August 18, 2026

APPLE GLEN WEST HOMEOWNER'S ASSOCIATION
INC
C/O HOA SERVICES
2350 HONEYCRISP DR
GRAND JUNCTION CO 81505

Policy Number: FG0397

Dear Policyholder:

Thank you for insuring with Acuity.

With Acuity, you can expect fast and fair claims service. You can also expect competitive rates and coverage, a willingness to listen and respond, prompt and accurate policy processing, a highly competent and courteous staff, financial strength and a wide range of flexible billing options.

We really do appreciate your business. If you have any questions or problems relating to your insurance, please do not hesitate to contact us.

It is our pleasure to serve you!

Acuity

Represented by

KNODE & ASSOCIATES LLC
331 MAIN ST
PO BOX 40
PALISADE CO 81526
970.464.5661

August 18, 2026

APPLE GLEN WEST HOMEOWNER'S ASSOCIATION
INC
C/O HOA SERVICES
2350 HONEYCRISP DR
GRAND JUNCTION CO 81505

Policy Number: FG0397

Dear Policyholder:

Welcome to Acuity!

Your business is now insured under the Acuity Commercial Package Policy Program. By choosing Acuity, you have selected a commercial insurer committed to quality. Our commitment to you includes state-of-the-industry coverages plus policy, claims and loss control services that meet the highest standards. We look forward to a long association as a provider of vital insurance protection for your business operations.

Your Independent Agent

This policy is sold and serviced by an independent insurance agent. Because independent agents can provide insurance coverage through more than one company, you can be confident that you have made a wise selection. Your agent stands ready to serve your needs and answer your questions with regard to this policy.

Terrorism Information

Please refer to the Policyholder Disclosure Notice of Terrorism Insurance Coverage and any applicable Terrorism Premium Information page(s) following this letter for information regarding the Terrorism Risk Insurance Act.

At your request, your policy has been issued **without** coverage for losses resulting from terrorist acts as defined in the Act. Coverage does apply under workers' compensation insurance if included in this policy.

The Terrorism Risk Insurance Program is scheduled to terminate on December 31, 2027. Please refer to the Potential Change in Terrorism Coverage During the Term of Your Policy notice for details regarding changes in your coverage for acts of terrorism if the Program is not extended by the federal government.

General Liability

Claims-Made Policies

Your policy includes a claims-made coverage form. Please read the attached Disclosure Form for Claims-Made Policies which follows this letter. If you have not previously submitted this form, please sign the form and return to your agent.

Cyber Suite Coverage Endorsement, IL-7149

As part of your new Cyber Suite Coverage, we are pleased to provide you with complimentary access to Zeguro's Cyber Safety® and eRiskHub®. These products offer tools and resources, including website monitoring, risk assessments, and employee training, to help protect your business. Zeguro is a cybersecurity specialist affiliated with Hartford Steam Boiler Inspection and Insurance Company. For more information on accessing these benefits, please visit our website at www.acuity.com.

For More Information

Please contact your agent if you have any questions or desire any changes in your policy. Your agent can also help determine if your coverage adequately meets your insurance needs.

Thank you for insuring with Acuity.

Acuity

Represented by

KNODE & ASSOCIATES LLC
331 MAIN ST
PO BOX 40
PALISADE CO 81526
970.464.5661

August 18, 2026

APPLE GLEN WEST HOMEOWNER'S ASSOCIATION
INC
C/O HOA SERVICES
2350 HONEYCRISP DR
GRAND JUNCTION CO 81505

Policy Number: FG0397

Information About Your Policy Regarding Mold, Bacteria or Fungi Coverage

General Liability

Fungi or Bacteria Exclusion, CG-2167F(12-04)

There is no coverage under your Commercial General Liability Coverage Form for bodily injury or property damage arising directly or indirectly out of fungi, including but not limited to mold, mildew and byproducts thereof, or bacteria that is on or within a building or structure, including its contents. We will not pay for any loss, cost or expense to test for, clean up, remove or dispose of fungi or bacteria.

Excess Liability

Fungi or Bacteria Exclusion, CU-7054(3-03)

There is no coverage under your Commercial Excess Liability Coverage Form for injury or damage arising directly or indirectly out of fungi, including but not limited to mold, mildew and byproducts thereof, or bacteria that is on or within a building or structure, including its contents. We will not pay for any loss, cost or expense arising out of testing for, cleaning up, removing or disposing of fungi or bacteria.

Terrorism Premium Information
Colorado

The premium for terrorism coverage, *as defined in Section 102(1) of the Act,* is based on the premiums for each coverage part included in your policy that qualifies for coverage under the Terrorism Risk Insurance Act and the location of any property covered under the policy. Refer to the attached Policyholder Disclosure Notice of Terrorism Insurance Coverage for a description of applicable provisions in the Act.

If your Acuity policy contains the following coverage part:	The premium charge for terrorism insurance if you **accept** coverage under the Act is:
∑ Bis-Pak® - Property Portion of Your Premium	∑ 4.5% of the property premium applying in Denver, El Paso, Adams, Arapahoe, Douglas and Boulder Counties ∑ 3% of the property premium for all other locations
∑ Bis-Pak® - Liability Portion of Your Premium	∑ 1% of the liability premium applying to your policy
∑ Commercial Property and Commercial Inland Marine Coverage Parts	∑ 4.5% of the premium applying in Denver, El Paso, Adams, Arapahoe, Douglas and Boulder Counties ∑ 3% of the premium for all other locations
∑ Commercial General Liability and Commercial Excess Liability Coverage Parts	∑ 1% of the premium applying to each of the coverage parts
∑ Workers' Compensation *	∑ The premium charge is $.007 for each $100 of payroll for all classes.

* Workers' Compensation coverage automatically applies to loss caused by terrorism. You are **not** permitted to reject this coverage.

APPLE GLEN WEST HOMEOWNER'S ASSOCIATION INC
C/O HOA SERVICES

Policy Number: FG0397
Policy Effective Date: 08-25-2026

Important Notice

Attached are a Policyholder Disclosure Notice of Terrorism Insurance Coverage and any applicable Terrorism Premium Information page(s), which provide you with information regarding the Terrorism Risk Insurance Act.

At your request, we issued this policy so that, where permitted, coverage does not apply to losses caused by terrorist acts as defined in the Act. You have the right to have this coverage added to your policy if you have decided, since signing the rejection form, that you would like coverage. You may do this any time during the 30 days following the date shown on the bottom right corner by signing this letter and submitting it using one of the following methods:

Mail: **Acuity**
PO Box 58
Sheboygan, WI 53082-0058

Email: clservice@acuity.com

Fax: 920.458.1618

This coverage will not be available to you again until your next renewal.

Premium information for adding this coverage is shown in the attached Terrorism Premium Information page(s). If you choose to add the coverage at this time, we will update your current premium payment plan accordingly.

Please contact your agent if you have any questions regarding this law.

I hereby request coverage for terrorist acts as defined in the Terrorism Risk Insurance Act.

_____ _____

First Named Insured's Signature Date

Policyholder Disclosure
Notice of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS UNITED STATES GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

At your request, the attached policy **excludes** coverage, where permitted, for terrorism as described in the Act. Any premium charge for terrorism coverage is based on the premiums for each coverage part included in your policy that qualifies for coverage under the Act and the location of any property covered under the policy. The attached Terrorism Premium Information sheet provides complete information for developing this premium.

CUSTOMER PRIVACY POLICY

At Acuity Insurance, we gather information about our policyholders only in the interest of providing them with quality services at fair prices. We are committed to the careful handling of personal nonpublic information. We collect and use information for business purposes with respect to our insurance products and related business activities involving our customers. These business activities include evaluating a request for our insurance products and related services such as claims processing or processing other transactions requested by you.

Federal law has established privacy standards and requires us to provide this summary of our privacy policy once a year. Further, state laws typically require us to provide you notice of our information practices. The following information will provide you with a better understanding of the type of information we collect, how we use it and to whom we may disclose it.

HOW DO WE COLLECT INFORMATION

Your application is our major source of information. However, we may occasionally collect personal or privileged information about you and other persons proposed for coverage from third parties such as other insurance companies, physicians, hospitals and other medical personnel, insurance-support organizations or consumer reporting agencies. For example, we may collect information such as loss information reports, motor vehicle reports and credit reports. We may ask such an insurance support organization to view your property. They would report to us the value and condition of your property and send a photograph of it. Occasionally, we may order a consumer credit report showing your history of meeting financial obligations. Information from a report prepared by an insurance-support organization may be retained by them and disclosed to other persons to the extent permitted by law. We will not collect information about persons other than individuals proposed for coverage.

DISCLOSURE OF INFORMATION

The privacy of the information that you provide us with or that we collect about you is important to us. **It is our policy not to disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.** For example, we may disclose information to others such as your name, address, social security number, email address, phone number, policy coverages or other identifying policy or claims information to:

- Third parties that perform marketing services on our behalf or with whom we have joint marketing agreements such as your independent insurance agent;
- Third parties who help us evaluate requests for insurance or benefits or to prevent fraud such as consumer reporting agencies;
- Third parties that require us to submit information to them, such as regulatory, law enforcement, or other government agencies.

We also reserve the right to make other necessary disclosures about current or former customers without prior authorization, so long as these disclosures are not typically conducted in our usual course of business, and only as permitted by law.

Now what does this really mean? It means our information about you is used only in connection with our business relationship with you. We will not, and never have, shared your nonpublic personal information with any third parties for the purpose of marketing their products or services. If this were to ever change, we would have to notify you first and give you the opportunity to prevent that type of

disclosure. That is, we would have to provide you with the option to "opt-out" first.

When we use other parties to help us conduct our business of insurance, such as investigating and paying claims, obtaining motor vehicle reports, confirming values and condition of homes, etc., we expect and often contract with these organizations to maintain the confidentiality of the information provided to them and to abide by all applicable privacy laws that pertain to them. An "opt-out" option is not required in order for us to conduct these usual and necessary insurance business activities.

In addition, our employees are required to protect the confidentiality of your information and access information only when there is an appropriate need to do so. We also maintain the necessary electronic and procedural safeguards to protect your information. Personal information is secured by use of change control procedures, passwords, and physical access controls. We employ a variety of other mechanisms to ensure that your information is not lost, misused, or altered inappropriately. These controls include regular database backups.

ACCESS TO AND AMENDMENT OF RECORDED INFORMATION

You have the right to access any personal information that we have recorded and is reasonably available for retrieval by us. You may submit a written request to us in order to do so. We reserve the right to charge a reasonable fee to cover the costs incurred in providing any summary of recorded personal information, when permitted to do so by law. We will prepare this information within thirty business days from the time your written request is received.

After review, you may ask us in writing to correct, amend, or delete any information about you in our files. Within thirty business days from the time your written request is received, we will either honor or deny your request. If we refuse to make any corrections, amendments, or deletions, you have the right to give us a concise statement of what you believe is the correct information, including the reason why you disagree with the disputed information. We will put your statement in our file so that anyone reviewing your file will see it and furnish it to the appropriate parties as required by law.

OUR PROMISE TO YOU

Your confidence in our company and the manner in which we conduct our business is greatly appreciated. Our promise to you is that we will treat your personal information with utmost confidentiality, use it only to help serve you better and in a manner prescribed by law. If you have questions at any time regarding our privacy policy, you may contact us at the following address:

Acuity, A Mutual Insurance Company
2800 South Taylor Drive
P.O. Box 58
Sheboygan, WI 53082-0058

DISCLOSURE FORM
CLAIMS-MADE POLICY

Policyholder Name APPLE GLEN WEST HOMEOWNER'S ASSOCIATION **Policy Number** FG0397

IMPORTANT NOTICE TO POLICYHOLDER

THIS DISCLOSURE FORM IS NOT YOUR POLICY. IT DESCRIBES SOME OF THE MAJOR FEATURES OF OUR CLAIMS-MADE POLICY FORM. READ YOUR POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND IS NOT COVERED. ONLY THE PROVISIONS OF YOUR POLICY DETERMINE THE SCOPE OF YOUR INSURANCE PROTECTION.

YOUR POLICY

The coverage marked below is on a claims-made coverage form. It provides coverage only for injury or damage occurring after the policy retroactive date (if any) shown on your policy and if the incident is reported to your insurer prior to the end of the policy period. Upon termination of your claims-made policy, an extended reporting period option is available from your insurer.

There is no difference in the kind of injury or damage covered by occurrence or claims-made policies. Claims for damages may be assigned to different policy periods, depending on which type of policy you have.

If you make a claim under your claims-made policy, the claim must be a demand for damages by an injured party and does not have to be in writing. Under most circumstances, a claim is considered made when it is received and recorded by you or by us. Sometimes, a claim may be deemed made at an earlier time. This can happen when another claim for the same injury or damage has already been made or when the claim is received and recorded during an extended reporting period.

PRINCIPAL BENEFITS - You have selected the claims-made coverage indicated below:

___ The **Employee Benefits Liability Coverage** provides coverage for your failure to properly administer your employee benefits program up to the maximum dollar limit specified in the policy.

___ The **Directors and Officers Liability - Church Coverage** provides coverage for your directors' and officers' errors or omissions in the discharge of their duties up to the maximum dollar limit specified in the policy.

___ The **Employment-Related Practices Liability Coverage** provides coverage for damages you are legally obligated to pay arising out of wrongful termination of employment, discrimination, or other employment related practices up to the maximum dollar limit specified in the policy.

___ The **Contractors' Errors and Omissions Broad Coverage** provides coverage for damage to your work and work product caused by your wrongful act while working as a contractor up to the maximum dollar limit specified in the policy.

___ The **Manufacturers' Errors and Omissions Coverage** provides coverage for damages you are legally obligated to pay because of a negligent act, error, or omission in designing, manufacturing, or installing your product or your work up to the maximum dollar limit specified in the policy.

_X_ The **Cyber Suite Coverage** provides for the coverage of certain cyber, privacy, and information security risks up to the maximum dollar limit specified in the policy.

The principal benefits and coverages are explained in detail in your claims-made policy. Please read it carefully and consult your insurance producer about any questions you might have.

EXCEPTIONS, REDUCTIONS, AND LIMITATIONS

Your claims-made policy contains certain exceptions, reductions, and limitations. Please read them carefully and consult your insurance producer about any questions you might have.

RENEWAL AND EXTENDED REPORTING PERIODS

Your claims-made policy has some unique features relating to renewal, extended reporting periods, and coverage for events with long periods of potential liability exposure. If there is a retroactive date in your policy, no event or occurrence prior to that date will be covered under the policy even if reported during the policy period. It is therefore important for you to be certain that there are no gaps in your insurance coverage. These gaps can occur in several ways. Among the most common are the following:

1. If you switch from an occurrence policy to a claims-made policy, the retroactive date in your claims-made policy should be no later than the expiration date of the occurrence policy.

2. When replacing a claims-made policy with a claims-made policy, you should consider the following:

    a. The retroactive date in the replacement policy should extend far enough back in time to cover any events with long periods of liability exposure, or

    b. If the retroactive date in the replacement policy does not extend far enough back in time to cover events with long periods of liability exposure, you should consider purchasing extended reporting period coverage under the old claims-made policy.

3. If you replace this claims-made policy with an occurrence policy, you may not have insurance coverage for a claim arising during the period of claims-made coverage unless you have purchased an extended reporting period under the claims-made policy. Extended reporting period coverage must be offered to you by law for at least one year after the expiration of the claims-made policy at a premium not to exceed 200% of your last policy premium.

CAREFULLY REVIEW YOUR POLICY REGARDING THE AVAILABLE EXTENDED REPORTING PERIOD COVERAGE, INCLUDING THE LENGTH OF COVERAGE, THE PRICE, AND THE TIME PERIOD DURING WHICH YOU MUST PURCHASE OR ACCEPT ANY OFFER FOR EXTENDED REPORTING PERIOD COVERAGE.

_____	_____	_____
Signed by (Type or Print Name)	(Signature)	Date

SPECIALIZING IN YOUR INSURANCE NEEDS

COMMON POLICY DECLARATIONS

First Named Insured and Address:

APPLE GLEN WEST HOMEOWNER'S ASSOCIATION INC
C/O HOA SERVICES
2350 HONEYCRISP DR
GRAND JUNCTION CO 81505

Agency Name and Number

7114-AO 970.464.5661
KNODE & ASSOCIATES LLC
331 MAIN ST
PO BOX 40
PALISADE CO 81526

Policy Number: FG0397

Policy Period: Effective Date: 08-25-26
Expiration Date: 08-25-27

12:01 A.M. standard time at your mailing address shown in the declarations

This is not a bill. If premium is due, a billing notice will be sent separately.

