

Business and Operations Information

Year Started: 2020
Description of Business and Operations: HOA 194 lots
Form of Business: Corporation

Insurance applies only for coverages for which a limit of insurance or the word "Included" is shown unless coverage is provided by an endorsement. Blanket Insurance applies only for coverages for which a Blanket Limit of Insurance is shown.

As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

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

0000 00050023 000217 0000



Policy Number: 91001-50034-43

Premium Information	
Total Advance Premium Per Term (Excluding Surcharges and Terrorism):	\$5,055.41
Certified Acts of Terrorism Premium:	\$0.00
Total Advance Premium Per Term:	\$5,055.41
Premium with Customer Full Pay Discount (not available on policies billed to a Third Party):	\$4,805.07
This premium may be subject to adjustment. You may be charged a fee when: (a) you pay less than the full amount due; (b) your payment is late; and/or (c) when your bank does not honor your check or electronic payment. Refer to your Billing Notice for fee amounts.	

Policy Level Coverages	
Property Causes Of Loss	
Causes Of Loss	Risks of Direct Physical Loss
General Liability	
Liability And Medical Expense Limit	\$2,000,000 Per Occurrence
Medical Expense Limit	\$10,000
Other Than Products/Completed Operations Aggregate.....	\$4,000,000
Products/Completed Operations Aggregate	\$4,000,000
Hired Auto And Non-Owned Auto Liability	Refer to BP 04 04
Homeowners Association Enhancement	Refer to BPF 84 62
Identity Fraud Expense	Refer to BP 14 01

Agent Information

Jacob R Buttram Agency Inc

jbuttram@amfam.com

801 Main St Ste 100
 Grandview MO 64030-6302
 816-763-9114

AUTHORIZED
 REPRESENTATIVE

William B. Buttram
 President

REC
 Secretary

Policy Number: 91001-50034-43

Location 1 - Location Details	
Program: Homeowners Associations	
Location Address: 19030 MAHAFFIE ST SPRING HILL KS 66083-4594	
Location Description:	
Location 1 - Location Level Coverages	
Per Location Property Deductible (Apply Per Location, Per Occurrence)	
Deductible	\$1,000

0000 00060023 000217 0000



Policy Number: 91001-50034-43

Location 1 Building 1 - Building Level Details**Building Address:** 19030 MAHAFFIE ST SPRING HILL KS 66083-4594**Occupancy:** Club Houses**Building Interest:****Building Description:** Club House**Location 1 Building 1 - Building Level Coverages****Building**

Limit Of Insurance See Blanket Property Insurance

Equipment Breakdown Coverage applies.

Replacement Cost Coverage applies.

Business Personal Property

Limit Of Insurance \$78,000

Automatic Increase in Coverage 4%

Business Income Options

Extended Number of Days For Ordinary Payroll Expense 60 Days - Included

Extended Number of Days For Extended Business Income 60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance \$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days 12-Months

72 Hour Waiting Period Removed Refer to BP 04 41

Earthquake

Earthquake/Volcanic Action Percentage Deductible 20%

Water Back-Up And Sump Overflow (Building)

Building Limit \$15,000

Deductible \$1,000

Policy Number: 91001-50034-43

Location 1 Structures**Location 1 - Structure Level Coverages**

Valuation Method	Replacement Cost
Scheduled Structures	
Structure Description	Fences - pool fence
Limit Of Insurance	\$16,000
Structure Description	Swimming Pool (outdoor) - Pool
Limit Of Insurance	\$200,000
Structure Description	Whirlpool, Hot Tub, or Spa - in
Limit Of Insurance	ground hot tub
Structure Description	Playground Equipment (outdoor)
Limit Of Insurance	\$25,000
Structure Description	Entrance Monument
Limit Of Insurance	\$40,000
Structure Description	Monument Entrance
Limit Of Insurance	\$40,000
Earthquake	
Earthquake/Volcanic Action Percentage Deductible	20%
Equipment Breakdown Protection Coverage	Refer to BP 00 03

0000 00070023 000217 0000



Policy Number: 91001-50034-43

Blanket Property Insurance			
Blanket Number: 1		Limit Of Insurance: \$1,370,600	
The schedule below identifies blanketed property for Blanket Number 1			
Premises Number	Building Number	Location	Type of Covered Property
1	1	Location 1: 19030 MAHAFFIE ST, SPRING HILL, KS	Building
1	1	Location 1: 19030 MAHAFFIE ST, SPRING HILL, KS	Business Personal Property
1		Location 1: 19030 MAHAFFIE ST, SPRING HILL, KS	Scheduled Structures
See Blanket Coverage - Statement of Values for individual property details.			

BPF 84 66 Earthquake And Volcanic Eruption (Sub-Limit)		
Blanket Limits		
Blanket Number:		Blanket Earthquake - Volcanic Eruption Limit:
Premises Number	Building Number	Description Of Covered Property
Increase Annual Aggregate Limit <input type="checkbox"/> Yes <input type="checkbox"/> No		

