

SERFF Tracking Number: WESA-125640892 State: Arkansas
Filing Company: Arch Insurance Company State Tracking Number: #29180 \$50
Company Tracking Number: ARCH-08-111-F
TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings
Product Name: AdvenSure Program
Project Name/Number: Submission of AdvenSure Program/ARCH-08-111

Filing at a Glance

Company: Arch Insurance Company
Product Name: AdvenSure Program SERFF Tr Num: WESA-125640892 State: Arkansas
TOI: 35.0 Interline Filings SERFF Status: Closed State Tr Num: #29180 \$50
Sub-TOI: 35.0002 Commercial Interline Filings Co Tr Num: ARCH-08-111-F State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
Disposition Date: 06/04/2008
Authors: Westmont Associates, Wesley Pohler
Date Submitted: 05/09/2008 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New): 06/04/2008
Effective Date Requested (Renewal): On Approval Effective Date (Renewal): 06/04/2008

State Filing Description:

General Information

Project Name: Submission of AdvenSure Program Status of Filing in Domicile: Pending
Project Number: ARCH-08-111 Domicile Status Comments: Pending in MO
Reference Organization: NONE Reference Number: NONE
Reference Title: NONE Advisory Org. Circular: NONE
Filing Status Changed: 06/04/2008
State Status Changed: 06/02/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

Enclosed please find Arch Insurance Company's (Arch) AdvenSure Program form filing. The filing contained herein constitutes a new program filing for Arch and does not have any impact on any current insureds or policies. A letter permitting Westmont Associates, Inc. to submit this filing on Arch's behalf is enclosed.

December 15, 2004, your Department approved Arch's Great Outdoors Insurance Program (GOIP). At this time, the

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Company will no longer be actively writing this program as it is currently in run off with the current program administrator. It is the Company's intent to continue utilizing the currently approved policy forms and endorsements previously used under the GOIP product (see attached forms listing) with one new additional form. This new form Advensure Property Plus Endorsement is attached for your review.

As the policies and insureds under the former GOIP Program will no longer be written by Arch, the form filing for the AdvenSure product is technically a NEW program for Arch Insurance Company.

The rates to be used in coordination with the enclosed forms have been filed under separate cover letter as Company filing number ARCH-08-111-R.

Your approval or acknowledgement otherwise of this submission is respectfully requested. Thank you for your attention to this matter.

Company and Contact

Filing Contact Information

(This filing was made by a third party - westmontassociatesinc)

Wesley Pohler, AVP wes@westmontlaw.com
25 Chestnut Street (856) 216-0220 [Phone]
Haddonfield, NJ 08033 (856) 216-0303[FAX]

Filing Company Information

Arch Insurance Company CoCode: 11150 State of Domicile: Missouri
300 First Stamford Place Group Code: 1279 Company Type: Property and
Casualty

5th Floor East
Stamford, CT 06902 Group Name: State ID Number:
(203) 388-3220 ext. [Phone] FEIN Number: 43-0990710

Filing Fees

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Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Arkansas Fee
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Arch Insurance Company	\$0.00	05/09/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
29180	\$50.00	05/08/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/04/2008	06/04/2008

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Disposition

Disposition Date: 06/04/2008

Effective Date (New): 06/04/2008

Effective Date (Renewal): 06/04/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Form	Advensure Plus Property Endorsement	Approved	Yes
Form	AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION	Approved	Yes
Form	AIRCRAFT OR AUTO EXCLUSION	Approved	Yes
Form	AIRPORT LIABILITY EXCLUSION	Approved	Yes
Form	BOAT ENDORSEMENT	Approved	Yes
Form	CONTRACTOR'S EQUIPMENT SUPPLEMENTAL DECLARATIONS	Approved	Yes
Form	CONTRACTOR'S EQUIPMENT COVERAGE FORM	Approved	Yes
Form	DOGS IN THE INSURED'S CARE, CUSTODY OR CONTROL ENDORSEMENT	Approved	Yes
Form	ELECTRONIC DATA PROCESSING SYSTEMS SECTION I - EQUIPMENT	Approved	Yes
Form	ELECTRONIC DATA PROCESSING SYSTEMS SECTION II - DATA, MEDIA, PROGRAMS	Approved	Yes
Form	ELECTRONIC DATA PROCESSING SYSTEMS SECTION III - EXTRA EXPENSE	Approved	Yes
Form	ELECTRONIC DATA PROCESSING SYSTEMS SECTION IV - LOSS OF BUSINESS INCOME	Approved	Yes
Form	ELECTRONIC DATA PROCESSING SYSTEMS SECTION V - EXTENSIONS OF COVERAGES	Approved	Yes
Form	ELECTRONIC DATA PROCESSING SYSTEMS SUPPLEMENTAL DECLARATIONS	Approved	Yes
Form	EXCESS INSURANCE COVERAGE	Approved	Yes