COVERAGE

Your coverage consists of the following lines of insurance for which a premium is indicated. This premium may be subject to adjustment.

General Liability	$675.00
Excess Liability	$500.00
Directors' and Officers' Liability	$350.00
Total Advance Premium	**$1,525.00**

Secretary

President

Acuity, A Mutual Insurance Company

MUTUAL POLICY CONDITIONS

Every person, co-partnership or corporation insured by the company shall be a member of it and shall have one vote. The annual meeting of the members shall be held on the first Tuesday in March at 1:30 P.M. of each year, at the corporate headquarters of the company in Sheboygan, Wisconsin. Notice printed in each policy shall be sufficient as to the time and place of said meeting.

The Named Insured, upon termination of this policy, shall participate in the distribution of dividents, if any are declared, and fixed as determined by the directors in accordance with law

This policy is nonassessable and the liability of the Named Insured to the company is limited to the payment of the premium herein provided.

Corporate Headquarters Address

Acuity, A Mutual Insurance Company
2800 South Taylor Drive
PO Box 58
Sheboygan, Wisconsin 53082-0058
800.242.7666

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COMMERCIAL GENERAL LIABILITY COVERAGE PART

Declarations

First Named Insured and Address:

APPLE GLEN WEST HOMEOWNER'S ASSOCIATION INC
C/O HOA SERVICES
2350 HONEYCRISP DR
GRAND JUNCTION CO 81505

Agency Name and Number:

KNODE & ASSOCIATES LLC
7114-AO

Policy Number: FG0397

Policy Period: Effective Date: 08-25-26
Expiration Date: 08-25-27

12:01 A.M. standard time at your mailing address shown in the declarations

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

COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CG-0001R(4-13)	Commercial General Liability Coverage Form	
CG-0437F(5-14)	Electronic Data Liability Endorsement	$110.00
CG-2001R(4-13)	Primary and Noncontributory - Other Insurance Condition	
CG-2109F(6-15)	Exclusion - Unmanned Aircraft	
CG-2147F(12-07)	Employment - Related Practices Exclusion	
CG-2167F(12-04)	Fungi or Bacteria Exclusion	
CG-2187R(1-15)	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Act)	
CG-2292F(12-07)	Snow Plow Operations Coverage	
CG-4015F(12-20)	Cannabis Exclusion With Hemp Exception	
CG-4032F(5-23)	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)	
CG-4049F(1-26)	Exclusion - Human Trafficking	
CG-7300(4-08)	Acuity Advantages - General Liability	
CG-7322(1-15)	Exclusion of Certified Acts of Terrorism	
IL-0017F(11-98)	Common Policy Conditions	
IL-0021F(3-14)	Nuclear Energy Liability Exclusion - Broad Form	
IL-0125R(3-14)	Colorado Changes - Civil Union	
IL-0228F(3-14)	Colorado Changes - Cancellation and Nonrenewal	
IL-7012(1-18)	Asbestos Exclusion	
IL-7149(7-25)	Cyber Suite Coverage Endorsement	$166.00
IL-7151(7-25)	Cyber Suite Schedule	

Form Number	Form Title	Premium
IL-7153(7-25)	Colorado Changes - Cyber Suite Coverage	
	Advance Endorsement Premium	**$276.00**

PREMIUM SUMMARY

Advance Schedule Premium	$399.00
Advance Endorsement Premium	$276.00
Total Advance Premium	**$675.00**

The Total Advance Premium shown above is based on the exposures you told us you would have when this coverage part began. We will audit this coverage part in accordance with Section IV - Conditions, item 5 Premium Audit at the close of the audit period.

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations)	$2,000,000
Products-Completed Operations Aggregate Limit	$2,000,000
Personal and Advertising Injury Limit (Any One Person or Organization)	$1,000,000
Each Occurrence Limit	$1,000,000
Damage to Premises Rented to You Limit (Any One Premises)	$100,000
Medical Expense Limit (Any One Person)	$5,000
Acuity Advantages - General Liability	See CG-7300

SCHEDULE OF LIABILITY CLASSIFICATIONS

Unit No.	Classification Description	Class Code	Premium Basis[1]		Rates Premises	Rates Products	Advance Premium
0001	Townhouses or Similar Associations-Association Risk Only - Products - completed operations for this classification are subject to the General Aggregate Limit	68500	36	UN	11.084	Included	$399.00
	Advance Schedule Premium						**$399.00**

[1] UN = Units - Rates Apply Per Unit

AUDIT PERIOD

Annual

FIRST NAMED INSURED IS:

ORGANIZATION OTHER THAN PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY

ADDITIONAL NAMED INSURED

WHO IS AN INSURED (Section II) includes the following Additional Named Insureds:

NONE

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

2350 HONEYCRISP DR
GRAND JUNCTION, CO 81505

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Index of Policy Provisions

Page

SECTION I - COVERAGES.....2
- Coverage A - Bodily Injury and Property Damage Liability 2
- Coverage B - Personal and Advertising Injury Liability 7
- Coverage C - Medical Payments.....8
- Supplementary Payments - Coverages A and B 9

SECTION II - WHO IS AN INSURED.....10

SECTION III - LIMITS OF INSURANCE.....11

Page

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 12
- Bankruptcy.....12
- Duties in the Event of Occurrence, Offense, Claim or Suit 12
- Legal Action Against Us.....12
- Other Insurance.....12
- Premium Audit.....13
- Representations.....13
- Separation of Insureds.....13
- Transfer of Rights of Recovery Against Others to Us 13
- When We Do Not Renew.....13

SECTION V - DEFINITIONS.....14

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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 italics 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

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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,

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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. Lead

Bodily injury or *property damage* arising out of the actual, alleged or threatened ingestion, inhalation, absorption, exposure or presence of lead in any form or from any source.

Coverage also does not apply to any loss, cost, expense, fine or penalty arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, dispose of or in any way respond to or assess the effects of lead in any form; 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, neutralizing, disposing of or in any way responding to or assessing the effects of lead in any form.

q. 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.

r. 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

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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 and p 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 ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverage 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 any 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 Business

      Personal and advertising injury committed by an insured whose business is:

      (1) Advertising, broadcasting, publishing or telecasting.

      (2) Designing or determining content of websites for others; or

      (3) An Internet search, access, content or

service provider.

However, this exclusion does not apply to paragraphs 14a, b and c of *personal and advertising injury* under the Definitions Section; or

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. Lead

Personal and advertising injury arising out of the actual, alleged or threatened ingestion, inhalation, absorption, exposure or presence of lead in any form or from any source.

Coverage also does not apply to any loss, cost, expense, fine or penalty arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, dispose of or in any way respond to or assess the effects of lead in any form; 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, neutralizing, disposing of or in any way responding to or assessing the effects of lead in any form.

p. 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.

q. 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:

(1) The accident takes place in the *coverage territory* and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) 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

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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 2b(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* 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 (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 (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,* or *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:

a. The sum of:

(1) Medical expenses under Coverage C; and

(2) Damages under Coverage A, except damages because of *bodily injury* or *property damage* included in the *products-completed operations hazard*.

With respect to the above items, the General Aggregate Limit applies separately to:

(1) Each location owned by or rented to you. A location is a premises involving the same or connecting lots, or a premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, and

(2) Each of your projects away from a location owned by or rented to you; or

b. 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 for a period of 7 or fewer consecutive days 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, Builders' 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 Coverage 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 of the 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 nonrenewal not less than 30 days before the expiration date.

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

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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 websites, only that part of a website 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 not 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; or
   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;

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(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

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

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, 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.

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ELECTRONIC DATA LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. 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* that does not result from physical injury to tangible property.

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.*

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.

C. The following paragraph is added to Section III - Limits Of Insurance:

Subject to 5 above, the Loss of Electronic Data Limit shown in the Schedule is the most we will pay under Coverage A for *property damage* because of all loss of *electronic data* arising out of any one *occurrence.*

D. The following definition is added to the Definitions Section:

"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.

E. For the purposes of the coverage provided by this endorsement, the definition of *Property Damage* in the Definitions Section is replaced by the following:

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;

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; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate *electronic data,* resulting from physical injury to tangible property. All such loss of *electronic data* 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.

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SCHEDULE

Premium	Loss of Electronic Data Limit
See Declarations	$25,000

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2g Aircraft, Auto Or Watercraft under Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

Bodily injury or *property damage* arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an *unmanned aircraft*. Use includes operation and *loading or unloading*.

This paragraph g(1) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the ownership, maintenance, use or entrustment to others of any aircraft that is an *unmanned aircraft*.

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

Bodily injury or *property damage* arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than *unmanned aircraft*), *auto* or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and *loading or unloading*.

This paragraph g(2) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the ownership, maintenance, use or entrustment to others of any aircraft (other than *unmanned aircraft*), *auto* or watercraft that is owned or operated by or rented or loaned to any insured.

This paragraph g(2) does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 26 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an *auto* on, or on the ways next to, premises you own or rent, provided the *auto* is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any *insured contract* for the ownership, maintenance or use of aircraft or watercraft; or

(e) *Bodily injury* or *property damage* arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of *mobile equipment* if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in paragraph f(2) or f(3) of the definition of *mobile equipment*.

B. The following exclusion is added to paragraph 2 Exclusions of Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

Personal and advertising injury arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an *unmanned aircraft*. Use includes operation and *loading or unloading*.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the *personal and advertising injury* involved the ownership, maintenance, use or entrust-

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ment to others of any aircraft that is an *unmanned aircraft*.

This exclusion does not apply to:

(1) The use of another's advertising idea in your *advertisement;* or

(2) Infringing upon another's copyright, tra de dress or slogan in your *advertisement*.

C. The following definition is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

(1) Designed;

(2) Manufactured; or

(3) Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. 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:

   a. A person arising out of any:

      (1) Refusal to employ that person;

      (2) Termination of that person's employment; or

      (3) 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

   b. 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 (1), (2) or (3) above is directed.

   This exclusion applies:

   (1) Whether the injury-causing event described in paragraphs (1), (2) or (3) 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.

2. 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:

   a. A person arising out of any:

      (1) Refusal to employ that person;

      (2) Termination of that person's employment; or

      (3) 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

   b. 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 (1), (2) or (3) above is directed.

   This exclusion applies:

   (1) Whether the injury-causing event described in paragraphs (1), (2) or (3) 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.

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. The following exclusion is added to Paragraph 2, Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

   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.

2. The following exclusion is added to Paragraph 2, Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:

   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.

3. 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.

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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

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

   a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or

   b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

      (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

      (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

      (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

   a. Supersede any terrorism endorsement already endorsed to this policy that addresses *certified acts of terrorism* and/or *other acts of terrorism*, but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

   b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses *certified acts of terrorism* and/or *other acts of terrorism*, will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are shown in italics:

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 applies:

      (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, reli-

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gious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. *"Any injury or damage"* means any injury or damage covered under any Coverage Part or Policy 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 or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for *any injury or damage* caused directly or indirectly by *terrorism*, including action in hindering or defending against an actual or expected incident of *terrorism*. *Any injury or damage* is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. 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 C5 or C6 are exceeded.

With respect to this Exclusion, Paragraphs C5 and C6 describe 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 Part or Policy.

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.

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SNOW PLOW OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Within the *products-completed operations hazard*, Exclusion g under Section I - Coverage A - Bodily Injury And Property Damage Liability does not apply to any *auto* used for snow plow operations.

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. The following exclusion is added:

This insurance does not apply to:

1. *Bodily injury*, *property damage* or *personal and advertising injury* arising out of:

a. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of *cannabis*; or

b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of *cannabis*; or

2. *Property damage* to *cannabis*.

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 that which is described in paragraph A1 or A2 above.

However, paragraph A1b does not apply to *bodily injury* or *property damage* arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, *cannabis* by:

(1) An insured; or

(2) Any other person for whom you are legally responsible;

but only if the *bodily injury* or *property damage* does not arise out of your selling, serving or furnishing of *cannabis* to any person described above.

B. The exclusion in paragraph A does not apply to:

1. *Bodily injury*, *property damage* or *personal and advertising injury* arising out of goods or products containing or derived from hemp, including, but not limited to:

a. Seeds;

b. Food;

c. Clothing;

d. Lotions, oils or extracts;

e. Building materials; or

f. Paper.

2. *Property damage* to goods or products described in paragraph B1 above.

However, paragraphs B1 and B2 above do not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein:

(1) The *bodily injury* or *property damage* occurs;

(2) The *occurrence* which caused the *bodily injury* or *property damage* takes place; or

(3) The offense which caused the *personal and advertising injury* was committed.

3. *Personal and advertising injury* arising out of the following offenses:

a. False arrest, detention or imprisonment; or

b. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

C. The following definition is added to the Definitions section:

"*Cannabis*":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph C1 above includes, but is not limited to, any of the following containing such THC or cannabinoid:

a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

b. Any compound, by-product, extract, derivative, mixture or combination, such as:

(1) Resin, oil or wax;

(2) Hash or hemp; or

(3) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in paragraph C2a.

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EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

CG-4032F(5-23)

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:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. *Bodily injury* or *property damage* which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any *perfluoroalkyl or polyfluoroalkyl substances*.

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, *perfluoroalkyl or polyfluoroalkyl substances*, 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:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. *Personal and advertising injury* which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any *perfluoroalkyl or polyfluoroalkyl substances*.

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, *perfluoroalkyl or polyfluoroalkyl substances*, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"*Perfluoroalkyl or polyfluoroalkyl substances*" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

c. Perfluoropolyethers (PFPE);

d. Fluorotelomer-based substances; or

e. Side-chain fluorinated polymers; or

2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in paragraph C1.

D. The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for perfluoroalkyl and polyfluoroalkyl substances related injury, damage, loss, cost or expense.

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. Extended Non-Owned Watercraft

   Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

   (a) Less than 51 feet long; and

2. Increased Bail Bond Amount

   The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to $750.

3. Increased Reasonable Expenses Incurred by the Insured

   The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to $300.

4. Newly Acquired Organizations

   Item 3a of Section II - Who Is An Insured is replaced by the following:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

5. Knowledge of Claim or Suit

   The following is added to Paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

   Knowledge of an *occurrence*, claim or *suit* by your agent, servant or *employee* shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or *employee*.

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE FORM

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

POLLUTION LIABILITY COVERAGE FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

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

B. The following definitions are added:

1. For the purposes of this endorsement, *"any injury or damage"* means any injury or damage covered under any Coverage Part or Form 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 or Form.

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

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

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

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

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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. Ten days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. Thirty 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.

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This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

ERRORS AND OMISSIONS COVERAGE PART

FARM COVERAGE PART

LIQUOR LIABILITY COVERAGE FORM

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

POLLUTION LIABILITY COVERAGE FORM

PRODUCT WITHDRAWAL COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

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 the *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:
   a. *"Hazardous properties"* include radioactive, toxic or explosive properties.
   b. *"Nuclear material"* means *source material, special nuclear material* or *byproduct material.*
   c. *"Source material," "special nuclear material"* and *"byproduct material"* have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
   d. *"Spent fuel"* means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a *nuclear reactor.*
   e. *"Waste"* means any waste material:
      (1) Containing *byproducts 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
      (2) 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.*
   f. *"Nuclear facility"* means:
      (1) Any *nuclear reactor;*
      (2) Any equipment or device designed or used for:
         (a) Separating the isotopes of uranium or plutonium;
         (b) Processing or utilizing *spent fuel;* or

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(c) Handling, processing or packaging *waste*.

(3) 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.

(4) 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.

g. *"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.

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

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This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. The term "spouse" is replaced by the following:

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

B. Under the Commercial Automobile Coverage Part, the term *family member* is replaced by the following and supersedes any other provisions to the contrary:

   Family member means a person related to:

   1. The individual Named Insured by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of such Named Insured's household, including a ward or foster child;
   2. The individual named in the Schedule by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage - Broadened Coverage For Named Individuals endorsement is attached.

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This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
LIQUOR LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. Paragraph 2 of the Cancellation Common Policy Condition is replaced by the following:

   2. If this policy has been in effect for less than 60 days, 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.

B. The following is added to the Cancellation Common Policy Condition:

   7. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the First Named Insured written notice of cancellation including the actual reason:

      a. At least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

      b. At least 45 days before the effective date of cancellation if we cancel for any other reason.

   We may only cancel this policy based on one or more of the following reasons:

      a. Nonpayment of premium;

      b. A false statement knowingly made by the insured on the application for insurance; or

      c. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the First Named Insured has notified us of the change and we accept such change.