Policy Number: 91001-50034-43

Forms And Endorsements		
Form Number	Edition Date	Title
BP 00 03	07 13	Businessowners Coverage Form
BP 04 04	01 10	Hired Auto And Non-Owned Auto Liability
BP 04 17	01 10	Employment-Related Practices Exclusion
BP 04 39	07 02	Abuse Or Molestation Exclusion
BP 04 41	07 13	Business Income Changes - Time Period
BP 04 93	01 06	Total Pollution Exclusion With A Building Heating Equipment Exception And A Hostile Fire Exception
BP 05 01	07 02	Calculation of Premium
BP 05 17	01 06	Exclusion - Silica Or Silica-Related Dust
BP 05 24	01 15	Exclusion Of Certified Acts Of Terrorism
BP 05 41	01 15	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
BP 05 98	07 13	Amendment Of Insured Contract Definition
BP 10 03	07 13	Earthquake
BP 14 78	07 13	Exclusion Of Loss Due To By-Products Of Production Or Processing Operations (Rental Properties)
BP 15 04	02 19	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
BP 85 04	07 10	Exclusion - Lead Liability
BP 85 05	07 98	Exclusion - Punitive Damages
BP 85 10	07 98	Other Insurance Limitation Liability And Medical Expenses
BP 85 12	01 06	Asbestos Exclusion
BP IN 01	07 13	Businessowners Coverage Form Index
BPF 80 01	08 18	Businessowners Policy Jacket
BPF 80 03	08 18	Businessowners Coverage Form Changes
BPF 81 02	08 18	Property Coverage Changes
BPF 81 10	08 18	Kansas Changes
BPF 84 10	08 18	Business Personal Property Automatic Increase In Coverage
BPF 84 11	08 18	Building Limit Inflation Protection Coverage
BPF 84 21	08 21	Water Back-Up and Sump Overflow
BPF 84 62	08 21	Homeowners Association Enhancement Endorsement
BPF 85 25	08 18	Marijuana Exclusion
BPF 86 03	08 18	Roof Surfacing Loss Payment Schedule
BPF 86 13	08 18	Statement of Values - Blanket Coverages
PLCF 28833	12 20	Offer Of Terrorism Insurance Coverage And Disclosure Of Premium

0000 00080023 000217 0000



Policy Number: 91001-50034-43

The complete policy consists of these declarations and the forms and endorsements at the time of issue.

Each paid claim under **Section II - Liability** and **Medical Expenses** coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to **Section II - Liability** in the BUSINESSOWNERS COVERAGE FORM and any attached endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

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

Georgia, Illinois, Iowa, Missouri, Oregon, Washington, Wisconsin

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

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

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

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

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

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

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

1. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

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

2. **Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph B.1. applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Additional Coverages.

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

0000 00090023 000217 0000



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

1. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

2. The following definition is added:

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

POLICY NUMBER: 91001-50034-43

BUSINESSOWNERS
BP 14 78 07 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF PRODUCTION OR
PROCESSING OPERATIONS (RENTAL PROPERTIES)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Description Of Rental Unit
1	1	Club Houses
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Section I – Property is amended as follows:

- A.** The terms of this endorsement apply to the rental unit(s) described in the Schedule, and to the building(s) in which such unit(s) are located, including any contents of such unit(s) and building(s), all of which constitute the described premises for the purpose of this endorsement.
- B.** We will not pay for 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 unit(s) described in the Schedule. This exclusion applies regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.

This exclusion does not apply to loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation.

- C.** If the loss or damage described in Paragraph B. of this endorsement results in Business Income loss or Extra Expense, there is no coverage for such loss or expense under the Business Income or Extra Expense Additional Coverages.
- D.** The conduct of a tenant's production or processing operations will not be considered to be vandalism of the rental premises regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.

0000 00100023 000217 0000



POLICY NUMBER: 91001-50034-43

BUSINESSOWNERS
BPF 84 21 08 21**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WATER BACK-UP AND SUMP OVERFLOW (BUILDING)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The coverages provided in this endorsement will not trigger any other policy coverages that are outside of this endorsement.

SCHEDULE

Premises Number	Building Number	Covered Property Annual Aggregate Limit Of Insurance
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Section I - Property is amended as follows:

A. We will pay for direct physical loss or damage to Buildings and Business Personal Property covered under **Section I - Property**, caused by or resulting from:

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

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

B. Loss or damage which occurs or is in progress within five (5) days of the effective date of this endorsement is not covered.

C. The coverage described in Paragraph **A.** of this endorsement does not apply to loss or damage resulting from:

1. An insured's failure to keep a sump pump or its related equipment in proper working condition;
2. An insured's failure to perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions; or
3. Sump pump failure which is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.

D. With respect to the coverage provided under this endorsement, only the following Additional Coverages apply:

1. Paragraph **a. Debris Removal** of Section 5.

Additional Coverages;

2. Paragraph **f. Business Income** of Section 5. **Additional Coverages;** and
3. Paragraph **g. Extra Expense** of Section 5. **Additional Coverages.**

The Annual Aggregate Limit Of Insurance shown in the above Schedule for each Building identified in the Schedule, for Water Back-up And Sump Overflow is the most we will pay under this endorsement for that Building, including these Additional Coverages.

E. The applicable Annual Aggregate Limit Of Insurance shown in the above Schedule for each Building for Water Back-up And Sump Overflow is the most we will pay under this endorsement for the total of all direct physical loss or damage sustained in any one policy period to that Building, regardless of the number of occurrences that cause or result in loss or damage. If loss payment for the first such occurrence does not exhaust the applicable Annual Aggregate Limit Of Insurance shown in the Schedule for a Building, then the balance of that Building limit is available for subsequent loss or damage sustained in, but not after, that policy period for that same Building. With respect to an occurrence which begins in one policy period and continues or results in additional loss or damage in a subsequent policy period(s), all loss or damage is deemed to be sustained in the policy period in which the occurrence began.

F. With respect to the coverage provided under this endorsement, Paragraph **1.g. Water** of **B. Exclusions** in **Section I - Property** is replaced by the following:

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 under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or
4. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1. or 3., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 4., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain

the water.