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Form	FORM		
Form	EXCESS INSURANCE SUPPLEMENTAL DECLARATIONS	Approved	Yes
Form	FIRE LEGAL LIABILITY EXCLUSION	Approved	Yes
Form	FORESTERS SPECIAL LIABILITY COVERAGE ENDORSEMENT	Approved	Yes
Form	FUNGI OR BACTERIA EXCLUSION	Approved	Yes
Form	HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE ENDORSEMENT	Approved	Yes
Form	ADDITIONAL INSURED — HUNTING AND FISHING GUIDES ENDORSEMENT	Approved	Yes
Form	INLAND MARINE SUPPLEMENTAL DECLARATIONS	Approved	Yes
Form	LIMIT OF LIABILITY ENDORSEMENT	Approved	Yes
Form	LIMITATION OF COVERAGE TO DESIGNATED ACTIVITIES AT THE DESCRIBED PREMISES ENDORSEMENT	Approved	Yes
Form	MARGIN CLAUSE ENDORSEMENT	Approved	Yes
Form	PERSONAL LIABILITY ENDORSEMENT	Approved	Yes
Form	PERSONAL WATERCRAFT EXCLUSION	Approved	Yes
Form	SNOWMOBILE EXCLUSION	Approved	Yes
Form	SNOWMOBILES EXCLUSION	Approved	Yes
Form	TRAILER SPOTTING COVERAGE ENDORSEMENT	Approved	Yes
Form	UNINSURED OR UNDERINSURED MOTORIST EXCLUSION	Approved	Yes
Form	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT ENDORSEMENT	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Advensure Plus Property Endorsement	00 CP0039 00 04 08	04 08	Endorsement/Amendment/Conditions	New	0.00	AdvenSure Property Plus Endo - 00CP003900 0408.pdf
Approved	AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION	00 GL0183 00 10 04	10 04	Endorsement/Amendment/Conditions	New	0.00	Aircraft, Auto or Watercraft Exclusion - 00 GL0183 00 10 04.pdf
Approved	AIRCRAFT OR AUTO EXCLUSION	00 GL0182 00 10 04	10 04	Endorsement/Amendment/Conditions	New	0.00	Aircraft or Auto Exclusion - 00 GL0182 00 10 04.pdf
Approved	AIRPORT LIABILITY EXCLUSION	00 GL0184 00 10 04	10 04	Endorsement/Amendment/Conditions	New	0.00	Airport Liability Exclusion - 00 GL0184 00 10 04.pdf
Approved	BOAT ENDORSEMENT	00 GL0181 00 10 04	10 04	Endorsement/Amendment/Conditions	New	0.00	Boats Endorsement - 00 GL0181 00 10 04.pdf
Approved	CONTRACTOR'S05 EQUIPMENT SUPPLEMENTAL DECLARATIONS	IM0012 00 10 04	10 04	Declaration	New	0.00	contractors equipment supl dec - 05 IM0012 00 10 04.pdf
Approved	CONTRACTOR'S00 EQUIPMENT COVERAGE	IM0011 00 10 04	10 04	Policy/Coverage Form	New	0.00	contractors equipment cov form - 00