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

   NONRENEWAL

   If we decide not to renew this policy, we will mail through first-class mail to the First Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

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

D. The following condition is added:

   INCREASE IN PREMIUM OR DECREASE IN COVERAGE

   We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the First Named Insured's last mailing address known to us, at least 45 days before the effective date.

   Any decrease in coverage during the policy term must be based on one or more of the following reasons:

   1. Nonpayment of premium;

   2. A false statement knowingly made by the insured on the application for insurance; or

   3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the First Named Insured has notified us of the change and we accept such change.

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

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ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSE COVERAGE FORM
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following exclusion is added:

Asbestos

This insurance does not apply to any *bodily injury* or *property damage* arising out of activities related to, but not limited to, manufacture, mining, storage, distribution, installation, sale, use, exposure to, service, testing for, repair, containment or removal of asbestos, asbestos fibers, asbestos dust, or products containing asbestos.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Throughout this Coverage Endorsement (hereinafter referred to as "Cyber Coverage"), the words "you" and "your" refer to the Named Insured(s) shown in the Schedule of this Cyber Coverage and any other person(s) or organization(s) qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in italics have special meaning. Refer to **DEFINITIONS**.

The terms and conditions of any cancellation and/or nonrenewal provision in the policy and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

A. COVERAGE

This section lists the coverages that apply if indicated in the Schedule of this Cyber Coverage.

1. Data Compromise Response Expenses

a. Data Compromise Response Expenses applies only if all of the following conditions are met:

(1) There has been a *personal data compromise*; and

(2) Such *personal data compromise took* place in the *coverage territory*; and

(3) Such *personal data compromise* is first discovered by you during the *policy period;* and

(4) Such *personal data compromise* is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in **a.** above have been met, then we will provide coverage for the following expenses when they arise directly from such *personal data compromise* and are necessary and reasonable. Items **(4)** and **(5)** below apply only if there has been a notification of the *personal data compromise* to *affected individuals* as covered under item **(3)** below.

(1) Forensic IT Review

We will pay for a professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the *personal data compromise* and the number and identities of the *affected individuals*. This includes, when necessary, the cost of a qualified Payment Card Forensic Investigator.

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

(a) Vulnerabilities in systems, procedures or physical security; or

(b) The nature or extent of *loss* or damage to data that is not *personally identifying information* or *personally sensitive information.*

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

(2) Legal Review

We will pay for a professional legal counsel review of the *personal data compromise* and how you should best respond to it.

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

(3) Notification to Affected Individuals

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

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(4) Services to Affected Individuals

We will pay your necessary and reasonable costs to provide the following services to *affected individuals.* Services **(c)** and **(d)** below apply only to *affected individuals* from *personal data compromise* events involving *personally identifying information.*

(a) Informational Materials

A packet of loss prevention and customer support information.

(b) Help Line

A toll-free telephone line for *affected individuals* with questions about the *personal data compromise*. Where applicable, the line can also be used to request additional services as listed in **(c)** and **(d)** below.

(c) Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the *affected individual* enrolling for this service with the designated service provider.

(d) Identity Restoration Case Management

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

(5) Public Relations

We will pay for a professional public relations firm review of, and response to, the potential impact of the *personal data compromise* on your business relationships.

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

(a) Promotions provided to any of your *executives* or *employees*; or

(b) Promotion costs exceeding $25 per *affected individual.*

(6) Regulatory Fines and Penalties

We will pay for any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction. This includes, but is not limited to, fines and penalties imposed for the violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act and similar laws.

(7) PCI Assessments, Fines and Penalties

We will pay for any Payment Card Industry assessments, fines and penalties imposed on you under a contract to which you are a party. This does not include any:

(a) Increased transaction costs;

(b) Any assessments, fines and penalties not arising from a covered *personal data compromise*;

(c) Interchange fees;

(d) Chargebacks;

(e) Subsequent assessments, fines and penalties imposed due to continued PCI non-compliance; or

(f) Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

(8) Reputational Harm

(a) This Reputational Harm coverage applies only if there has been a *personal data compromise* for which you provided notifications and services to *affected individuals* in consultation with us pursuant to **b.(3)** and **b.(4)** above.

(b) If the conditions listed in **(a)** above have been met, then we will pay your necessary and reasonable *reputational harm costs* incurred during the *period of indemnification* and arising directly from the *personal data compromise*.

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(9) Reward Payments

We will pay for any necessary and reasonable *reward payments* offered and made by you in response to a *personal data compromise*.

2. Computer Attack

a. Computer Attack applies only if all of the following conditions are met:

(1) There has been a *computer attack*; and

(2) Such *computer attack* occurred in the *coverage territory*; and

(3) Such *computer attack* is first discovered by you during the *policy period;* and

(4) Such *computer attack* is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in **a.** above have been met, then we will provide you the following coverages for *loss* directly arising from such *computer attack.*

(1) Data Restoration

We will pay your necessary and reasonable *data restoration costs.*

(2) Data Re-creation

We will pay your necessary and reasonable *data re-creation costs.*

(3) System Restoration

We will pay your necessary and reasonable *system restoration costs.*

(4) Loss of Business

We will pay your actual *business income and extra expense loss* incurred during the *period of restoration*. This includes your actual *business income and extra expense loss* caused by a voluntary shutdown of your *computer system* in connection with your reasonable efforts to stop, mitigate the effects of, or recover from, such a *computer attack*.

(5) Extended Income Recovery

If you suffer a covered *business income and extra expense loss* resulting from a *computer attack* on a *computer system* owned or leased by you and operated under your control, we will pay your actual *extended income loss.*

(6) Public Relations

If you suffer a covered *business income and extra expense loss,* we will pay for the services of a professional public relations firm to assist you in communicating your response to the *computer attack* to the media, the public and your customers, clients or members.

(7) Future Loss Avoidance

If you received a loss payment from us under Coverage **2.** Computer Attack, we will pay your necessary and reasonable *future loss avoidance costs*.

(8) Reward Payments

We will pay for any necessary and reasonable *reward payments* offered and made by you in response to a *computer attack*.

3. Cyber Extortion

a. Cyber Extortion applies only if all of the following conditions are met:

(1) There has been a *cyber extortion threat*; and

(2) Such *cyber extortion threat* is first made against you during the *policy period*; and

(3) Such *cyber extortion threat* is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.

b. If the conditions listed in **a.** above have been met, then we will pay for your necessary and reasonable *cyber extortion expenses* arising directly from such *cyber extortion threat* and any necessary and reasonable *reward payments* offered and made by you in response to a *cyber extortion threat*. The payment of *cyber extortion expenses* must be approved in advance by us. We will not pay for *cyber extortion expenses* that have not been approved in advance by us. We will not unreasonably withhold our approval.

c. You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage.

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4. Misdirected Payment Fraud

a. Misdirected Payment Fraud applies only if all of the following conditions are met:

(1) There has been a *wrongful transfer event* against you; and

(2) Such *wrongful transfer event* took place in the *coverage territory*; and

(3) Such *wrongful transfer event* is first discovered by you during the *policy period*; and

(4) Such *wrongful transfer event* is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you; and

(5) Such *wrongful transfer event* is reported in writing by you to the police.

b. If the conditions listed above in **a.** above have been met, then we will pay your necessary and reasonable *wrongful transfer costs* arising directly from the *wrongful transfer event* and any necessary and reasonable *reward payments* offered and made by you in response to a *wrongful transfer event*.

5. Computer Fraud

a. Computer Fraud applies only if all of the following conditions are met:

(1) There has been a *computer fraud event* against you; and

(2) Such *computer fraud event* took place in the *coverage territory*; and

(3) Such *computer fraud event* is first discovered by you during the *policy period*; and

(4) Such *computer fraud event* is reported to us within 60 days after the date it is first discovered by you; and

(5) Such *computer fraud event* is reported in writing by you to the police.

b. If the conditions listed in **a.** above have been met, then we will pay your necessary and reasonable *computer fraud costs* arising directly from the *computer fraud event* and any necessary and reasonable *reward payments* offered and made by you in response to a *computer fraud event*.

6. Telecommunications Fraud

a. Telecommunications Fraud applies only if all of the following conditions are met:

(1) There has been a *computer attack* on a *telecommunications system* that is owned or leased by you and operated under your control; and

(2) Such *computer attack* took place in the *coverage territory*; and

(3) Such *computer attack* is first discovered by you during the *policy period*; and

(4) Such computer attack is reported to us within 60 days after the date it is first discovered by you; and

(5) Such *computer attack* is reported in writing by you to the police; and

(6) As a result of such *computer attack*, there have been *telecommunications fraud costs*.

b. If the conditions listed in **a**. above have been met, then we will pay your necessary and reasonable *telecommunications fraud costs* arising directly from the *computer attack*.

7. Privacy Incident Liability

a. Privacy Incident Liability applies only if all of the following conditions are met:

(1) During the *policy period* or any applicable Extended Reporting Period, you first receive notice of one of the following:

(a) A *claim;* or

(b) A *regulatory proceeding.*

(2) Such *claim* or *regulatory proceeding* must arise from a *privacy incident* that:

(a) Took place during the *coverage term*; and

(b) Took place in the *coverage territory*; and

(c) Was submitted to us and insured under Data Compromise Response Expenses.

(3) Such *claim* or *regulatory proceeding* is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

b. If the conditions listed in **a.** above have been met, then we will pay on your behalf any covered:

(1) *Loss* directly arising from the *claim*; or

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(2) *Defense costs* directly arising from a *regulatory proceeding*.

c. All *claims* and *regulatory proceedings* arising from a single *privacy incident* or interrelated *privacy incidents* will be deemed to have been made at the time that notice of the first of those *claims* or *regulatory proceedings* is received by you.

8. Network Security Liability

a. Network Security Liability applies only if all of the following conditions are met:

(1) During the *policy period* or any applicable Extended Reporting Period, you first receive notice of a *claim* which arises from a *network security incident* that:

(a) Took place during the *coverage term;* and

(b) Took place in the *coverage territory;* and

(2) Such *claim* is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

b. If the conditions listed in **a.** above have been met, then we will pay on your behalf any covered *loss* directly arising from the *claim*.

c. All *claims* arising from a single *network security incident* or interrelated *network security incidents* will be deemed to have been made at the time that notice of the first of those *claims* is received by you.

9. Electronic Media Liability

a. Electronic Media Liability applies only if all of the following conditions are met:

(1) During the *policy period* or any applicable Extended Reporting Period, you first receive notice of a *claim* which arises from an *electronic media incident* that:

(a) Took place during the *coverage term*; and

(b) Took place in the *coverage territory*; and

(2) Such *claim* is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

b. If the conditions listed in **a.** above have been met, then we will pay on your behalf any covered *loss* directly arising from the *claim*.

c. All *claims* arising from a single *electronic media incident* or interrelated *electronic media incidents* will be deemed to have been made at the time that notice of the first of those *claims* is received by you.

10. Identity Recovery

a. Identity Recovery applies only if all of the following conditions are met:

(1) There has been an *identity theft* involving the personal identity of an *identity recovery insured* under this Cyber Coverage; and

(2) Such *identity theft* took place in the *coverage territory*; and

(3) Such *identity theft* is first discovered by the *identity recovery insured* during the *policy period*; and

(4) Such *identity theft* is reported to us within 60 days after it is first discovered by the *identity recovery insured*.

b. If the conditions listed in a. above have been met, then we will provide the following to the *identity recovery insured*:

(1) Case Management Service

We will pay for the services of an *identity recovery case manager* as needed to respond to the *identity theft*; and

(2) Expense Reimbursement

We will pay for reimbursement of necessary and reasonable *identity recovery expenses* incurred as a direct result of the *identity theft*.

B. EXCLUSIONS

If any cyber incident exclusion is made a part of this policy, such exclusion will not apply to the coverage afforded by this Cyber Coverage.

The following additional exclusions apply to this coverage:

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We will not pay for costs or *loss* arising from the following:

1. Nuclear reaction or radiation or radioactive contamination, howsoever caused.

2. War and hostile action including any of the following and any consequence of any of the following:

a. Cyber warfare, whether or not occurring in combination with physical combat;

b. Undeclared war**;**

c. Civil war;

d. Hostile action by military force or cyber measures, including action in hindering or defending against an actual or expected attack, by any Combatant; or

e. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these, including cyber action in connection with any of the foregoing.

For purposes of this exclusion, cyber warfare, cyber measures and cyber action include, but are not limited to, the use of disruptive digital activities against a computer network or system with the intention to cause harm in order to further political or similar objectives, or to intimidate any person(s) in furtherance of such objectives, committed by a Combatant.

The attribution of an action to a Combatant will be determined by relying on reasonable evidence such as:

a. Statements by an impacted government, sovereign or other authority;

b. Statements by widely recognized international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organization); or

c. Consensus opinion within relevant expert communities such as the cyber security industry.

Decisions about the presence or absence of war, hostile action, and other terms used in this exclusion will take into consideration the full range of available tactics, weapons and technologies at the time of the event giving rise to the *loss*.

Combatant means, for purposes of this exclusion, a government, sovereign or other authority, or agents acting on their behalf.

3. Total or partial failure or interruption of, reduction in performance of, or damage to, any electrical power supply network or telecommunications network not owned and operated by you including, but not limited to, satellites, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

4. Any attack on, incident involving, or loss to any computer or system of computers that is not a *computer system.*

5. Failure, interruption, degradation of service, insolvency or bankruptcy of any cryptocurrency wallet service provider or digital currency exchange service provider.

6. Costs to research or correct any deficiency.

7. Any fines or penalties other than those explicitly covered under Data Compromise Response Expenses.

8. Any criminal investigations or proceedings.

9. Your intentional or willful complicity in a covered *loss* event.

10. Your reckless disregard for the security of your *computer system* or data, including confidential or sensitive information of others in your care, custody or control.

11. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.

12. Violation of any of the following:

a. The Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;

b. Any securities law, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act and the Organized Crime Control Act of 1970, as amended;

c. Any law relating to the unsolicited electronic dissemination of faxes, e-mails, or other

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communications, or a natural person's or entity's right of seclusion, including but not limited to the Telephone Consumer Protection Act of 1991, as amended;

d. Any law relating to biometric information privacy, including but not limited to the Biometric Information Privacy Act, as amended;

e. Any regulation promulgated under any of the foregoing laws; or

f. Except as expressly covered under this Cyber Coverage, any federal, state, common, or foreign law or legislation similar to the foregoing laws.

13. Any *personal data compromise*, *computer attack*, *cyber extortion threat*, *wrongful transfer event, computer fraud event* or *wrongful act* occurring before the *coverage term.*

14. That part of any *claim* seeking any non-monetary relief. However, this exclusion does not apply to *defense costs* arising from an otherwise insured *wrongful act.*

15. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.

16. Any *claim* or *loss* alleging, arising out of, based upon or attributable to, or brought by or on behalf of any federal, state, or legal government agency or professional or trade licensing organizations or the enforcement of any governmental law, ordinance, regulation or rule; however, this exclusion shall not apply to:

a. Actions or proceedings brought by a governmental authority or regulatory agency acting solely in its capacity as your customer;

b. *Regulatory proceedings* insured under Coverage **7**. Privacy Incident Liability; or

c. Any fine or penalty imposed by law which arises from a covered *personal data compromise.*

17. Any *loss* or liability arising out of *pollutants or contaminants* or the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of *pollutants or contaminants*, or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize *pollutants or contaminants*, or in any way respond to or assess the effects of *pollutants or contaminants*.

18. Any oral or written publication of material, if done by you or at your direction with knowledge of its falsity.

19. *Property damage* or *bodily injury* other than mental anguish or mental injury alleged in a *claim* covered under Privacy Incident Liability, Network Security Liability or Electronic Media Liability.

20. The theft of a professional or business identity.

21. Any fraudulent, dishonest or criminal act by an *identity recovery insured* or any person aiding or abetting an *identity recovery insured* , or by any *authorized representative* of an *identity recovery insured*, whether acting alone or in collusion with others. However, this exclusion will not apply to the interests of an *identity recovery insured* who has no knowledge of or involvement in such fraud, dishonesty or criminal act.

22. An *identity theft* that is not reported in writing to the police.

23. The following exclusions are applicable to Future Loss Avoidance only:

a. Any *future loss avoidance costs* incurred after this policy has been cancelled or non-renewed by either you or us.

b. The salaries or wages of your *employees* or *executives*, or your loss of earnings.