But if any of the above, in Paragraphs 1. through 4., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- G. For the purposes of this endorsement, the term drain includes a roof drain and related fixtures.
- H. With respect to the coverage provided under this endorsement, Paragraph **D.1. Deductibles**, is replaced with the following:
 1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Water Back-up And Sump Overflow Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Water Back-up And Sump Overflow Deductible up to the applicable Annual Aggregate Limit Of Insurance shown in the Schedule for the Building identified in the Schedule for Water Back-up And Sump Overflow loss or damage.

0000 00110023 000217 0000



POLICY NUMBER: 91001-50034-43

BUSINESSOWNERS
BPF 86 13 08 18**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BLANKET COVERAGE - STATEMENT OF VALUES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Blanket Number	Premises Number	Building Number	Location	Covered Property Type	Description Of Covered Property	Value
1	1	1	Location 1: 19030 MAHAFFIE ST, SPRING HILL, KS	Building	Club Houses	\$956,600
1	1	1	Location 1: 19030 MAHAFFIE ST, SPRING HILL, KS	Business Personal Property		\$78,000
1	1		Location 1: 19030 MAHAFFIE ST, SPRING HILL, KS	Scheduled Structures	Fences - pool fence; Swimming Pool (outdoor) - Pool; Whirlpool, Hot Tub, or Spa - in ground hot tub; Playground Equipment (outdoor); Entrance Monument; Monument Entrance	\$336,000

Blanket coverage is only available for property types of: Buildings, Scheduled Structures, Unscheduled Structures and Business Personal Property.

The most we will pay for loss or damage in any one occurrence is the applicable blanket Limit of Insurance shown in the Declarations.

Loss Payment Penalties may apply if property is not insured to at least 80% of replacement cost value at the time of loss.

Applicant or Insured	Producer
<p>All property values submitted are 100% of the replacement cost value to the best of my knowledge and American Family can rely upon my statements in providing blanket coverage.</p> <p>Signed: _____</p> <p>Name: <u>Foxwood Ranch HOA, INC.</u></p> <p>Title: _____</p> <p>Date: _____</p>	<p>I have explained to the insured the Loss Payment Penalties that may apply if the property is not insured to 80% of replacement cost value.</p> <p>Signed: _____</p> <p>Name: <u>Jacob R Buttram Agency Inc</u></p> <p>Producer ID: <u>21973</u></p> <p>Date: _____</p>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY COVERAGE CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Paragraph A.1. Covered Property in Section I - Property is replaced by the following:

1. Covered Property

Covered Property includes Buildings as described under Paragraph a. below, Scheduled Structures as described under Paragraph b. below, Unscheduled Structures as described under Paragraph c. below, and Business Personal Property as described under Paragraph d. below, or any combination thereof, depending on whether a Limit Of Insurance is shown in the Declarations for that type of property.

Regardless of whether coverage is shown in the Declarations for Buildings, Scheduled Structures, Unscheduled Structures, and Business Personal Property, or any combination thereof, there is no coverage for property described under Paragraph 2. **Property Not Covered.**

a. Buildings, meaning the buildings at the premises described in the Declarations, including:

(1) Your personal property furnished by you as landlord in:

- (a) Common areas, or**
- (b) Apartments or rooms, only when a signed lease agreement describes the apartments or rooms as furnished.**

This does not include:

- (1) Scheduled Structures; or**
- (2) Unscheduled Structures.**

b. Scheduled Structures, meaning the listed structures at the premises described in the Declarations.

This does not include:

- (1) Buildings; or**
- (2) Unscheduled Structures.**

Buildings as described in Paragraph a. above or Scheduled Structures as described in Paragraph b. above that are damaged by a Covered Cause of Loss include:

- (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 Buildings, Scheduled Structures or the premises, including:

- (a) Fire extinguishing equipment;**
- (b) Outdoor furniture;**
- (c) Floor coverings;**
- (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering; and**
- (e) Maintenance equipment**

But the most we will pay for the loss of maintenance equipment caused by or resulting from any Covered Cause of Loss is \$25,000 for any one occurrence.

(5) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the Buildings or Scheduled Structures; and

(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 Buildings or Scheduled Structures.

c. Unscheduled Structures, meaning any structures at the premises not otherwise described in the Declarations that are:

- (1) Permanently affixed to the land; and**
- (2) Have a replacement cost value of less than \$25,000 at the time of loss.**

This does not include:

- (1) Buildings;**
 - (2) Scheduled Structures;**
 - (3) Any structure with a permanent:**
 - (a) Roof; and**
 - (b) Exterior walls enclosing at least three sides of the structure;**
- Including but not limited to detached garages, maintenance buildings, sheds and pool houses;
- (4) Any outdoor signs;**
 - (5) Any street lights;**

0000 00120023 000217 0000



- (6) Any streets, sidewalks, curbs or other paved surfaces; or
- (7) Any underground pipes, pump houses, wells or related equipment that are not Buildings or Scheduled Structures.
- d. Business Personal Property located in or on the Buildings, Scheduled Structures or Unscheduled Structures at the described premises or in the open (or in a vehicle) within 100 feet of the Buildings, Scheduled Structures or Unscheduled Structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, including:
 - (1) Property you own that is used in your business;
 - (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph E.5.d.(3)(b);
 - (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the Buildings, Scheduled Structures or Unscheduled Structures you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
 - (4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph A.1.d.(2); and
 - (5) Exterior building glass, if you are a tenant and no Limit Of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

B. Paragraph A.2.e. Property Not Covered in Section I - Property is replaced by the following:

- e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants which are part of a vegetated roof), all except as provided in:

- (1) Paragraph A.1.b. Scheduled Structures;
- (2) Paragraph A.1.c. Unscheduled Structures;
 - (a) Outdoor fences; and
 - (b) Radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
- (3) Outdoor Property Coverage Extension; or
- (4) Outdoor Signs Optional Coverage;

C. The following applies to outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers when coverage is provided under Paragraph A.1.b. Scheduled Structures:

- 1. We will pay for direct physical loss of or damage to all outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers at the described premises:
 - a. Owned by you; or
 - b. Owned by others but in your care, custody or control.
- 2. Paragraph A.2.e. **Property Not Covered in Section I - Property** does not apply to this coverage.
- 3. Paragraph B.1. **Exclusions in Section I - Property** does not apply to this coverage except for:
 - a. Paragraph B.1.c. **Governmental Actions**;
 - b. Paragraph B.1.d. **Nuclear Hazard**; and
 - c. Paragraph B.1.f. **War and Military Action**.
- 4. Paragraphs B.2. and B.3. **Exclusions in Section I - Property** do not apply to this coverage except for Paragraph B.2.i. which is replaced by the following:
 - I. Other Types Of Loss**
We will not pay for loss or damage caused by or resulting from:
 - (1) Wear and tear;
 - (2) Hidden or latent defect;
 - (3) Rust;
 - (4) Corrosion;
 - (5) Deterioration;
 - (6) "Fungi";
 - (7) Decay; or
 - (8) Mechanical Breakdown.
- 5. The provisions of this coverage supersede all other references to outdoor fences, radio or television antennas (including satellite dishes) and their

lead-in wiring, masts or towers in this policy.

0000 00130023 000217 0000



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING LIMIT INFLATION PROTECTION COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I - Property is amended as follows:

C. Limits Of Insurance

Paragraph **4. Building Limit - Automatic Increase** is replaced by the following:

4. Building Limit - Inflation Protection Coverage. We may increase limits at each renewal for Buildings and Scheduled Structures only as shown in the Declarations. We base increases on inflation cost indexes. We will round any increases in limits to the next highest \$100. Premium will change accordingly. Your payment of the renewal premium indicates your acceptance of any adjusted limits.

We will not reduce the Limit of Insurance to less than that previously specified without your consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOMEOWNERS ASSOCIATION ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Except for the coverages provided by this endorsement, this endorsement will not result in expanded or additional covered causes of loss.

Your Deductible as specified in Paragraph **D. Deductibles** of **Section I - Property** will apply for enhancement coverages, unless otherwise specified in this endorsement. If two or more deductibles apply to a loss for a single occurrence, then only the largest of the applicable deductibles will apply.

A. Section I - Property is amended as follows:

1. Accounts Receivable

The additional limit of \$10,000 shown in Paragraph **f. Accounts Receivable** under **6. Coverage Extensions** for loss or damage in any one occurrence at the described premises is replaced by \$100,000. For accounts receivable not at the described premises, the limit of \$5,000 is replaced by \$100,000.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

2. Arson Reward

We will provide a reward in the amount of up to \$5,000 for information which leads to an arson conviction in connection with a covered fire loss.

No deductible applies to this coverage.

This is additional insurance.

3. Debris Removal

a. The limit of \$25,000 shown in Paragraph **a. Debris Removal** under **5. Additional Coverages** is replaced by \$50,000.

b. We will also pay up to \$2,000 for the costs you incur at each premises to remove debris of outdoor trees, shrubs or plants that are blown onto your premises by wind.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

4. Described Premises

The limitation of being within 100 feet of the described premises shown in Paragraph **b.** under **1. Covered Property** for Business Personal Property is replaced by 1,000 feet.

5. Electronic Data

The limit of \$10,000 shown in Subparagraph **(3)** of Paragraph **p. Electronic Data** under **5. Additional Coverages** is replaced by \$25,000.

6. Fine Arts

a. We will pay for direct loss of or damage to fine arts, whether owned by:

(1) You; or

(2) Others, while in your care, custody or control.

b. Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures, and fragile property such as porcelains, china and marble.

c. The most we will pay for loss in any one occurrence under this Coverage Extension is \$25,000 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. The amount payable under this Additional Coverage is additional insurance over the insurance available for Business Personal Property.

d. The value of fine arts will be the least of the following amounts:

(1) The actual cash value of that property at the time of loss;

(2) The cost of reasonably restoring that property to its condition immediately before the loss; or

(3) The cost of replacing that property with substantially identical property.

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

f. You must arrange for fine arts to be packed and unpacked by competent packers.

g. The following is added to Paragraph **5. Loss Payment** under **E. Property Loss Conditions**:

i. In case of loss to any part of a pair or set, we will pay the least of:

(1) The cost to repair or replace any part to restore the pair or set to its value before the loss; or

0000 00140023 000217 0000



- (2) The difference between the value of the pair or set before and after the loss.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

This is additional insurance.

7. Fire Department Service Charge

The limit of \$2,500 shown in Paragraph c. **Fire Department Service Charge** under 5. **Additional Coverages** is replaced by \$25,000.

No deductible applies to this coverage.

8. Fire Extinguisher Systems Recharge Expense

The limit of \$5,000 shown in Paragraph o. **Fire Extinguisher Systems Recharge Expense** under 5. **Additional Coverages** is replaced by \$10,000.

No deductible applies to this coverage.

9. Identity Fraud Expense Coverage

- a. We will pay up to \$25,000 for the sum of all "expenses" incurred by you as the direct result of all acts of "identity fraud" first discovered or learned of during the policy period.
- b. We will pay up to \$5,000 for the sum of all additional advertising expenses you incur to restore your reputation as the result of all acts of "identity fraud" first discovered or learned of during the policy period.
- c. Regardless of the number of claims you make:
 - (1) The Identity Fraud Expense Aggregate Limit shown above is the most we will pay for the sum of all "expenses", and
 - (2) \$5,000 is the most we will pay for the sum of all additional advertising expenses.

These limits are the most we will pay as a result of all acts of "identity fraud" which are first discovered or learned of during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against you, is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by endorsement for this coverage.

The deductible of \$250 applies to this coverage.

This is additional insurance.

- d. With respect to the coverage provided by this endorsement, the following is added to Paragraph 2. under **B. Exclusions**:

We will not pay for:

- (1) Due to any fraudulent, dishonest or criminal act by:

(a) You, your partners, "members", officers, "managers", directors, trustees; or

(b) Any authorized representative of yours, but only if such act was committed with the knowledge or consent of you, your partners, "members", officers, "managers", directors or trustees,

whether acting alone or in collusion with others.

In the event of any such act, no insured is entitled to "expenses" or additional advertising expenses, including insureds who did not commit or conspire to commit the act causing the "identity fraud".

- (2) Loss other than "expenses" or additional advertising expenses.

- e. With respect to the coverage provided by this endorsement, Paragraph **D. Deductibles** is replaced as follows:

We will not pay for "expenses" or additional advertising expenses until the amount of "expenses" and advertising expenses exceeds \$250. We will then pay the amount of "expenses" and additional advertising expenses in excess of the deductible up to the applicable Limit of Insurance provided in this endorsement.

No other deductible applies to Identity Fraud Expense Coverage.

- f. The following is added to Paragraph **3. Duties In The Event Of Loss Or Damage** under **E. Property Loss Conditions**:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" or additional advertising expenses under Identity Fraud Expense Coverage.

- g. If the **Employee Dishonesty** Optional Coverage is shown as an applicable coverage in the Declarations, the coverage provided by this endorsement does not apply to any loss payable under that

Employee Dishonesty Optional Coverage.**h. The following definitions are added to Paragraph H. Definitions:****(1) "Expenses" means:**

- (a)** Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
- (b)** Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
- (c)** Costs for obtaining credit reports.
- (d)** Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies or legal counsel, up to a maximum payment of \$250 per day.
Total payment for lost income is not to exceed \$10,000.
- (e)** Loan application fees for reapplying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- (f)** Reasonable attorney fees incurred as a result of "identity fraud" to:
 - (i)** Defend lawsuits brought against you by merchants, vendors, suppliers, financial institutions or their collection agencies;
 - (ii)** Remove any criminal or civil judgments wrongly entered against you; and
 - (iii)** Challenge the accuracy or completeness of any information in a consumer credit report.
- (g)** Charges incurred for long distance telephone calls to merchants, vendors, suppliers, customers, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity fraud".

(2) "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means

of identification of your business, as described in the Declarations, with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

10. Increase In Rebuilding Expenses Following Disaster (Additional Expense Coverage On Annual Aggregate Basis)

- a.** This coverage applies with respect to a covered loss to a Building identified in the Declarations.
Coverage for the loss is determined in accordance with all applicable policy provisions except as otherwise provided under this coverage.
- b.** The Covered Causes of Loss (including related endorsements, if any) otherwise applicable to a Building listed in the Declarations will apply to this coverage with respect to that Building.
- c.** The Additional Expense Coverage provided under this coverage applies if all of the following conditions are met, subject to all limitations of this coverage:
 - (1)** The event that caused the covered loss:
 - (a)** Results in declaration of a state of disaster by federal or state authorities; or
 - (b)** Occurs in close temporal proximity to the event that resulted in declaration of disaster by federal or state authorities;
 - (2)** Expenses for labor and building materials for repair or replacement of the damaged property increase as a result of the disaster and the total cost of repair or replacement exceeds the applicable Limit of Insurance due to such increases in expenses;
 - (3)** You elect to repair or replace the damaged Building; and
 - (4)** You notified us, within 30 days of completion, of any improvements, alterations or additions to the Building which increase the replacement cost of the Building by 5% or more, and allowed us to adjust the Limit of Insurance, if necessary, to maintain the required insurance-to-value level.

0000 00150023 000217 0000



- d. When the cost of repair or replacement increases in accordance with the terms of this coverage, we will pay the increased expenses actually incurred, up to the maximum amount of Additional Expense Coverage.

- e. The maximum amount of Additional Expense Coverage available for the extra expense of repair or replacement of a Building shown in the Declarations is determined in accordance with the following provisions:

- (1) Apply the applicable percentage of 10%: for any Building to:

- (a) The Limit of Insurance shown in the Declarations as applicable to the Building when such limit covers only that Building (exclusive of contents); or

- (b) The value of the Building when insurance is written on a blanket basis. (For the purpose of this endorsement, Blanket insurance covers two or more Buildings, or Building(s) and its contents, under a single Limit of Insurance.)

However, if the Building is subject to a lower Limit of Insurance (sub-limit) for the Covered Cause of Loss that caused the loss, then the applicable percentage indicated in this endorsement will be applied to that sub-limit.

- (2) If a penalty for inadequate insurance applies to the covered loss to the Building in accordance with the terms of this policy, then the maximum amount of Additional Expense Coverage will be decreased in the same proportion. (In determining compliance with the policy's insurance-to-value requirement, the increase in expenses attributable to the disaster will be disregarded.)

f. Annual Aggregate

The following applies when payments are made under this endorsement as a result of one or more covered events in an annual policy term:

- (1) When payments reach the maximum amount of Additional Expense Coverage, such coverage will not apply to a

subsequent event which occurs in the same annual policy term.