24. Any amount not insurable under applicable law.

25. Any provision of coverage under this Cyber Coverage to the extent that such provision would expose us or you to a violation of economic or trade sanctions, laws or regulations of the United States of America or any other jurisdiction with whose laws we are legally obligated to comply.

C. LIMITS OF INSURANCE

1. Aggregate Limits

Except for post-judgment interest, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Schedule is the most we will pay for all *loss* under all applicable coverage sections, except Identity Recovery, in any one *policy period* or any applicable Extended Reporting Period. The Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Schedule applies regardless of the number of insured events first discovered or *claims* or *regulatory proceedings* first received during the *policy period* or any applicable Extended Reporting Period.

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The Identity Recovery Coverage is subject to the Identity Recovery Limit as shown in the Cyber Suite Schedule.

2. Coverage Sublimits

a. Data Compromise Sublimits

The most we will pay under Data Compromise Response Expenses for Public Relations and Reputational Harm coverages for *loss* arising from any one *personal data compromise* is the applicable sublimit for each of those coverages shown in the Cyber Suite Schedule.

These sublimits are part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Schedule. Public Relations coverage is also subject to a limit per *affected individual* as described in **A.1.b.(5)**.

b. Computer Attack Sublimit

The most we will pay under Computer Attack for Public Relations coverage for *loss* arising from any one *computer attack* is the applicable Public Relations sublimit shown in the Cyber Suite Schedule. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Schedule.

c. Cyber Extortion Sublimit

The most we will pay under Cyber Extortion coverage for *loss* arising from one *cyber extortion threat* is the applicable sublimit shown in the Cyber Suite Schedule. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Schedule.

d. Misdirected Payment Fraud Sublimit

The most we will pay under Misdirected Payment Fraud coverage for *loss* arising from one *wrongful transfer event* is the applicable sublimit shown in the Cyber Suite Schedule. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Schedule.

e. Computer Fraud Sublimit

The most we will pay under Computer Fraud coverage for *loss* arising from one *computer fraud event* is the applicable sublimit shown in the Cyber Suite Schedule. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Schedule.

f. Telecommunications Fraud Sublimit

The most we will pay under Telecommunications Fraud coverage for *loss* arising from one *computer attack* on a *telecommunications system* is the applicable limit shown in the Cyber Suite Schedule. This sublimit is part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Schedule.

g. Reward Payments Sublimit

The Reward Payments sublimit shown in the Cyber Suite Schedule is the most we will pay for all *reward payments* resulting from a *personal data compromise*, *computer attack, cyber extortion threat*, *wrongful transfer event* or *computer fraud event* in any one *policy period.*

This sublimit is a part of, and not in addition to, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Schedule.

h. Identity Recovery Sublimits

The following provisions are applicable only to the Identity Recovery Coverage.

(1) Case Management Service is available as needed for any one *identity theft* for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Services do not reduce the Annual Aggregate Limit for Identity Recovery.

(2) Costs covered under item d. (Legal Costs) of the definition of *identity recovery expenses* are part of, and not in addition to, the annual aggregate limit for Identity Recovery.

(3) Costs covered under item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of *identity recovery expenses* are jointly subject to the Lost Wages and Child and Elder Care sublimit shown in the Cyber Suite Schedule. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the *identity theft* by the *identity recovery insured*.

(4) Costs covered under item **g.** (Mental Health Counseling) of the definition of *identity recovery*

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expenses is subject to the Mental Health Counseling sublimit shown in the Cyber Suite

Schedule. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to counseling that takes place within 12 months after the first discovery of the *identity theft* by the *identity recovery insured*.

(5) Costs covered under item h. (Miscellaneous Unnamed Costs) of the definition of *identity recovery expenses* is subject to the Miscellaneous Unnamed Costs sublimit shown in the Cyber Suite Schedule. This sublimit is part of, and not in addition to, the annual aggregate limit for Identity Recovery. Coverage is limited to costs incurred within 12 months after the first discovery of the *identity theft* by the *identity recovery insured* .

3. Application of Limits

a. A *computer attack*, *cyber extortion threat*, *personal data compromise*, *wrongful transfer event, computer fraud event* or *identity theft* may be first discovered by you in one *policy period* but it may cause insured *loss* in one or more subsequent *policy periods.* If so, all insured *loss* arising from such *computer attack*, *cyber extortion threat*, *personal data compromise*, *wrongful transfer event, computer fraud event* or *identity theft* will be subject to the limit of insurance applicable to the *policy period* when the *computer attack*, *cyber extortion threat*, *personal data compromise*, *wrongful transfer event, computer fraud event* or *identity theft* was first discovered by you.

b. You may first receive notice of a *claim* or *regulatory proceeding* in one *policy period* but it may cause insured *loss* in one or more subsequent *policy periods.* If so, all insured *loss* arising from such *claim* or *regulatory proceeding* will be subject to the limit of insurance applicable to the *policy period* when notice of the *claim* or *regulatory proceeding* was first received by you.

c. The limit of insurance for the Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding *policy period*.

d. Coverage for Services to Affected Individuals under Data Compromise Response Expenses is limited to costs to provide such services for a period of up to one year from the date of the notification to the *affected individuals* Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

D. DEDUCTIBLES

1. We will not pay for *loss* until the amount of the insured *loss* exceeds the deductible amount shown in the Cyber Suite Schedule. We will then pay the amount of *loss* in excess of the applicable deductible amount, subject to the applicable limits shown in the Cyber Suite Schedule. You will be responsible for the applicable deductible amount.

2. The deductible will apply to all:

a. *Loss* arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, Computer Fraud or Telecommunications Fraud coverage.

b. *Loss* resulting from the same *wrongful act* or interrelated *wrongful acts* insured under Privacy Incident Liability, Network Security Liability or Electronic Media Liability.

3. In the event that *loss* is insured under more than one coverage section, only the single highest deductible applies.

4. Insurance coverage under Identity Recovery is not subject to a deductible.

E. ADDITIONAL CONDITIONS

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

1. Additional Policy Protection

We may, from time to time, offer or arrange to provide benefits specific to one of our risk management benefits which include but are not limited to devices, equipment, services or benefits provided by either us or a third party vendor selected by us. These services or products are designed to mitigate loss, provide loss control, assess risk, identify sources of risk, or develop strategies for eliminating or reducing risk. The benefits are intended to enhance the safety, value, usability, life or protection of you or your insurable assets. Such products or services must be provided by us or by a third party vendor that has an agreement or contract with us. We do not warrant the merchantability, fitness, or quality of any product or service offered or provided by

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that organization.

2. Bankruptcy

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

3. Defense And Settlement

a. We shall have the right and the duty to assume the defense of any applicable *claim* or *regulatory proceeding* against you. You shall give us such information and cooperation as we may reasonably require.

b. You shall not admit liability for or settle any *claim* or *regulatory proceeding* or incur any *defense costs* without our prior written consent.

c. At the time a *claim* or *regulatory proceeding* is first reported to us, you may request that we appoint a defense attorney of your choice. We will give full consideration to any such request.

d. We will not be obligated to pay any *loss* or *defense costs,* or to defend or continue to defend any *claim* or *regulatory proceeding* after the applicable limit of insurance has been exhausted.

e. We will pay all interest on that amount of any judgment within the applicable limit of insurance which accrues:

(1) After entry of judgment; and

(2) Before we pay, offer to pay or deposit in court that part of the judgment within the applicable limit of insurance or, in any case, before we pay or offer to pay the entire applicable limit of insurance.

These interest payments will be in addition to and not part of the applicable limit of insurance.

f. We may, with your written consent, make any settlement of a *claim* or *regulatory proceeding* which we deem reasonable. If you refuse to consent to any settlement recommended by us and acceptable to the claimant or plaintiff, our liability for all *settlement costs* and *defense costs* resulting from such *claim* or *regulatory proceeding* will not exceed the following:

(1) The amount for which we could have settled such *claim* or *regulatory proceeding* plus *defense costs* incurred as of the date we proposed such settlement in writing to you; plus

(2) 80% of any *settlement costs* and *defense costs* incurred after the date of such proposed settlement;

subject to the applicable limits.

4. Due Diligence

You agree to use due diligence to prevent and mitigate *loss* insured under this Cyber Coverage. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

a. Providing and maintaining appropriate physical security for your premises, *computer systems* and hard copy files;

b. Providing and maintaining appropriate computer and Internet security;

c. Maintaining and updating at appropriate intervals backups of computer data;

d. Protecting transactions, such as processing credit card, debit card and check payments; and

e. Appropriate disposal of files containing *personally identifying information, personally sensitive information* or *third party corporate data,* including shredding hard copy files and destroying physical media used to store electronic data.

5. Duties in the Event of a Claim, Regulatory Proceeding or Loss

a. If, during the *policy period*, incidents or events occur which you reasonably believe may give rise to a *claim* or *regulatory proceeding* for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with a federal, state or local agency; or upon an oral *claim*, allegation or threat, you shall give written notice to us as soon as practicable and either:

(1) Anytime during the *policy period*; or

(2) Anytime during the extended reporting periods (if applicable).

b. If a *claim* or *regulatory proceeding* is brought against you, you must:

(1) Immediately record the specifics of the *claim* or *regulatory proceeding* and the date received;

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(2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the *claim* or *regulatory proceeding* is first received by you;

(3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the *claim* or *regulatory proceeding*;

(4) Authorize us to obtain records and other information;

(5) Cooperate with us in the investigation, settlement or defense of the *claim* or *regulatory proceeding*;

(6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of *loss* or *defense costs* to which this insurance may also apply; and

(7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such *claim* or *regulatory proceeding*.

c. In the event of a *personal data compromise*, *computer attack*, *cyber extortion threat, wrongful transfer event, computer fraud event* or *identity theft*, insured under this Cyber Coverage, you and any involved *identity recovery insured* must see that the following are done:

(1) Notify the police if a law may have been broken.

(2) Notify us as soon as practicable, but in no event more than 60 days after the *personal data compromise*, *computer attack*, *cyber extortion threat*, *wrongful transfer event*, *computer fraud event* or *identity theft*.

(3) Preserve the *computer system* and any records necessary to the adjustment of the loss.

(4) Cooperate with us in the investigation or settlement as follows:

(a) Provide the following information within 30 days after our request:

i. A description of how, when and where the *personal data compromise*, *computer attack*, *cyber extortion threat, wrongful transfer event*, *computer fraud event* or *identity theft* occurred and specifically, either:

(i) The attack vector or suspected attack vector and any vulnerability, as established and described in the National Vulnerability Database operated by the National Institute of Standards and Technology, that was exploited; or

(ii) Substantiated confirmation that the attack vector and/or vulnerability cannot be identified.

ii. Written reports of any service providers who participated in the investigation of or response to the *personal data compromise, computer attack, cyber extortion threat, wrongful transfer event, computer fraud event* or *identity theft*.

iii. Written reports or correspondence to or from law enforcement or any governmental authority or agency, or similar organization.

iv. Any additional information we request relevant to the investigation of the *loss*.

(b) As may be reasonably required, permit us or a third party appointed by us to inspect and audit the *computer system* and any records. Any additional expenses related to this Condition **5.c.(4)(b)** will be paid by us and will be in addition to, and not part of, the Cyber Suite Annual Aggregate Limit. We must approve such expenses in advance.

(c) Send us signed, sworn proof of *loss* containing the information we request to investigate the *personal data compromise, computer attack, cyber extortion threat, wrongful transfer event, computer fraud event* or *identity theft*. You must do this within 60 days after our request. We will supply you with the necessary forms.

(5) If you intend to continue your business, resume all or part of your operations as quickly as possible.

(6) Make no statement that will assume any obligation or admit any liability, for any *loss* for which we may be liable, without our prior written consent.

(7) Promptly send us any legal papers or notices received concerning the *loss*.

d. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the *claim*, *regulatory proceeding* or *loss*, including your records. In the event of an examination, your answers must be signed.

e. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

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6. Extended Reporting Periods

a. You will have the right to the Extended Reporting Periods described in this section, in the event of a *termination of coverage*.

b. If a *termination of coverage* has occurred, you will have the right to the following:

(1) At no additional premium, an Automatic Extended Reporting Period of 30 days immediately following the effective date of the *termination of coverage* during which you may first receive notice of a *claim* or *regulatory proceeding* arising directly from a *wrongful act* occurring before the end of the *policy period* and which is otherwise insured by this Cyber Coverage; and

(2) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the *termination of coverage* during which you may first receive notice of a *claim* or *regulatory proceeding* arising directly from a *wrongful act* occurring before the end of the *policy period* and which is otherwise insured by this Cyber Coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days after the effective date of *termination of coverage.* The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

7. Identity Recovery Help Line

For assistance, if Identity Recovery applies, the *identity recovery insured* should call the

Identity Recovery Help Line at **1-844-855-1894**.

The **Identity Recovery Help Line** can provide the *identity recovery insured* with:

a. Information and advice for how to respond to a possible *identity theft*; and

b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

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

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

8. Legal Action Against Us

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

a. There has been full compliance with all of the terms of this insurance; and

b. The action is brought within two years after the date the *loss* or *identity theft* is first discovered by you, or the date on which you first receive notice of a *claim* or *regulatory proceeding*.

9. Legal Advice

We are not your legal advisor. Our determination of what is or is not insured under this Cyber Coverage does not represent advice or counsel from us about what you should or should not do.

10. Other Insurance

If there is other insurance that applies to the same *loss*, this Cyber Coverage shall apply only as excess insurance after all other applicable insurance has been exhausted.

11. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to *affected individuals*. We assume no responsibility under Data Compromise Response Expenses for any services promised to *affected individuals* without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under the Service Providers condition below. You must provide

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the following at our pre-notification consultation with you:

a. The exact list of *affected individuals* to be notified, including contact information.

b. Information about the *personal data compromise* that may appropriately be communicated with *affected individuals*.

c. The scope of services that you desire for the *affected individuals*. For example, coverage may be structured to provide fewer services in order to make those services available to more *affected individuals* without exceeding the available Data Compromise Response Expenses limit of insurance.

12. Service Providers

a. We will only pay under this Cyber Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Cyber Coverage. We will not unreasonably withhold such approval.

b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:

(1) Such alternate service provider must be approved by us;

(2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and

(3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

13. Services

The following conditions apply as respects any services provided to you or any *affected individual* or *identity recovery insured* by us, our designees or any service firm paid for in whole or in part under this Cyber Coverage:

a. The effectiveness of such services depends on the cooperation and assistance of you, *affected individuals* and *identity recovery insureds*.

b. All services may not be available or applicable to all individuals. For example, *affected individuals* and *identity recovery insureds* who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.

c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

d. Except for the services of an *identity recovery case manager* under Identity Recovery, which we will provide directly, you will have a direct relationship with the professional service firms paid for in whole or in part under this Cyber Coverage. Those firms work for you.

14. Valuation

We will determine the value of *money, securities,* cryptocurrency and tangible property as follows:

a. Our payment for loss of *money* or loss payable in *money* will be, at your option, in the *money* of the country in which the *computer fraud event, cyber extortion threat, reward payments* or *wrongful transfer event* took place or in the United States of America dollar equivalent thereof determined at the rate of exchange published by the Wall Street Journal at the time of payment of such loss.

b. Our payment for loss of *securities* will be their value at the close of business on the day the *computer fraud event* or the *wrongful transfer event* was discovered, or the day the *securities* were transferred by you in response to the *cyber extortion threat.* At our option, we may:

(1) Pay the value of such *securities* to you or replace them in kind, in which event you must assign to us all of your rights, title and interest in those *securities*; or

(2) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the *securities*; provided that we will be liable only for the cost of the Lost Securities Bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the *securities* at the close of business on the day the *computer fraud event*, *cyber extortion threat* or *wrongful*

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transfer event was discovered.

c. Our payment of cryptocurrency will be its value at the close of business on the day the cryptocurrency was transferred by you in response to the covered *cyber extortion threat.*

d. Our payment for the loss of tangible property will be the smallest of:

(1) The cost to replace the tangible property; or

(2) The amount you actually spend that is necessary to replace the tangible property.

We will not pay you on a replacement costs basis for any loss of tangible property until such property is actually replaced and unless the replacement is made as soon as reasonably possible after the *loss*. If the lost property is not replaced as soon as reasonably possible after the *loss*, we will pay you the actual cash value of the tangible property on the day the *computer fraud event, cyber extortion threat* or *wrongful transfer event* was discovered.

F. DEFINITIONS

1. "*Affected Individual*" means any person whose *personally identifying information* or *personally sensitive information* is lost, stolen, accidentally released or accidentally published by a *personal data compromise* covered under this Cyber Coverage. This definition is subject to the following provisions:

a. *Affected individual* does not include any business or organization. Only an individual person may be an *affected individual.*

b. An *affected individual* may reside anywhere in the world.

2. *"Authorized Representative"* means a person or entity authorized by law or contract to act on behalf of an *identity recovery insured* .

3. *"Authorized Third Party User"* means a party who is not an *employee* or a *executive* of yours who is authorized by contract or other agreement to access the *computer system* for the receipt or delivery of services.

4. *"Bodily Injury"* means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. *"Business Income and Extra Expense Loss"* means loss of Business Income and Extra Expense.

a. As used in this definition, Business Income means the sum of:

(1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and

(2) Continuing normal and necessary operating expenses incurred, including *employee* and *executive* payroll.

b. As used in this definition, Extra Expense means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no *computer attack* occurred.

6. *"Claim"*

a. *Claim* means:

(1) A written demand for monetary damages or non-monetary relief, including injunctive relief;

(2) A civil proceeding commenced by the filing of a complaint;

(3) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;

(4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit or to which we agree you should submit to;

arising from a *wrongful act* or a series of interrelated *wrongful acts* including any resulting appeal.

b. *Claim* does not mean or include:

(1) Any demand or action brought by or on behalf of someone who is:

(a) Your director;

(b) Your owner or part-owner; or

(c) A holder of your *securities*;

in their capacity as such, whether directly, derivatively, or by class action. *Claim* will include

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proceedings brought by such individuals in their capacity as *affected individuals,* but only to the extent that the damages claimed are the same as would apply to any other *affected individual;* or

(2) A *regulatory proceeding*.

c. *Claim* includes a demand or proceeding arising from a *wrongful act* that is a *personal data compromise* only when the *personal data compromise* giving rise to the proceeding was covered under the Data Compromise Response Expenses section of this Cyber Coverage, and you submitted a *claim* to us and provided notifications and services to *affected individuals* in consultation with us pursuant to Data Compromise Response Expenses in connection with such *personal data compromise*.

7. *"Computer Attack"*

a. *"Computer attack"* means one of the following involving the *computer system:*

(1) An *unauthorized access incident;*

(2) A *malware attack;* or

(3) A *denial of service attack* against a *computer system*.

b. A *computer attack* ends at the earlier of:

(1) The time that the active attacking behavior ceases, the time that you have regained control over the *computer system* or the time that all unauthorized creation, destruction or movement of data associated with the *computer attack* has ceased, whichever happens latest; or

(2) 30 days after your discovery of the *computer attack*.

8. *"Computer Fraud Costs"* means:

a. The amount of *money* fraudulently obtained from you. *Computer fraud costs* include the direct financial loss only.

b. *Computer fraud costs* do not include any of the following:

(1) Other expenses that arise from the *computer fraud event;*

(2) Indirect loss, such as *bodily injury,* lost time, lost wages, *identity recovery expenses* or damaged reputation;

(3) Any interest, time value or potential investment gain on the amount of financial loss; or

(4) Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

9. *"Computer Fraud Event"* means:

a. An *unauthorized access incident* that leads to the intentional, unauthorized and fraudulent entry of or change to data or instructions within a *computer system* owned or leased by you and operated under your control. Such fraudulent entry or change must be conducted by a person who is not an *employee, executive* or *independent contractor.* Such fraudulent entry or change must cause *money* to be sent or diverted. The fraudulent entry or change must result in direct financial loss to you.

b. *Computer fraud event* does not mean or include any occurrence:

(1) In which you are threatened or coerced to send *money* or divert a payment; or

(2) Arising from a dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.

10. *"Computer System"* means a computer or other electronic hardware that:

a. Is owned or leased by you and operated under your control; or

b. Is operated by a third-party service provider used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting or storing your electronic data, pursuant to a written contract with you for such services. However, such computer or other electronic hardware operated by such third party shall only be considered to be a *computer system* with respect to the specific services provided by such third party to you under such contract.

11. "*Coverage Term*" means the increment of time:

a. Commencing on the earlier of the first inception date of this Cyber Coverage or the first inception date of any coverage substantially similar to that described in this Cyber Coverage and held immediately prior to this Cyber coverage; and

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b. Ending upon the *termination of coverage*.

12. *"Coverage Territory"* means:

a. With respect to Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, Computer Fraud, Telecommunications Fraud and Identity Recovery, *coverage territory* means anywhere in the world.

b. With respect to Privacy Incident Liability, Network Security Liability and Electronic Media Liability, *coverage territory* means anywhere in the world, however *claims* must be brought within the United States (including its territories and possessions) or Puerto Rico.

13. *"Cyber Extortion Expenses"* means:

a. The cost of a negotiator or investigator retained by you in connection with a *cyber extortion threat*; and

b. Any amount paid by you in response to a *cyber extortion threat* to the party that made the *cyber extortion threat* for the purposes of eliminating the *cyber extortion threat* when such expenses are necessary and reasonable and arise directly from a *cyber extortion threat*. This includes any payment made in the form of *money, securities,* cryptocurrency (including, but not limited to, Bitcoin, Ethereum and other forms of digital, virtual or electronic currency) or tangible goods. The payment of *cyber extortion expenses* must be approved in advance by us. We will not unreasonably withhold our approval. However we may pay for *cyber extortion expenses* that were not approved in advance by us if we determine the following:

(1) It was not practical for you to obtain our prior approval; and

(2) If consulted at the time, we would have approved the payment.

At our sole discretion, we may choose to pay *cyber extortion expenses* in excess of the limit shown in the Schedule if doing so reduces the total amount of *loss* payable under this Cyber Coverage.

14. *"Cyber Extortion Threat"* means:

a. *Cyber extortion threat* means a demand for money from you based on a credible threat, or series of related credible threats, to:

(1) Launch a *denial of service attack* against the *computer system* for the purpose of denying *authorized third party users* access to your services provided through the *computer system* via the Internet;

(2) Gain access to a *computer system* and use that access to steal, release or publish *personally identifying information, personally sensitive information* or *third party corporate data;*

(3) Alter, damage or destroy electronic data or software while such electronic data or software is stored within a *computer system;*

(4) Launch a *computer attack* against a *computer system* in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a *computer system;* or

(5) Transfer, pay or deliver any funds or property using a *computer system* without your authorization.

b. *Cyber extortion threat* does not mean or include any threat made in connection with a legitimate commercial dispute.

15. *"Data Re-creation Costs"*

a. *Data re-creation costs* means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.

b. *Data re-creation costs* does not mean or include costs to research, re-create or replace:

(1) Software programs or operating systems that are not commercially available; or

(2) Data that is obsolete, unnecessary or useless to you.

16. *"Data Restoration Costs"*

a. *Data restoration costs* means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered *data restoration costs*, such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.

b. *Data restoration costs* does not mean or include costs to research, re-create or replace:

(1) Software programs or operating systems that are not commercially available; or

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(2) Data that is obsolete, unnecessary or useless to you.

17. *"Defense Costs"*

a. *Defense costs* means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense and appeal of any *claim* or *regulatory proceeding* against you. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.

b. *Defense costs* does not mean or include the salaries or wages of your *employees* or *executives*, or your loss of earnings.

18. *"Denial of Service Attack"* means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.

19. *"Electronic Media Incident"* means an allegation that the display of information in electronic form by you on a website resulted in:

a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;

b. Defamation against a person or organization that is unintended; or

c. A violation of a person's right of privacy, including false light and public disclosure of private facts.

20. *"Employee"* means any natural person, other than an *executive,* who was, now is or will be:

a. Employed on a full-time or part-time basis by you;

b. Furnished temporarily to you to substitute for a permanent *employee* on leave or to meet seasonal or short-term workload conditions;

c. 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, but does not mean a temporary employee as defined in paragraph **b.**;

d. Your volunteer worker, which includes unpaid interns; or

e. An *independent contractor*.

21. *"Executive"* means any natural person who was, now is or will be:

a. The owner of your sole proprietorship; or

b. A duly elected or appointed:

(1) Director;

(2) Officer;

(3) Managing Partner;

(4) General Partner;

(5) Member (if a limited liability company);

(6) Manager (if a limited liability company); or

(7) Trustee;

of your business.

22. *"Extended Income Loss"* means your actual *business income and extra expense loss* incurred during the *extended recovery period.*

23. *"Extended Recovery Period"* means a fixed period of 180 days immediately following the end of the *period of restoration.*

24. *"Future Loss Avoidance Costs"*

a. *Future loss avoidance costs* means the amount you spend to make improvements to a *computer system* owned or leased by you and operated under your control, provided:

(1) Such *future loss avoidance costs* are incurred within 30 days after your discovery of the *computer attack;* and

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(2) We agree in writing that improvements to which *future loss avoidance costs* relate would reasonably reduce the likelihood of a future *computer attack* similar to the one for which you have received payment under Coverage **2.** Computer Attack paragraphs **b.(1)** through **b.(4).** We will not unreasonably withhold such agreement; and

(3) We receive your invoices for the *future loss avoidance costs* no later than 60 days after the date you received the payment for the loss under Coverage **2.** Computer Attack paragraphs **b.(1)** through **b.(4).**

b. The most we will pay for all *future loss avoidance costs* with respect to any one *computer attack* is 10% of our Eligible Payment to you prior to any payment under this Future Loss Avoidance coverage. Any portion of the payment made for hardware replacement or hardware upgrades reduces the amount we will pay.

c. The improvements described in paragraph **a.(2)** may include, but are not limited to, hardware and software upgrades. Improvements involving services subject to lease, license or subscription may have costs that are ongoing. In such case, the most we will pay are costs associated with the first 12 months of any such service, subject to the amount described in paragraph b. above.

d. As used in this coverage, Eligible Payment means our total payment to you under Coverage **2.** Computer Attack paragraphs **b.(1)** through **b.(4),** not including any deductible amount.

25. *"Identity Recovery Case Manager"* means one or more individuals assigned by us to assist an *identity recovery insured* with communications we deem necessary for re-establishing the integrity of the personal identity of the *identity recovery insured* . This includes, with the permission and cooperation of the *identity recovery insured,* written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

26. "*Identity Recovery Expenses*" means the following when they are reasonable and necessary expenses that are incurred as a direct result of an *identity theft* suffered by an *identity recovery insured*:

a. Re-Filing Costs

Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an *identity theft*.

b. Notarization, Telephone and Postage Costs

Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the *identity recovery insured's* efforts to report an *identity theft* or amend or rectify records as to the *identity recovery insured's* true name or identity as a result of an *identity theft*.

c. Credit Reports

Costs for credit reports from established credit bureaus.

d. Legal Costs

Fees and expenses for an attorney approved by us for the following:

(1) The defense of any civil suit brought against an *identity recovery insured*.

(2) The removal of any civil judgment wrongfully entered against an *identity recovery insured*.

(3) Legal assistance for an *identity recovery insured* at an audit or hearing by a governmental agency.

(4) Legal assistance in challenging the accuracy of the *identity recovery insured's* consumer credit report.

(5) The defense of any criminal charges brought against an *identity recovery insured* arising from the actions of a third party using the personal identity of the *identity recovery insured*.

e. Lost Wages

Actual lost wages of the *identity recovery insured* for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

f. Child and Elder Care Expenses

Actual costs for supervision of children or elderly or infirm relatives or dependents of the *identity recovery insured* during time reasonably and necessarily taken away from such supervision. Such care

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must be provided by a professional care provider who is not a relative of the *identity recovery insured*.

g. Mental Health Counseling

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the *identity recovery insured*.

h. Miscellaneous Unnamed Costs

Any other reasonable costs necessarily incurred by an *identity recovery insured* as a direct result of the *identity theft*.

(1) Such costs include:

(a) Costs by the *identity recovery insured* to recover control over his or her personal identity.

(b) Deductibles or service fees from financial institutions.

(2) Such costs do not include:

(a) Costs to avoid, prevent or detect *identity theft* or other loss.

(b) *Money* lost or stolen.

(c) Costs that are restricted or excluded elsewhere in this Cyber Coverage or policy.

27. *"Identity Recovery Insured"* means the following:

a. When the entity insured under this Cyber Coverage is a sole proprietorship, the *identity recovery insured* is the individual person who is the sole proprietor of the insured identity.

b. When the entity insured under this Cyber Coverage is a partnership, the *identity recovery insureds* are the current partners.

c. When the entity insured under this Cyber Coverage is a corporation or other form of organization, other than those described in a. or b. above, the *identity recovery insureds* are all individuals having an ownership position of 20% or more of the insured entity. However, if, and only if, there is no one who has such an ownership position, then the *identity recovery insured* will be:

(1) The chief *executive* of the insured entity; or

(2) As respects a religious institution, the senior ministerial employee.

An *identity recovery insured* must always be an individual person. If the entity insured under this Cyber Coverage is a legal entity, that legal entity is not an *identity recovery insured*.

28. *"Identity Theft"*

a. *Identity theft* means the fraudulent use of *personally identifying information.* This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

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

29. *"Independent Contractor"* means a natural person that provides goods or services to you under terms specified in a written contract, but only while acting on behalf of, at the direction of, and under the supervision of you.

30. *"Loss"*

a. With respect to Data Compromise Response Expenses, *loss* means those expenses enumerated in Data Compromise Response Expenses, paragraph **b**.

b. With respect to Computer Attack, *loss* means those expenses enumerated in Computer Attack, paragraph **b**.

c. With respect to Cyber Extortion, *loss* means *cyber extortion expenses.*

d. With respect to Misdirected Payment Fraud, *loss* means *wrongful transfer costs.*

e. With respect to Computer Fraud, *loss* means *computer fraud costs.*

f. With respect to Telecommunications Fraud, *loss* means *telecommunications fraud costs*.

g. With respect to Privacy Incident Liability, Network Security Liability and Electronic Media Liability, *loss* means *defense costs* and *settlement costs.*

h. With respect to Identity Recovery, *loss* means those expenses enumerated in Identity Recovery, paragraph **b**.

At our option, we will either reimburse you for *loss* incurred, or pay *loss* on your behalf.

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31. *"Malware Attack"*

a. *Malware attack* means an attack that damages a *computer system* or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers.

b. *Malware attack* does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your *computer system* during the manufacturing process or normal maintenance.

32. *"Money"* means:

a. *Money* means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, banknotes, bullion, travelers' checks, registered checks and money orders held for sale to the public.

b. *Money* does not mean or include any cryptocurrency, whether or not authorized or adopted by a domestic or foreign government. Cryptocurrency includes, but is not limited to, Bitcoin, Ethereum and other forms of digital, virtual or electronic currency.

33. *"Network Security Incident*" means a negligent security failure or weakness with respect to a *computer system* which allowed one or more of the following to happen:

a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;

b. The unintended abetting of a *denial of service attack* against one or more other systems; or

c. The unintended loss, release or disclosure of *third party corporate data.*

34. *"Period of Indemnification"* means the period of time that begins on the date you first provided notification to *affected individuals* pursuant to Coverage **1.** Data Compromise Response Expenses and ends after 30 days.

35. *"Period of Restoration"* means the period of time that begins 8 hours after the time that a *computer attack* is discovered by you and continues until the earliest of:

a. The date that all data restoration, data re-creation and system restoration directly related to the *computer attack* has been completed;

b. The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch;

c. If no data restoration, data re-creation or system restoration is required, the end of the *computer attack*; or

d. 180 days after the *computer attack* is discovered by you.

36. *"Personal Data Compromise"* means the loss, theft, accidental release or accidental publication of *personally identifying information* or *personally sensitive information* as respects one or more *affected individuals* If the loss, theft, accidental release or accidental publication involves *personally identifying information,* such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

a. At the time of the loss, theft, accidental release or accidental publication, the *personally identifying information* or *personally sensitive information* need not be at the insured premises but must be in the direct care, custody or control of:

(1) You; or

(2) A professional entity with which you have a direct relationship and to which you (or *an affected individual* at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.

b. P*ersonal data compromise* includes disposal or abandonment of *personally identifying information* or *personally sensitive information* without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.

c. P*ersonal data compromise* includes situations where there is a reasonable cause to suspect that such *personally identifying information* or *personally sensitive information* has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.

d. All incidents of *personal data compromise* that are discovered at the same time or arise from the same cause will be considered one *personal data compromise*.

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37. "*Personally Identifying Information*"

a. *Personally identifying information* means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of a natural person. This includes, but is not limited to, Social Security numbers or account numbers.

b. *Personally identifying information* does not mean or include information that is otherwise available to the public, such as names and addresses.