- (2) When payments total less than the maximum amount of Additional Expense Coverage, the balance will be available for additional expenses incurred in a subsequent event which occurs in the same annual policy term.

g. Debris Removal

Up to 20% of the amount payable for Additional Expense Coverage may be used to cover debris removal expense associated with the covered loss.

This does not increase the maximum amount of Additional Expense Coverage.

h. Ordinance Or Law

When a Building shown in the Declarations is also covered for Coverage 3 - Increased Cost Of Construction Coverage under the Ordinance Or Law Coverage endorsement (if a part of this policy), up to 20% of the amount payable for Additional Expense Coverage may be used to cover costs payable under Coverage 3. - Increased Cost of Construction Coverage.

This does not increase the maximum amount of Additional Expense Coverage.

i. Newly Acquired Or Constructed Buildings

When a newly acquired or constructed Building is covered under the terms of the Newly Acquired or Constructed Property Coverage Extension, then the percentage shown in this endorsement for any Building will be applied to the applicable Limit of Insurance for newly acquired or constructed Buildings. The result is the amount of Additional Expense Coverage applicable to the newly acquired or constructed Building, subject to all other terms of this endorsement.

- j. In determining the expenses payable under this endorsement we will deduct any expenses recovered under the Business Income and Extra Expense Additional Coverages.

This is additional insurance.

11. Newly Acquired Or Constructed Buildings

The limit of \$250,000 shown in Subparagraph (1) Buildings of Paragraph a. Newly Acquired Or Constructed Property under 6.

Coverage Extensions is replaced by \$300,000.

The limit of \$100,000 shown in Subparagraph (2) **Business Personal Property** of Paragraph a. **Newly Acquired Or Constructed Property** under 6. **Coverage Extensions** is replaced by \$150,000.

12. Outdoor Fences And Walls

- a. We will pay for direct physical loss of or damage to all outdoor fences and walls at the described premises:
 - (1) Owned by you; or
 - (2) Owned by others but in your care, custody or control.
- b. Paragraphs **A.3. Covered Causes Of Loss** and **B. Exclusions** do not apply to this coverage, except for Paragraphs:
 - (1) **B.1.c. Governmental Action;**
 - (2) **B.1.d. Nuclear Hazard;** and
 - (3) **B.1.f. War And Military Action.**
- c. We will not pay for loss or damage caused by or resulting from:
 - (1) Wear and tear;
 - (2) Hidden or latent defect;
 - (3) Rust;
 - (4) Corrosion; or
 - (5) Mechanical breakdown.
- d. The most we will pay for loss or damage in any one occurrence is \$15,000.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by endorsement for this coverage.

This is additional insurance.

13. Outdoor Signs

- a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:
 - (1) Owned by you; or
 - (2) Owned by others but in your care, custody or control.
- b. Paragraphs **A.3. Covered Causes Of Loss** and **B. Exclusions** do not apply to this Optional Coverage, except for Paragraphs:
 - (1) **B.1.c. Governmental Action;**
 - (2) **B.1.d. Nuclear Hazard;** and
 - (3) **B.1.f. War And Military Action.**
- c. We will not pay for loss or damage caused by or resulting from:
 - (1) Wear and tear;
 - (2) Hidden or latent defect;
 - (3) Rust;
 - (4) Corrosion; or

(5) Mechanical breakdown.

- d. The most we will pay for loss or damage in any one occurrence is \$25,000.

The Optional Coverages deductible applies to this coverage.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

14. Outdoor Trees, Shrubs Or Plants

The limit of \$2,500 shown in Paragraph c. **Outdoor Property** under 6. **Coverage Extensions** for Outdoor Trees, Shrubs or Plants only, is replaced by \$5,000, but not more than \$1,000 for any one tree, shrub or plant.

15. Personal Property Off Premises

The limit of \$10,000 shown in Paragraph b. **Personal Property Off Premises** under 6. **Coverage Extensions** is replaced by \$25,000.

16. Pollutant Clean Up And Removal

The limit of \$10,000 shown in Paragraph h. **Pollutant Clean-up And Removal** under 5. **Additional Coverages** is replaced by \$35,000.

17. Surge Protection

- a. We will pay for loss of or damage to Electronic Data Processing Equipment caused by or resulting from a power supply disturbance when the Electronic Data Processing Equipment is connected to a functioning surge protection device.
- b. Only as used in this endorsement:
 - (1) **Electronic Data Processing Equipment** means equipment commonly referred to as hardware such as central processing units, monitors, keyboards, printers, tape or disk drives, modems and similar electronically controlled equipment that accepts information, processes it according to a plan and produces a desired result.
 - (2) **Power supply disturbance** means interruptions of power supply, power surge, blackout or brownout.
 - (3) **Surge Protection device** means any transient voltage surge suppression device or system which limits surge voltage surge suppression device or system which limits surge voltages by discharging or bypassing surge current and prevents continued

0000 00160023 000217 0000



flow of current while remaining capable of repeating these functions.

The surge protection device must:

- (a) Be UL listed; and
- (b) Have a properly connected ground wire extended to the surge protection device. (This may be demonstrated through use of a site wiring fault indicator light on the surge protection device.)

A multiple outlet power strip is not considered a surge protection device.

The most we will pay for loss or damage in any one occurrence is \$15,000.

This is additional insurance.

18. Utility Services - Direct Damage And Time Element

- a. We will pay for loss of or damage to Covered Property, and Business Income or Extra Expense caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following:

- (1) Water Supply Property, meaning the following types of property supplying water to the described premises:

- (a) Pumping stations;
- (b) Water mains; and
- (c) 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.

- (2) Communication Supply Property, 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; or

- (c) Microwave radio relays except satellites.

- (3) Power Supply Property, meaning the following types of property, located outside of a covered Building that supply electricity, steam or gas to the described premises:

- (a) Utility generating plants;

- (b) Switching stations;

- (c) Substations;

- (d) Transformers; or

- (e) Transmission lines.

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

- c. Paragraph H.9.a.(1)(a) of the "Period of Restoration definition is replaced by the following:

- (a) Immediately after the time of direct physical loss or damage for Business Income Coverage; or

- d. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$25,000 for direct damage to Covered Property and \$25,000 for Business Income and Extra Expense.

Coverage under this endorsement does not apply to loss or damage 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".

This is additional Insurance.

19. Valuable Papers And Records

The limit of \$10,000 for coverage at the described premises shown in Paragraph e.(3) **Valuable Papers And Records** under 6. **Coverage Extensions** is replaced by \$100,000. For "valuable papers and records" not at the described premises, the limit of \$5,000 is replaced by \$100,000.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

B. Section II - Liability is amended as follows:

1. The following is added to Paragraph A.
Coverages of Section II - Liability:

a. Damage to Property of Others

- (1) We will pay for property damage to property of others caused by an insured. This coverage applies even if the insured is not negligent or legally liable.

At our option, we will either:

- (a) Pay the actual cash value of the property; or
- (b) Repair or replace the property with other property of like kind and quality.

We will not pay for property damage:

- (a) To the extent of any amount recoverable under **Section I - Property** of this policy;
- (b) When the claimant will collect for damages from any other insurance policy;
- (c) Caused intentionally by any insured who has attained the age of 13; or

resulting from:

- (a) Business pursuits;
- (b) Work performed for you or on your behalf by a subcontractor;
- (c) Any act or omission in connection with any premises

owned, rented or controlled by any insured, other than an insured premises; or

- (d) The ownership, maintenance or use of any aircraft, watercraft, iceboat or land vehicle that is motor- or engine-propelled other than a golf cart.

- (2) The most we will pay for property damage to personal property of others in your care, custody or control is \$10,000 per occurrence.

C. Section III - Common Policy Conditions (Applicable To Section I - Property And Section II - Liability) is amended as follows:

1. Identity Fraud Expense Coverage

With respect to Identity Fraud Expense Coverage provided by this endorsement, Paragraph **H. Other Insurance** is replaced by the following:

H. Other Insurance

The coverage provided under this endorsement will be excess over any other insurance or agreement covering the same loss or damage, whether you can collect on it or not. But we will not pay more than the applicable limit of insurance provided under this endorsement.

0000 00170023 000217 0000



BUSINESSOWNERS
BP 05 41 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

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

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

b. Protracted and obvious physical disfigurement; or

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

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

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

B. The following definitions are added:

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

0000 00180023 000217 0000



2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Policy.

POLICY NUMBER:

BUSINESSOWNERS
BP 04 04 01 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM**SCHEDULE**

Coverage	Additional Premium
A. Hired Auto Liability	\$
B. Non-owned Auto Liability	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. Hired Auto Liability

The insurance provided under Paragraph A.1. **Business Liability** in **Section II – Liability** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-owned Auto Liability

The insurance provided under Paragraph A.1. **Business Liability** in **Section II – Liability** applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

B. For insurance provided by this endorsement only:

1. The exclusions under Paragraph B.1. Applicable To Business Liability Coverage in Section II – Liability, other than Exclusions a., b., d., f. and i. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. "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:

(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 injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

b. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

0000 00190023 000217 0000



2. Paragraph C. Who Is An Insured in Section II – Liability is replaced by the following:

1. Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto":
 - (1) Any partner or "executive officer" of yours; or
 - (2) Any "employee" of yours;
 - but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

2. None of the following is an insured:

- a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;

c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or

e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. For the purposes of this endorsement only, Paragraph **H. Other Insurance in Section III – Common Policy Conditions** is replaced by the following:

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

D. The following additional definitions apply:

- 1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
- 3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

**BUSINESSOWNERS
BP 04 41 07 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME CHANGES – TIME PERIOD

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I – Property is amended as follows:

- A. Paragraph A.5.i. Civil Authority** Additional Coverage is amended by deleting the second and third paragraphs and replacing them with the following:

This coverage will apply for a period of up to four consecutive weeks from the date of that action.

- B. Paragraph (a) under Paragraph A.5.m.(6) Business Income From Dependent Properties** Additional Coverage is replaced by the following:

- (a) Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises of the dependent property or secondary dependent property; and

- C. Paragraph H.9.a.(1)(a)** of the "period of restoration" definition is replaced by the following:

- (a) Immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; or

0000 002000023 000217 0000



**BUSINESSOWNERS
BP 04 39 07 02**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following applies to Section II – Liability and supersedes any provision to the contrary:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (a)** The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (b)** The negligent:
 - (i)** Employment;

- (ii)** Investigation;
- (iii)** Supervision;
- (iv)** Reporting to the proper authorities, or failure to so report; or
- (v)** Retention;
of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **(a)** above.

BUSINESSOWNERS
BP 10 03 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I – Property is amended as follows:

A. With respect to the coverage provided under this endorsement, the following are considered Covered Causes of Loss:

1. Earthquake.
2. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.

B. All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period.

C. With respect to the coverage provided by this endorsement, we will not pay for loss or damage caused by or resulting from any Earthquake or Volcanic Eruption that begins before the inception of this insurance.