38. *"Personally Sensitive Information"*

a. *Personally sensitive information* means private information specific to a natural person, the release of which requires notification of *affected individuals* under any applicable law.

b. *Personally sensitive information* does not mean or include *personally identifying information*.

39. *"Policy Period"* means the period commencing on the effective date shown in the Cyber Suite Schedule The *policy period* ends on the expiration date or the cancellation date of this Cyber Coverage, whichever comes first.

40. "*Pollutants or Contaminants*" include, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, bacterium, microorganism, virus or other pathogen, diseases, germs, soot, fumes, asbestos, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

41. "*Privacy Incident*"

a. *Privacy Incident* means:

(1) A *personal data compromise;*

(2) Your failure to comply with a Privacy Policy;

(3) Your unauthorized, unlawful (including, but not limited to, in violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act or similar laws) or wrongful collection of *personally identifying information*; or

(4) Your unlawful (including, but not limited to, in violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act or similar laws) or wrongful failure to amend, correct or delete *personally identifying information*.

b. *Privacy Incident* does not mean or include unlawful or *wrongful acts* in violation of any law relating to biometric information privacy, including but not limited to the Biometric Information Privacy Act.

c. For the purpose of this definition, Privacy Policy means a publicly available written policy formally adopted by you which addresses the collection, handling and management of *personally identifying information*.

42. *"Property Damage"* means

a. Physical injury to or destruction of tangible property including all resulting loss of use; or

b. Loss of use of tangible property that is not physically injured.

43. *"Regulatory Proceeding"* means an investigation, demand or proceeding alleging a violation of law or regulation arising from a *personal data compromise* brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

44. *"Reputational Harm Costs"*

a. *Reputational harm costs* means the loss of Business Income during the *period of indemnification* arising directly from damage to your reputation caused by a *personal data compromise*.

As used in this definition, Business Income means the sum of:

(1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and

(2) Continuing normal and necessary operating expenses incurred, including *employee* and *executive* payroll.

b. *Reputational harm costs* does not mean or include Business Income you lose due to:

(1) Unfavorable or deteriorated business conditions;

(2) Decreased market share;

(3) Any other consequential damages or losses;

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(4) Legal costs or expenses;

(5) Investment income;

(6) Bank interest;

(7) Seasonal fluctuations;

(8) Additional costs you incur to operate your business over and above the costs that you normally would have incurred to operate your business during the same period had no *personal data compromise* occurred.

45. *"Reward Payments"* means*:*

An amount of *money* paid by you to any individual(s) for information leading to the arrest and conviction of any perpetrator(s) of a *personal data compromise, computer attack, cyber extortion threat, wrongful transfer event,* or *computer fraud event* that:

a. We agree to in writing prior to the *reward payments* being offered or paid; and

b. Are offered and paid prior to the earlier of:

(1) Six months after the *personal data compromise, computer attack, cyber extortion threat, wrongful transfer event,* or *computer fraud event*. or

(2) Expiration of the policy term.

Such individual may not be:

(1) You;

(2) Your *employee*;

(3) Anyone hired by you to investigate a *personal data compromise, computer attack, cyber extortion threat, wrongful transfer event,* or *computer fraud event.* or

(4) A member of law enforcement.

46. *"Securities"*

a. *Securities means:*

(1) Written negotiable and non-negotiable instruments or contracts representing *money* or tangible property; or

(2) Uncertified *securities*.

b. *Securities* does not mean or include *money.*

47. *"Settlement Costs"*

a. *Settlement costs* means the following, when they arise from a *claim*:

(1) Damages, judgments or settlements; and

(2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and

(3) Pre-judgment interest on that part of any judgment paid by us.

b. *Settlement costs* does not mean or include:

(1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under Data Compromise Response Expenses;

(2) Punitive and exemplary damages;

(3) The multiple portion of any multiplied damages;

(4) Taxes; or

(5) Matters which may be deemed uninsurable under the applicable law.

c. With respect to fines and penalties, the law of the jurisdiction most favorable to the insurability of those fines, or penalties will control for the purpose of resolving any dispute between us and you regarding whether the fines, or penalties specified in this definition above are insurable under this Cyber Coverage, provided that such jurisdiction:

(1) Is where those fines, or penalties were awarded or imposed;

(2) Is where any *wrongful act* took place for which such fines, or penalties were awarded or imposed;

(3) Is where you are incorporated or you have your principal place of business; or

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(4) Is where we are incorporated or have our principal place of business.

48. *"System Restoration Costs"*

a. *System restoration costs* means the costs of an outside professional firm hired by you to do any of the following in order to restore your *computer system* to its pre-*computer attack* level of functionality:

(1) Replace or reinstall computer software programs;

(2) Remove any malicious code; and

(3) Configure or correct the configuration of your *computer system.*

b. *System restoration costs* does not mean or include:

(1) Costs to increase the speed, capacity or utility of a *computer system* beyond what existed immediately prior to the *computer attack*;

(2) Labor costs of your *employees* or *executives*;

(3) Any costs in excess of the actual cash value of your *computer system;* or

(4) Costs to repair or replace hardware. However, at our sole discretion, we may choose to pay to repair or replace hardware if doing so reduces the amount of *loss* payable under this Cyber Coverage.

49. "*Telecommunications Fraud Costs*" means any payment that you are responsible for making to your Telephone Service Provider as a result of a *computer attack* on a *telecommunications system* that is owned or leased by you and operated under your control. As used in this definition, Telephone Service Provider means a business with which you have a written contract to provide you with telephone services.

50. "*Telecommunications System*" means any telephone or fax system including but not limited to, Voice over Internet Protocol (VoIP) or other internet based telephone system that is owned or leased by you and operated under your control.

51. *"Termination of Coverage"* means:

a. You or we cancel this coverage;

b. You or we refuse to renew this coverage; or

c. We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this Cyber Coverage.

52. *"Third Party Corporate Data"*

a. *Third party corporate data* means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not an insured under this Cyber Coverage which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.

b. *Third party corporate data* does not mean or include *personally identifying information* or *personally sensitive information.*

53. *"Unauthorized Access Incident"* means the gaining of access to a *computer system* by:

a. An unauthorized person or persons; or

b. An authorized person or persons for unauthorized purposes.

54. *"Wrongful Act"*

a. With respect to Privacy Incident Liability, *wrongful act* means a *privacy incident*.

b. With respect to Network Security Liability*, wrongful act* means a *network security incident.*

c. With respect to Electronic Media Liability, *wrongful act* means an *electronic media incident.*

55. *"Wrongful Transfer Costs"* means the amount of *money* fraudulently obtained from you*. Wrongful transfer costs* include the direct financial loss only. *Wrongful transfer costs* do not include any of the following:

a. Other expenses that arise from the *wrongful transfer event;*

b. Indirect loss, such as *bodily injury,* lost time, lost wages, *identity recovery expenses* or damaged reputation;

c. Any interest, time value or potential investment gain on the amount of financial loss; or

d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third

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party, such as a financial institution.

56. *"Wrongful Transfer Event"*

a. *Wrongful transfer event* means an intentional and criminal deception of you or a financial institution with which you have an account. The deception must be perpetrated by a person who is not an *employee, executive* or *independent contractor* using email, facsimile or telephone communications to induce you or the financial institution to send or divert *money, securities* or tangible property. The deception must result in direct financial loss to you.

b. *Wrongful transfer event* does not mean or include any occurrence:

(1) In which you are threatened or coerced to send *money* or divert a payment; or

(2) Arising from a dispute or disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.

ALL OTHER PROVISIONS OF THIS POLICY APPLY.

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CYBER SUITE SCHEDULE

IL-7151(7-25)

Policy Number: FG0397
Named Insured: APPLE GLEN WEST HOMEOWNER'S

Cyber Coverage Effective Date:08-25-2026

CYBER SUITE

Annual Aggregate Limit:	**$**100,000
Deductible Per Occurrence:	**$**1,000
DATA COMPROMISE RESPONSE EXPENSES	**Included**
Sublimits Per Occurrence	
Public Relations:	$10,000
Reputational Harm:	$10,000
COMPUTER ATTACK	**Included**
Sublimit Per Occurrence	
Public Relations:	$10,000
Sublimited Coverages Per Occurrence	
Cyber Extortion:	$10,000
Misdirected Payment Fraud:	$10,000
Computer Fraud:	$10,000
Telecommunications Fraud:	$10,000
REWARD PAYMENTS	**Included**
Sublimit Per Policy Period:	$25,000
PRIVACY INCIDENT LIABILITY	**Included**
Privacy Incident Defense	
Privacy Incident Liability	
NETWORK SECURITY LIABILITY	**Included**
Network Security Defense	
Network Security Liability	
ELECTRONIC MEDIA LIABILITY	**Included**
Electronic Media Defense	
Electronic Media Liability	

IDENTITY RECOVERY

Annual Aggregate Limit Per *Identity Recovery Insured*:	**$25,000**
Deductible Per Occurrence:	**None**
Sublimits Per Occurrence	
Lost Wages and Child and Elder Care Expenses:	$5,000
Mental Health Counseling:	$1,000
Miscellaneous Unnamed Costs:	$1,000

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This endorsement changes the policy. Please read it carefully.

This endorsement modifies the insurance provided under the following:

Cyber Suite Coverage

E. ADDITIONAL CONDITIONS, **6. Extended Reporting Periods**, paragraph **b.(2)** is deleted and replaced with the following:

(2) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the *termination of coverage* during which you may first receive notice of a *claim* or *regulatory proceeding* arising directly from a *wrongful act* occurring before the end of the *policy period* and which is otherwise insured by this Cyber Coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 60 days after the effective date of *termination of coverage*. The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

Upon your request, you shall be provided within 30 days thereafter, sufficient information about closed or paid claims, claims for which the company has established reserves, and claims for which the company has received notices of occurrences which could give rise to claims to allow you to determine how much of your aggregate coverage remains available under the policy.

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COMMERCIAL EXCESS LIABILITY COVERAGE PART

Declarations

First Named Insured and Address:

APPLE GLEN WEST HOMEOWNER'S ASSOCIATION INC
C/O HOA SERVICES
2350 HONEYCRISP DR
GRAND JUNCTION CO 81505

Agency Name and Number:

KNODE & ASSOCIATES LLC
7114-AO

Policy Number: FG0397

Policy Period: Effective Date: 08-25-26
Expiration Date: 08-25-27

12:01 A.M. standard time at your mailing address shown in the declarations

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

COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CU-7008(11-05)	Asbestos Exclusion	
CU-7010(3-03)	Nuclear Energy Liability Exclusion Endorsement	
CU-7037(5-05)	Commercial Excess Liability Coverage Form	
CU-7054(3-03)	Fungi or Bacteria Exclusion	
CU-7057(1-04)	Electronic Data Liability Exclusion	
CU-7067(3-03)	War Liability Exclusion	
CU-7072(1-15)	Conditional Exclusion of Terrorism (Relating to Disposition of Fed. Act)	
CU-7081(3-07)	Colorado Changes - Cancellation and Nonrenewal	
CU-7086(1-15)	Exclusion of Certified Acts of Terrorism	
CU-7098(11-15)	Revision of Other Insurance Condition For Additional Insureds - Auto Status	$100.00
CU-7138(10-24)	Cannabis Exclusion With Hemp Exception	
CU-7140(10-20)	Cyber Suite Exclusion	
CU-7149(5-23)	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)	
CU-7152(1-26)	Exclusion - Human Trafficking	
IL-0125R(3-14)	Colorado Changes - Civil Union	
	Advance Endorsement Premium	**$100.00**

STATE ENDORSEMENT ASSIGNMENT

PREMIUM SUMMARY

Advance Endorsement Premium	$100.00

Total Advance	**$500.00**

ADDITIONAL NAMED INSUREDS

WHO IS AN INSURED includes the following Additional Named Insureds:

NONE

LIMITS OF INSURANCE

General Aggregate	$1,000,000
Products-Completed Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000

PREMIUM COMPUTATION

Not Subject to Audit

Estimated Advance Premium	$400.00

SCHEDULE OF UNDERLYING INSURANCE - GENERAL LIABILITY

Policy Number: CG-FG0397
Name of Insurer: ACUITY, A Mutual Insurance Company
Policy Period: 08-25-26 To 08-25-27

Occurrence Coverage

Limits or Amounts of Insurance

General Aggregate Limit (Other Than Products-Completed Operations)	$2,000,000
Products-Completed Operations Aggregate Limit	$2,000,000
Personal and Advertising Injury Limit (Any One Person or Organization)	$1,000,000
Each Occurence Limit	$1,000,000

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Index of Policy Provisions

Page

SECTION I - COVERAGES....2
- Insuring Agreement....2
- Exclusions....2
- Investigation or Settlement of Claims or Defense of Insured Against Suits....3
- Coverage Extension....4

SECTION II - LIMIT OF INSURANCE....4

SECTION III - CONDITIONS....5
- Appeals....5
- Bankruptcy of Underlying Insurer....5
- Duties in the Event of Occurrence, Claim or Suit....5
- Maintenance of Underlying Insurance....5
- Other Insurance....5
- Policy Period....6

SECTION IV - DEFINITIONS....6

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This policy contains both a Products-Completed Operations Aggregate Limit and a General Aggregate Limit of Insurance. These are described in Section II - Limit of Insurance.

Other provisions in this policy restrict coverage. Read the entire policy and any *underlying insurance* carefully to determine rights, duties and what is covered and 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 any *underlying insurance*. The words "we," "us" and "our" refer to the Company providing this insurance.

The words "this insurance" mean the liability insurance provided under this policy.

The word "insured" means any person or organization qualifying as such under any *underlying insurance*.

Other words and phrases that appear in italics have special meaning. Refer to Section IV - Definitions of this policy.

SECTION I - COVERAGES

1. Insuring Agreement

   a. We will pay those sums, in excess of the amount payable under the terms of any *underlying insurance*, that the insured becomes legally obligated to pay as damages because of *injury* or damage to which this insurance applies, provided that the *underlying insurance* also applies, or would apply but for the exhaustion of its applicable Limits of Insurance.

      We will also pay those sums that the insured becomes legally obligated to pay as damages because of *injury* or damage to which the insurance provided under the Coverage Extension applies as set forth in paragraph 4 below.

   b. We have the right to participate in the investigation or settlement of claims or the defense of the insured against suits seeking damages because of *injury* or damage to which this insurance may apply. We have a duty to investigate or settle such claims or to defend the insured against such suits when the applicable Limit of Insurance of the *underlying insurance* has been used up by payment of judgments, settlements and any cost or expense subject to such limit.

      We will have the right and duty to participate in the investigation and settlement of claims or the defense of the insured against suits seeking damages because of *injury* or damage to which the insurance provided under the Coverage Extension may apply.

      This right or duty to defend is limited as set forth in paragraph 3 below.

      However, we will have no duty to defend the insured against any suit seeking damages for *injury* or damage to which this insurance does not apply.

   c. The amount we will pay for damages is limited as described in Section II - Limit of Insurance.

   d. This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the *underlying insurance*, except:

      (1) We have no obligation under this insurance with respect to any claim or suit that is settled without our consent; and

      (2) With respect to any provisions to the contrary contained in this insurance.

2. Exclusions

The exclusions that apply to the *underlying insurance* apply to this insurance. Also, this insurance does not apply to damages because of:

a. *Injury* or damage to premises rented to you or temporarily occupied by you with permission of the owner.

b. Any duty to pay expenses under any medical payments coverage.

c. Any duty to reimburse an insurer as provided by the terms of the Endorsement For Motor Carrier Policies of Insurance For Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980 or under the terms of any similar endorsement required by Federal or state statute.

d. Any duty payable only because of the attachment of the Endorsement For Motor Carrier Policies of Insurance For Public Liability or any similar endorsement required by Federal or state statute.

e. Any duty imposed by law under any automobile no-fault, uninsured motorist, underinsured motorist, workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Any duty imposed by law under the following:

   (1) Section 130, Civil Liability, of Title I (Truth in Lending Act) of the Consumer Credit Protection Act (Public Law

90-321; 82 Stat. 146 et. seq.);

(2) Title IV (Odometer Requirements) of the Motor Vehicle Information and Cost Savings Act (Public Law 92-513; 86 Stat. 961); or

(3) Employee's Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended.

g. *Injury* or damage to personal property in the care, custody or control of the insured.

This exclusion does not apply to liability assumed under a sidetrack agreement.

h. *Injury* or damage sustained by an employee, former employee, prospective employee or their beneficiaries or legal representatives and caused by any negligent act, error or omission of the insured, or any other person for whose acts the insured is legally liable, in the administration of any employee benefit program. Administration includes giving counsel to employees, interpreting, handling of employee records, and effecting enrollment, termination or cancellation of employees.

i. Any obligation to pay any claim or claims made against you or any of your officers, directors or trustees, individually or collectively, by reason of a wrongful act in their respective capacities as officers, directors or trustees.