But, if this policy replaces earthquake insurance that excludes loss or damage that occurs after the expiration of the policy we will pay for loss or damage by Earthquake or Volcanic Eruption that occurs on or after the inception of this insurance, if the series of Earthquake shocks or Volcanic Eruptions began within 168 hours prior to the inception of this insurance.

D. To the extent that Exclusion **B.1.b. Earth Movement** might conflict with coverage provided under this endorsement, that exclusion does not apply.

E. Paragraph **D. Deductibles** is replaced by the following for Earthquake and Volcanic Eruption:

D. Deductibles

1. We will subtract a sum from the amount of loss or damage in any one occurrence.

a. The sum we subtract from each separate item will be a percentage of its value. The applicable percentage is shown in the Declarations.

b. This Deductible applies separately to the following:

- (1) Each building or structure;
- (2) The contents of each building or structure; and
- (3) Personal property in the open.

Example:

When:

The value of the property is \$100,000

The Earthquake Deductible is 5%

The amount of loss is \$ 20,000

Step (a): $\$100,000 \times 5\% = \$5,000$

Step (b): $\$20,000 - \$5,000 = \$15,000$

The most we will pay is \$15,000. The remaining \$5,000 is not covered because of the Deductible.

2. No deductible applies to the following Additional Coverages:

- a.** Business Income;
- b.** Extra Expense; and
- c.** Civil Authority.

F. The following is added to Paragraph **C. Limits Of Insurance**:

The applicable Building and/or Business Personal Property Limit Of Insurance shown in the Declarations that applies to coverage under this endorsement also applies to the Business Income and Extra Expense Additional Coverages.

0000 00210023 000217 0000



FACTS**WHAT DOES AMERICAN FAMILY INSURANCE DO
WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
-------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Credit history and credit based insurance scores • Drivers license records and claims history <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
--------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Family Insurance chooses to share; and whether you can limit this sharing.
-------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Reasons we can share your personal information	Does American Family Insurance share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	<p>Call 1-888-312-2263 – when prompted you will be asked to provide your first name, middle initial (if applicable), last name, address, city, state and at least one of your policy numbers. Please also indicate if you are requesting to limit sharing for others on your policies. Please indicate their full names.</p> <p>Please note:</p> <p>If you are a new customer, or receiving this notice from us for the first time, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
-----------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Questions?	Please go to our website at www.amfam.com/privacy-security
-------------------	----------------------------------------------------------------------------------------------------------------

Who we are	
Who is providing this notice?	This privacy notice is provided by American Family Mutual Insurance Company, S.I. and the affiliates as listed under the "Other important information" section of this notice (referred to collectively as "American Family Insurance").

0000 00220023 000217 0000



What we do	
How does American Family Insurance protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Family Insurance collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Apply for insurance • Pay insurance premiums • File an insurance claim • Give us your contact information • Use your credit or debit card
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)
What happens when I limit sharing for an account I hold jointly with someone else?	Your limit-sharing request will only apply to the names received in your request.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • The affiliates of American Family Mutual Insurance Company, S.I. include the companies identified under the "Other important information" section of this notice, and other affiliated companies within Homesite Group Incorporated and PGC Holdings Corp.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates we share with can include our sales agents, mortgage companies and direct marketing companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include other financial services companies and insurance companies.

Other important information	
For Nevada residents only. You have the right to place your telephone number on American Family Insurance's internal do not call list, which means we can contact you by telephone only in response to a specific request from you for information or in order to service any existing American Family Insurance business. For additional information about the Nevada do not call requirements, or to add your telephone number to our internal do not call list, contact American Family Insurance at 1-877-216-9232. For information on the Nevada state do not call law, contact the Nevada Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Ste. 3900, Las Vegas, NV 90101, Phone: 1-702-486-3132, email: BCPINFO@ag.state.nv.us	
For Vermont residents only. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.amfam.com/privacy-security or call 1-800-692-6326.	
For Georgia residents only. NOTICE: The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.	
For New Mexico residents only. We are prohibited from disclosing information related to domestic abuse. In New Mexico an individual has certain rights as a Protected Person under N.M. Admin Code 13.7.5 and N. M. S. A 1978, § 59A-16B-4. If you would like to exercise any of those rights or want an explanation of those rights, please contact American Family Insurance at 1-800-MYAMFAM ext. 78082.	

Other important information – continued

For our customers in AK, AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, SC and VA only.

You have the right to review information in your file. You may do so by writing to us at the address at the end of this section and providing us with your complete name, address, date of birth, and all policy numbers under which you are insured. Within 30 days of receipt of your request, we will contact you and inform you of the nature of recorded information that can be reasonably located and retrieved about you in our files. If you believe there is information in our file that is incorrect, you have the right to notify us and request that it be corrected, amended or deleted from your file. Use this address for requesting information in your file or for questions about the information in your file: **American Family Insurance, Attn: Consumer Affairs Department, 6000 American Pkwy., Madison, Wisconsin 53783-0001.**

American Family Insurance Legal Entities:

In addition to American Family Mutual Insurance Company, S.I., this privacy notice is provided by the following companies, which are all affiliates of American Family Mutual Insurance Company, S.I.: American Standard Insurance Company of Wisconsin, American Family Life Insurance Company, American Family Brokerage, Inc., American Family Insurance Company, American Standard Insurance Company of Ohio, and Midvale Indemnity Company. All companies are collectively referred to as "American Family Insurance" in this notice.

5000 00230023 000217 0000