As used in this exclusion, "wrongful act" means any actual or alleged error, misstatement or misleading statement, act or omission, or neglect or breach of duty made or committed by your directors, officers or trustees.

j. Any obligation arising out of an act, error or omission of an insured:

(1) While performing the duties of an insurance agent in your garage operations; or

(2) In your garage operations as a result of title paper preparation.

As used in this exclusion:

(1) "Insurance agent" means a person or organization who is duly licensed as an insurance agent by the regulatory authority of the state in which the insured's principal place of business is located.

(2) "Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. Garage operations includes the ownership, maintenance or use of the autos indicated in Section I of the Garage Coverage Form as covered autos. Garage operations also includes all operations necessary or incidental to a garage business.

(3) "Title paper preparation" means the preparation of official title papers for registering an auto sold by you. This includes the designation of a lienholder who holds a financial interest in the auto.

(4) "Auto" means a land motor vehicle, trailer or semitrailer.

k. Any obligation imposed due to the application of any statute permitting a customer to return an auto sold by an insured, if the auto fails to perform satisfactorily.

As used in this exclusion, "auto" means a land motor vehicle, trailer or semitrailer.

l. *Injury* or damage your customer becomes legally obligated to pay which arise out of the use of your covered auto. This exclusion applies only if your business is shown in the Declarations of the *underlying insurance* as an auto dealership.

However, if your customer becomes legally obligated to pay for *injury* or damage which arise out of their use of your covered auto and if there is:

(1) No other valid and collectible insurance (whether primary, excess or contingent) available to your customer, we will pay up to the compulsory or financial responsibility law limits where the covered auto is principally garaged.

(2) Other valid and collectible insurance (whether primary, excess or contingent) available to the customer but it is less than the compulsory or financial responsibility law limits where the covered auto is principally garaged, we will pay only for the amount by which the compulsory or financial responsibility law limits exceed the limits of the other insurance.

3. Investigation or Settlement of Claims or Defense of Insured Against Suits

a. When we have the duty to defend, we will pay for all *defense expense* once our duty to defend begins. We may investigate any claim or suit.

If we exercise our right to defend when there is no duty, we will pay only that *defense expense* we incur.

If we provide a defense, we may investigate any claim or suit at our discretion. We may settle such claim or suit within the Limit of Insurance available at the time of the settlement.

b. Our right or duty to defend ends when we

have used up the Limits of Insurance available in the payment of any judgments or settlements as provided under Section II - Limit of Insurance. This applies both to claims and suits pending at the time and those filed thereafter.

c. When we control the investigation or settlement of a claim or the defense of the insured against a suit, we will pay for the *defense expense*. If by mutual agreement or court order the insured assumes control before the applicable Limit of Insurance available is used up, we will reimburse the insured for reasonable *defense expense*.

d. As soon as the Limit of Insurance available is used up, you will then arrange to assume control of the investigation or settlement of all such claims or the defense of you or any other insured against such suits when our right or duty to investigate, settle or defend them ends.

e. We will assist the insured in the transfer of control of the investigation or settlement of claims or the defense of the insured against suits under c or d above. Until such transfer is completed, we will take on behalf of any insured those steps that we think proper:

(1) To avoid a default in any claim or suit; or

(2) To the continued investigation or settlement of a claim or defense of the insured against a suit.

You agree that if we take such steps:

(1) We do not waive or give up any of our rights under this insurance; and

(2) You will reimburse us for any *defense expense* that arises out of such steps if the applicable Limit of Insurance available has been used up.

f. Any payment for *defense expense* will not reduce the Limits of Insurance.

4. Coverage Extension

a. The terms of this policy are extended as follows:

If *underlying insurance* provides coverage for the use of watercraft you do not own, in addition to watercraft ashore on premises you own or rent, the coverage provided by this policy is extended to cover any watercraft you do not own that is:

(1) Less than 75 feet long; and

(2) Not being used to carry persons or property for a charge;

even if these nonowned watercraft are not insured in the *underlying insurance*.

b. We will only pay for damages up to the limits of insurance.

SECTION II - LIMIT OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below define the most we will pay under the terms of this insurance regardless of the number of:

a. Insureds;

b. Claims made or suits brought;

c. Persons or organizations making claims or bringing suits.

2. The General Aggregate Limit is the most we will pay for all damages under Section I - Coverages, other than damages arising out of:

a. The *products-completed operations hazard;* or

b. The ownership, operation, maintenance, use, loading or unloading, or entrustment to others, of an auto.

The General Aggregate Limit applies separately to:

a. Each location owned by or rented to you. A location is a premises involving the same or connecting lots, or a premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; and

b. Each of your projects away from a location owned by or rented to you.

Each payment we make for such damages reduces by the amount of the payment, the General Aggregate Limit. This reduced limit will then be the Limit of Insurance available for further damages of these kinds.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Section I - Coverages because of damages arising out of the *products-completed operations hazard*. Each payment we make for such damages reduces, by the amount of the payment, the Products-Completed Operations Aggregate Limit. This reduced limit will then be the Limit of Insurance available for further damages of these kinds.

4. Subject to 2 and 3 above, or with respect to *injury* or damage arising out of the ownership, operation, maintenance, use, loading or unloading, or entrustment to others of an auto, the Each Occurrence Limit is the most we will pay for the sum of damages under Section I - Coverages because of all *injury* and damage arising out of any one *occurrence*.

5. The limits of this policy 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 Limit of Insurance.

SECTION III - CONDITIONS

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with the Conditions contained in this policy and those contained in any *underlying insurance*.

If any of the following conditions are contrary to Conditions contained in the *underlying insurance*, the provisions contained in this policy apply.

1. Appeals

   In the event the *underlying insurer* elects not to appeal a judgment in excess of the limits of the *underlying insurance*, we may elect to make such appeal. If we so elect, we shall be liable, in addition to the applicable Limit of Insurance for all *defense expenses* we incur.

2. Bankruptcy of Underlying Insurer

   In the event of bankruptcy or insolvency of any *underlying insurer*, this policy shall not replace such *underlying insurance*. This policy applies as if the *underlying insurance* was valid and collectible.

3. Duties in the Event of Occurrence, Claim or Suit

   a. You must see to it that we are notified as soon as practicable of an *occurrence* or 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 or suit is received by 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 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 a suit;

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or the defense of the insured against the suit;

      (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; and

      (5) Notify us immediately of any judgment or settlement of any claim or suit brought against any insured.

   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.

4. Maintenance of Underlying Insurance

   a. You agree to maintain the *underlying insurance* in full force and effect during the term of this policy. You agree to inform us within 10 days of any replacement of that *underlying insurance* by the same or another company. If there is any change in the replacement *underlying policy* in hazard, policy limits or coverage, including any terms, conditions and endorsements, we will only be liable under this insurance to the same extent as if there had been no change in, or replacement of, *underlying insurance*.

   b. In the event that any *underlying insurance* is cancelled or not renewed and not replaced, you must notify us within 10 days. We will not be liable under this insurance for more than we would have been liable if that *underlying insurance* had not terminated if you do not request cancellation of this policy effective the same date that the *underlying insurance* was cancelled.

   c. Reduction or exhaustion of the *aggregate limit* of any *underlying insurance* by payments for judgments or settlements will not be a failure to maintain *underlying insurance* in full force and effect.

   d. No statement contained in this Condition limits our right to cancel or not renew this policy.

5. Other Insurance

   This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except

other insurance written specifically to be excess over this insurance.

6. Policy Period

This insurance will respond to *injury* or damage that occurs, or arises from an offense committed, during the policy period of this insurance shown in the Declarations.

SECTION IV - DEFINITIONS

1. *"Aggregate limit"* means the maximum amount stated in the policy for which the insurer will be liable, regardless of the number of covered claims.
2. *"Defense expense"* means payments allocated to the investigation or settlement of a specific claim or the defense of the insured against a specific suit, including:
   a. Attorney fees and all other litigation expenses.
   b. The cost of bonds to appeal a judgment or award in our defense of the insured against any suit.
   c. Up to $250 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which bodily injury liability coverage provided by *underlying insurance* applies.
   d. The cost of bonds to release attachments. This is only for bond amounts within the Limit of Insurance available.
   e. Reasonable expenses incurred by the insured at our request to assist us in the investigation or settlement of the claim or the defense of the insured against the suit. This includes actual loss of earnings up to $100 a day because of time off from work.
   f. Cost taxed against the insured in the suit.
   g. 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 amount available for the judgment under the provisions of Section II - Limits of Insurance.

   Defense expense does not include:
   a. Salaries and expenses of our employees or the insured's employees, other than:
      (1) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific claim or suit; and
      (2) The expenses described in e above.
   b. Fees and expenses of independent adjusters we hire.
3. *"Injury"* means bodily injury, property damage, personal injury or advertising injury as defined in the *underlying insurance*.
4. *"Occurrence"* means:
   a. With respect to bodily injury to persons other than your employees and property damage, an accident, including continuous or repeated exposure to substantially the same general harmful conditions;
   b. With respect to bodily injury to your employees arising out of and in the course of their employment by you, the accident or disease which causes the bodily injury; and
   c. With respect to offenses committed by the insured resulting in personal injury or advertising injury, all such injury sustained by any one person or organization.
5. *"Occurrence limit"* means any specific limit, other than an *aggregate limit*, applicable to any *underlying insurance*, regardless of whether such limit is subject to an *aggregate limit* in the *underlying policy*.
6. *"Products-completed operations hazard"*:
   a. Includes all *injury* occurring away from premises you own or rent and arising out of *your product* or *your work* except:
      (1) Personal injury or advertising injury as defined in the *underlying insurance;*
      (2) Products that are still in your physical possession; or
      (3) 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; or
         (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 *injury* 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 in the General Liability *underlying policy* or in our General Liability manual or rules includes products or completed operations.

7. *"Underlying insurance"* means the liability insurance coverage provided under policies shown in the Schedule of Underlying Insurance in the Declarations, for the limits and periods indicated. It includes any policies issued to replace those policies during the term of this insurance, provided that you have notified us within 10 days of the replacement, and the replacement policies provide:

   a. At least the same policy limits;

   b. The same hazards insured against, except as modified by general program revisions; and

   c. The same coverage, including all terms, conditions and endorsements.

8. *"Underlying insurer"* means any insurer who issues a policy of *underlying insurance*.

9. *"Underlying policy"* means a policy providing *underlying insurance*.

10. *"Your product"* means:

    a. Any goods or products other than real property, manufactured, sold, handled, distributed or disposed of by:

       (1) You;

       (2) Others trading under your name; or

       (3) A person or organization whose business or assets you have acquired; and

    b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    Your product includes:

    a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of *your product;* and

    b. The providing of or failure to provide warnings or instructions.

    Your product does not include vending machines or other property rented to or located for the use of others but not sold.

11. *"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:

    a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of *your work;* and

    b. The providing of or failure to provide warnings or instructions.

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This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added:

Asbestos

1. This insurance does not apply to *injury*, including but not limited to, physical or mental injury, mental anguish or shock, sickness, disease, occupational disease, disability or death, or damage to property arising out of activities related to, but not limited to, manufacture, mining, storage, distribution, installation, sale, use, exposure to, service, testing for, repair, containment or removal of asbestos, asbestos fibers, asbestos dust, or products containing asbestos.
2. The following definition applies:

   "Injury" means bodily injury or property damage as defined in the *underlying insurance*.

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

1. This insurance does not apply to:
   a. Any claim or accident:
      (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. Any claim or accident resulting from the *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 claim or accident 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:
   a. *"Hazardous properties"* include radioactive, toxic or explosive properties.
   b. *"Nuclear material"* means *source material, special nuclear material* or *by-product material.*
   c. *"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.
   d. *"Spent fuel"* means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a *nuclear reactor.*
   e. *"Waste"* means any waste material:
      (1) Containing *by-products 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
      (2) 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*.
   f. *"Nuclear facility"* means:
      (1) Any *nuclear reactor;*
      (2) Any equipment or device designed or used for:
         (a) Separating the isotopes of uranium or plutonium;
         (b) Processing or utilizing *spent fuel;* or
         (c) Handling, processing or packaging *waste;*
      (3) 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;
      (4) 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.

g. *"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.

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

The endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

1. The following exclusion is added to Paragraph 2, Exclusions of Section I - Coverages:

   a. *Injury* or 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 consumption.

2. 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 modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

1. The following exclusion is added to item 2 Exclusions under Section I - Coverages:

   This insurance does not apply to *property damage* because of loss of *electronic data*.

2. The following definition is added to Section IV - Definitions:

   "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.

3. For the purposes of the exclusion listed in item 1 above, the following definition is added:

   "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;

   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; or

   c. Loss of *electronic data*. Loss of *electronic data* means loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate such data, resulting from physical injury to tangible property. All such loss of *electronic data* shall be deemed to occur at the time of the *occurrence* that caused it.

   For the purposes of this exclusion, *electronic data* is not tangible property.

WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added:

This insurance does not apply to:

Injury or damage, however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war; or
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.

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

   a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form; or

   b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

      (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

      (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

      (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

   a. Supersede any terrorism endorsement already endorsed to this policy that addresses *certified acts of terrorism* and/or *other acts of terrorism*, but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

   b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses *certified acts of terrorism* and/or *other acts of terrorism*, will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are shown in italics:

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 applies:

      (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 or damage"* means any injury or damage covered under any Coverage Form or underlying insurance to which this en-

dorsement 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 Form or underlying insurance.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for *any injury or damage* caused directly or indirectly by *terrorism*, including action in hindering or defending against an actual or expected incident of *terrorism*. *Any injury or damage* is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. 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 C5 or C6 are exceeded.

With respect to this Exclusion, Paragraphs C5 and C6 describe 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.

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 Form.

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following is added to Section III - Conditions:

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. If this policy has been in effect less than 60 days, we may cancel this policy by mailing or delivering to the First Named Insured at the last mailing address known to us written notice of cancellation at least:
   a. Ten days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. Thirty days before the effective date of cancellation if we cancel for any other reason.
3. Cancellation of Policies in Effect for 60 Days or More

   If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first class mail to the First Named Insured written notice of cancellation including the actual reason:
   a. At least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
   b. At least 45 days before the effective date of cancellation if we cancel for any other reason.

   We may only cancel this policy based on one or more of the following reasons:
   a. Nonpayment of premium;
   b. A false statement knowingly made by the insured on the application for insurance; or
   c. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the First Named Insured has notified us of the change and we accept such change.
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.

Nonrenewal

If we decide not to renew this policy, we will mail through first class mail to the First Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

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

Increase In Premium Or Decrease In Coverage

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first class mail written notice of our intention, including the actual reason, to the First Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the First Named Insured has notified us of the change and we accept such change.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

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

B. The following definitions are added:

1. For the purposes of this endorsement, *"any injury or damage"* means any injury or damage covered under any Coverage Part, Coverage Form, or underlying insurance 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, Coverage Form, or underlying insurance.

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

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

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

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

REVISION OF OTHER INSURANCE CONDITION FOR ADDITIONAL INSUREDS - AUTOMATIC STATUS - PRIMARY OR PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

1. The amended Other Insurance condition in paragraph 2 below applies only to persons or organizations qualifying as additional insureds under the *underlying insurance*, subject to all other terms and conditions of this policy not modified by this endorsement.
2. Solely with respect to the insurance afforded to persons or organizations described in paragraph 1 above, the Other Insurance condition in Section III - Conditions is replaced by the following:

   Other Insurance

   a. Excess Insurance

      Unless provision (1) or (2) in paragraph b below applies, this insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

   b. Primary Insurance

      (1) If you have agreed in writing in a contract or agreement prior to an *occurrence*, claim, or suit, to provide insurance to the additional insured on a primary basis, then after:

         (a) The *underlying insurance* applicable to that contract or agreement; and

         (b) All other applicable insurance providing coverage on a primary or similar basis (except insurance available to the additional insured where they are a Named Insured);

         are exhausted, this insurance will be primary.

      (2) If you have agreed in writing in a contract or agreement prior to an *occurrence*, claim, or suit, to provide insurance to the additional insured that is both primary and noncontributory, then after:

         (a) The *underlying insurance* applicable to that contract or agreement; and

         (b) All other applicable insurance providing coverage on a primary or similar basis (except insurance available to the additional insured where they are a Named Insured);

         are exhausted, this insurance will be primary and we will not seek contribution from or require exhaustion of other insurance available to the additional insured where they are a Named Insured.

      (3) The most we will pay for a person or organization as primary insurance under paragraphs (1) and (2) above will be the lesser of:

         (a) The Limits of Insurance shown in the Declarations of this policy and as described in Section II - Limit of Insurance; or

         (b) The amount of insurance you are required to provide the additional insured in the written contract or agreement, less any amount paid by *underlying insurance*.

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. The following exclusion is added:

This insurance does not apply to:

1. *Injury* or damage arising out of:

a. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of *cannabis*; or

b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of *cannabis*; or

2. Property damage to *cannabis*.

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 *event* which caused the *injury* or damage involved that which is described in paragraph A1 or A2 above.

However, paragraph A1b does not apply to bodily injury or property damage arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, *cannabis* by:

(1) An insured; or

(2) Any other person for whom you are legally responsible;

but only if the bodily injury or property damage does not arise out of your selling, serving or furnishing of *cannabis* to any person described above.

B. The exclusion in paragraph A does not apply to:

1. *Injury* or damage arising out of goods or products containing or derived from hemp, including, but not limited to:

a. Seeds;

b. Food;

c. Clothing;

d. Lotions, oils or extracts;

e. Building materials; or

f. Paper.

2. Property damage to goods or products described in paragraph B1 above.

However, paragraphs B1 and B2 above do not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein:

(1) The bodily injury or property damage occurs;

(2) The *event* which caused the bodily injury or property damage takes place; or

(3) The offense which caused the personal and advertising injury was committed.

C. If the applicable *underlying insurance* provides coverage for personal and advertising injury caused by:

1. False arrest, detention or imprisonment; or

2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then the exclusion in paragraph A does not apply to *injury* or damage that is personal and advertising injury caused by such offenses.

D. For purposes of this exclusion, the following definitions are added:

1. *"Cannabis"*

a. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

b. Paragraph D1a above includes, but is not limited to, any of the following containing such THC or cannabinoid:

(1) Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

(2) Any compound, by-product, extract, derivative, mixture or combination, such as:

(a) Resin, oil or wax;

(b) Hash or hemp; or

(c) Infused liquid or edible cannabis;

whether or not derived from any plant or part of any plant set forth in paragraph D1b(1).

2. *"Event"* means an occurrence, offense, accident, act, or other event, to which the applicable *underlying insurance* applies.

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This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This insurance does not apply to damages covered under the Cyber Suite Coverage endorsement, if attached to the underlying policy.

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EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

CU-7149(5-23)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph 2 Exclusions of Section I - Coverages:

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. *Injury* or damage which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any *perfluoroalkyl or polyfluoroalkyl substances*.

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, *perfluoroalkyl or polyfluoroalkyl substances*, by any insured or by any other person or entity.

B. The following definition is added to the Definitions Section:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

c. Perfluoropolyethers (PFPE);

d. Fluorotelomer-based substances; or

e. Side-chain fluorinated polymers; or

2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in paragraph B1.

C. The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for perfluoroalkyl and polyfluoroalkyl substances related injury, damage, loss, cost or expense.

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This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. The term "spouse" is replaced by the following:

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

B. Under the Commercial Automobile Coverage Part, the term *family member* is replaced by the following and supersedes any other provisions to the contrary:

   Family member means a person related to:

   1. The individual Named Insured by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of such Named Insured's household, including a ward or foster child;
   2. The individual named in the Schedule by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage - Broadened Coverage For Named Individuals endorsement is attached.

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DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART

Declarations

Organization:

APPLE GLEN WEST HOMEOWNER'S ASSOCIATION INC
C/O HOA SERVICES
2350 HONEYCRISP DR
GRAND JUNCTION CO 81505

Agency Name and Number:

KNODE & ASSOCIATES LLC
7114-AO

Policy Number: FG0397

Policy Period: Effective Date: 08-25-26
Expiration Date: 08-25-27

12:01 A.M. standard time at your mailing address shown in the declarations

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

LIMIT OF LIABILITY

Each and every *loss* and in the aggregate each *policy period* $1,000,000

COVERAGE FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART

Form Number	Form Title	Premium
CG-7154(9-05)	Directors and Officers Liability Coverage Form - Condominium or Cooperative	
IL-0017F(11-98)	Common Policy Conditions	
IL-0021F(3-14)	Nuclear Energy Liability Exclusion - Broad Form	
IL-0228F(3-14)	Colorado Changes - Cancellation and Nonrenewal	
IL-7012(1-18)	Asbestos Exclusion	
	Advance Endorsement Premium	

PREMIUM SUMMARY

Advance Premium	$350.00
Advance Endorsement Premium	
Total Advance Premium	**$350.00**

ADDITIONAL NAMED INSUREDS

Named insured includes the following Additional Named Insureds:

NONE

DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM - CONDOMINIUM OR COOPERATIVE

Index of Policy Provisions

Page

COVERAGE....2
Insuring Agreement....2
Exclusions....2

LIMIT OF LIABILITY....3

COSTS, CHARGES AND EXPENSES....3

GENERAL CONDITIONS....3
Notice of Claim....3
Action Against Company....3
Organization Authorization Clause....3
Admission of Liability....3
Subrogation....4
Cooperation of the Directors, Officers or Trustees....4
Appeals....4
Other Insurance....4
Declarations....4
Conformance to Statute....4
First Named Insured....4

DEFINITIONS....4

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DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM - CONDOMINIUM OR COOPERATIVE

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

Throughout this policy the words "you" and "your" refer to the organization shown in the Declarations.

The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in italics have special meaning. Refer to the Definitions Section.

COVERAGE

1. Insuring Agreement

   In consideration of the payment of the premium and subject to the terms, conditions and limitations of the policy, we will provide the insurance coverage stated herein. We agree to pay on behalf of the *named insured* or an *insured person* all *loss* which they, individually or collectively, shall become legally obligated to pay. This insurance applies to *loss* arising out of a *wrongful act* committed during the *policy period*.

2. Exclusions

   The *wrongful act* of any *insured person* shall not be imputed to the *named insured* or to any other *insured person* for the purpose of determining the applicability of the following exclusions.

   This coverage shall not apply to any *loss:*

   a. Based on or attributable to bodily or personal injury, mental injury or anguish, counseling injury, sickness, disease or death of any person, or to damages or destruction of any tangible property including loss of use.

   b. Based on or attributable to any failure or omission on the part of the *named insured* or an *insured person* to effect, procure or maintain insurance, or failure or omission with respect to insurance amount, form, conditions or provisions.

   c. Arising out of the violation of any "civil rights" law. This means any federal, state or local ordinance, including (but not limited to) discrimination on account of race, religion, sex or age.

   d. Based on or attributable to an *insured person* gaining in fact any personal profit or advantage to which they were not legally entitled.

   e. For damages arising out of any dishonest, fraudulent, criminal or malicious act or willful violation of any statute. This includes fines or penalties resulting therefrom.

   f. Arising from or in connection with any claim for the return by an *insured person* of any remuneration paid in fact to them if such remuneration shall be held by the courts to be in violation of the law.

   g. Based on the Employee Retirement Income Security Act of 1974, Public Law 93-406 and amendments thereto, or similar provisions of any federal, state or local statutory or common law. Public Law 93-406 is commonly referred to as the Pension Reform Act of 1974.

   h. Based on or attributable to any statutory or common law relating to the purchase, sale or disposition of securities.

   i. Based on or attributable to any salary, compensation or bonuses voted to any *insured person* by the Board of Directors of the *named insured*.

   j. For other than money damages.

   k. For the payment of punitive or exemplary damages.

   l. Due to or arising out of nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.

   m. Based on or attributable to the transmission of any communicable disease.

   n. Based on or attributable to:

      (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants; or

      (2) Any loss, cost or expense arising out of any governmental direction or request, including but not limited to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

      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.

   o. Based on or attributable to any sexual act, including but not limited to molestation, incest or rape.

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LIMIT OF LIABILITY

1. The most we will pay for all *loss* caused by a *wrongful act* committed during the *policy period* is the Limit of Liability as shown in the Declarations.
2. Subject to the foregoing, our liability for each and every *loss* shall be the Limit of Liability shown in the Declarations and shall be our maximum liability in each *policy period* (regardless of the time of payment by us).

COSTS, CHARGES AND EXPENSES

1. No costs, charges or expenses shall be incurred or settlements made without our consent. We will not unreasonably withhold such consent. If such consent is given, we will pay such costs, settlements, charges or expenses. We may at any time take over the defense of any claim or suit covered by this Coverage Part, including the right to appeal a judgment at our own cost and expense.
2. We may, at our option and upon request, advance on behalf of the *insured persons* (jointly or severally) expenses which they have incurred in connection with claims made against them prior to disposition of such claims, provided that if it is established we have no liability hereunder, such *insured persons* agree to repay us upon demand all monies so advanced.

GENERAL CONDITIONS

1. Notice of Claim

   a. You and any other *insured person* must see to it that we are notified as soon as practicable when an *insured person* becomes aware of a *wrongful act* which may result in a claim. This notice shall be in writing and include how, when and where the *wrongful act* took place as well as any other reasonably obtainable information.

   b. If a claim is made or suit is brought against you or an *insured person,* you must:

      (1) Immediately record the specifics of the claim or suit and the date received; and

      (2) Notify us in writing as soon as practicable.

   c. You and any other involved *insured person* 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 *loss* to which this insurance may also apply.

2. Action Against Company

   No action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Coverage Part, nor until the amount of the *named insured's* obligation to pay shall have been finally determined either by judgment against the *named insured* after actual trial or by written agreement of the *named insured,* the claimant and us.

   Any person or organization or their legal representative who has secured such judgment or written agreement shall be entitled to recover under this Coverage Part to the extent of the insurance afforded by this Coverage Part. No person or organization shall have any right under this Coverage Part to join us as a party to any action against the *named insured* to determine the *named insured's* liability. We shall not be impleaded by the *named insured* or its legal representative. Bankruptcy or insolvency of the *named insured* shall not relieve us of any of our obligations.

3. Organization Authorization Clause

   By acceptance of this Coverage Part, the organization shown in the Declarations agrees to act on behalf of all *insured persons* with respect to the giving and receiving of notice of cancellation, the payment of premiums and the receiving of any return premiums that may become due under this Coverage Part, and the *insured persons* agree that the *named insured* shall act on their behalf.

4. Admission of Liability

   The *insured persons* shall not make any admission of liability, nor shall they authorize any other officers, employees or other persons to make any admission of liability in connection with any claim without obtaining our written consent.

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5. Subrogation

In the event of any payment under this Coverage Part, we shall be subrogated to the extent of such payment to all rights of recovery therefore. The *named insured* or the *insured persons,* shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents necessary to enable us effectively to bring suit in the name of the *insured persons*.

6. Cooperation of the Directors, Officers or Trustees

The *insured persons* shall cooperate with us and assist us in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization. The *insured persons* shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

7. Appeals

In the event an *insured person* elects not to appeal a judgment, we may elect to make such appeal at our own cost and expense and shall be liable for the taxable costs and disbursements and interests incidental thereto, but in no event shall our liability exceed the Limit of Liability as provided herein.

8. Other Insurance

When the *named insured* or an *insured person* has other insurance against *loss* covered by this Coverage Part, we will not be liable under this Coverage Part for a greater proportion of such *loss* than the applicable limit under this Coverage Part bears to the total applicable Limit of Liability of all valid and collectible insurance against such *loss*.

9. Declarations

By acceptance of this Coverage Part, the *named insured* agrees that the statements in the Declarations are its agreements and representations. You also agree this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between itself and us or any of our agents relating to this insurance.

10. Conformance to Statute

Terms of this Coverage Part which are in conflict with the statutes of states where coverages included in this Coverage Part are not permitted, are amended to cover only those provisions and coverages as apply and conform to such statutes.

11. First Named Insured

The first legal entity shown as an organization in the Declarations will be the First Named Insured for this policy.

DEFINITIONS

1. *"Insured person"* means all directors, officers or trustees of the *named insured* including:

   a. The estates, heirs, legal representatives or assigns of the deceased persons who were *insured persons* at the time of the *wrongful act* upon which claims are based; and

   b. The legal representatives or assigns of said *insured persons* in the event of their incompetency, insolvency or bankruptcy.

2. *"Loss"* means any amount which an *insured person* is legally obligated to pay or which the *named insured* may be required or permitted by law to pay as indemnity to an *insured person* for *wrongful acts*. Any series of related *wrongful acts* committed during the *policy period* shall be considered a single *wrongful act*.

   The amount payable includes but is not limited to damages, judgments and settlements.

   Loss shall not include fines or penalties imposed by law or matters which may be deemed uninsurable.

3. *"Named insured"* means the organization shown in the Declarations.

4. *"Policy period"* means the period of one year following the effective date and hour of this policy or any anniversary thereof, or if the time between the effective date or any anniversary and termination of the policy is less than one year, such lesser period.

5. *"Wrongful act"* means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by an *insured person* in the discharge of their duties, individually or collectively. It also includes any matter claimed against them solely by reason of their being *insured persons*.

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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. Ten days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. Thirty 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.

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This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

ERRORS AND OMISSIONS COVERAGE PART

FARM COVERAGE PART

LIQUOR LIABILITY COVERAGE FORM

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

POLLUTION LIABILITY COVERAGE FORM

PRODUCT WITHDRAWAL COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

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 the *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:
   a. *"Hazardous properties"* include radioactive, toxic or explosive properties.
   b. *"Nuclear material"* means *source material, special nuclear material* or *byproduct material.*
   c. *"Source material," "special nuclear material"* and *"byproduct material"* have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
   d. *"Spent fuel"* means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a *nuclear reactor.*
   e. *"Waste"* means any waste material:
      (1) Containing *byproducts 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
      (2) 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.*
   f. *"Nuclear facility"* means:
      (1) Any *nuclear reactor;*
      (2) Any equipment or device designed or used for:
         (a) Separating the isotopes of uranium or plutonium;
         (b) Processing or utilizing *spent fuel;* or

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(c) Handling, processing or packaging *waste*.

(3) 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.

(4) 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.

g. *"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.

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

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This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
LIQUOR LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. Paragraph 2 of the Cancellation Common Policy Condition is replaced by the following:

   2. If this policy has been in effect for less than 60 days, 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.

B. The following is added to the Cancellation Common Policy Condition:

   7. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the First Named Insured written notice of cancellation including the actual reason:

      a. At least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

      b. At least 45 days before the effective date of cancellation if we cancel for any other reason.

   We may only cancel this policy based on one or more of the following reasons:

      a. Nonpayment of premium;

      b. A false statement knowingly made by the insured on the application for insurance; or

      c. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the First Named Insured has notified us of the change and we accept such change.

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

   NONRENEWAL

   If we decide not to renew this policy, we will mail through first-class mail to the First Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

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

D. The following condition is added:

   INCREASE IN PREMIUM OR DECREASE IN COVERAGE

   We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the First Named Insured's last mailing address known to us, at least 45 days before the effective date.

   Any decrease in coverage during the policy term must be based on one or more of the following reasons:

   1. Nonpayment of premium;

   2. A false statement knowingly made by the insured on the application for insurance; or

   3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the First Named Insured has notified us of the change and we accept such change.

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

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ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSE COVERAGE FORM
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following exclusion is added:

Asbestos

This insurance does not apply to any *bodily injury* or *property damage* arising out of activities related to, but not limited to, manufacture, mining, storage, distribution, installation, sale, use, exposure to, service, testing for, repair, containment or removal of asbestos, asbestos fibers, asbestos dust, or products containing asbestos.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
KNODE & ASSOCIATES LLC
331 MAIN ST
PO BOX 40
PALISADE CO 81526
Phone: 970.464.5661 Fax: 970.464.5951

CONTACT NAME:
PHONE (A/C, No, Ext): Ext: **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acuity, A Mutual Insurance Company	14184
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
APPLE GLEN WEST HOMEOWNER'S ASSOCIATION INC
C/O HOA SERVICES
2350 HONEYCRISP DR
GRAND JUNCTION CO 81505

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY**			FG0397	08/25/2026	08/25/2027	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	[ ] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	[ ] **UMBRELLA LIAB** [X] OCCUR			FG0397	08/25/2026	08/25/2027	EACH OCCURRENCE	$1,000,000
	[X] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$1,000,000
	[ ] DED [ ] RETENTION $						PRODUCTS AGGREGATE	$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Proof of Insurance

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Sheryl Murphy

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