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Approval	Description	Code	Amount	Notes	File Name	
	FORM				IM0011 00 10 04.pdf	
Approved	DOGS IN THE INSURED'S CARE, CUSTODY OR CONTROL ENDORSEMENT	00 GL0188 00 10 04	10 04	Endorseme New nt/Amendm ent/Condi ons	0.00	Dogs in Insureds care - 00 GL0188 00 10 04.pdf
Approved	ELECTRONIC DATA PROCESSING SYSTEMS SECTION I - EQUIPMENT	00 IM0014 00 10 04	10 04	Endorseme New nt/Amendm ent/Condi ons	0.00	elect data Proc system sect I equip - 00 IM0014 00 10 04.pdf
Approved	ELECTRONIC DATA PROCESSING SYSTEMS SECTION II - DATA, MEDIA, PROGRAMS	00 IM0015 00 10 04	10 04	Endorseme New nt/Amendm ent/Condi ons	0.00	elect data sect II data,media,p rogr - 00 IM0015 00 10 04.pdf
Approved	ELECTRONIC DATA PROCESSING SYSTEMS SECTION III - EXTRA EXPENSE	00 IM0016 00 10 04	10 04	Endorseme New nt/Amendm ent/Condi ons	0.00	elect data sect III extra expense - 00 IM0016 00 10 04.pdf
Approved	ELECTRONIC DATA PROCESSING SYSTEMS SECTION IV - LOSS OF BUSINESS INCOME	00 IM0017 00 10 04	10 04	Endorseme New nt/Amendm ent/Condi ons	0.00	elect data sect IV Loss Bus Income - 00 IM0017 00 10 04.pdf
Approved	ELECTRONIC DATA	00 IM0018 00 10 04	10 04	Endorseme New nt/Amendm	0.00	elect data sect V ext of

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	PROCESSING SYSTEMS SECTION V - EXTENSIONS OF COVERAGES			ent/Condi ons		covge - 00 IM0018 00 10 04.pdf
Approved	ELECTRONIC DATA PROCESSING SYSTEMS SUPPLEMENTA L DECLARATIONS	05 IM001310 04 00 10 04		Declaration New s/Schedule	0.00	electronic data Proc Sys Supl dec - 05 IM0013 00 10 04.pdf
Approved	EXCESS INSURANCE COVERAGE FORM	00 EX0001 00 10 04	10 04	Policy/CoveNew rage Form	0.00	Excess Ins Covge Form - 00 EX0001 00 10 04.pdf
Approved	EXCESS INSURANCE SUPPLEMENTA L DECLARATIONS	05 EX0002 00 10 04	10 04	Declaration New s/Schedule	0.00	Excess Ins Suppl Dec - 05 EX0002 00 10 04.pdf
Approved	FIRE LEGAL LIABILITY EXCLUSION	00 EX0003 00 10 04	10 04	Endorseme New nt/Amendm ent/Condi ons	0.00	Fire Legal Liab excl - 00 EX0003 00 10 04.pdf
Approved	FORESTERS SPECIAL LIABILITY COVERAGE ENDORSEMENT	00 GL0187 00 10 04	10 04	Endorseme New nt/Amendm ent/Condi ons	0.00	Forester Special LiabilityCovE nd - 00 GL0187 00 10 04.pdf
Approved	FUNGI OR BACTERIA EXCLUSION	00 EX0005 00 10 04	10 04	Endorseme New nt/Amendm ent/Condi ons	0.00	Fungi or Bacteria Excl - 00 EX0005 00 10 04.pdf
Approved	HIRED AUTO AND NON-	00 GL0192	10 04	Endorseme New nt/Amendm	0.00	Hired and Non owned

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Product Name:	AdvenSure Program		
Project Name/Number:	Submission of AdvenSure Program/ARCH-08-111		
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	LIABILITY	ons	00 GL0192
	INSURANCE		00 10 04.pdf
	ENDORSEMENT		
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	ENDORSEMENT		Additional
			Insureds -
			00GL024500
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Approved	INLAND MARINE 05 IM001903 05	Declaration New	0.00
	SUPPLEMENTA 00 03 05	s/Schedule	
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	DECLARATIONS		Marine Supp
			Dec - 05
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			03 05.pdf
Approved	LIMIT OF 00 10 04	Endorseme New	0.00
	LIABILITY GL0189	nt/Amendm	
	ENDORSEMENT 00 10 04	ent/Condi	Limit of
		ons	Liabilty End -
			00 GL0189
			00 10 04.pdf
Approved	LIMITATION OF 00 08 06	Endorseme New	0.00
	COVERAGE TO GL0246	nt/Amendm	
	DESIGNATED 00 08 06	ent/Condi	Limitation of
	ACTIVITIES AT	ons	Coverage to
	THE		Designated
	DESCRIBED		Activities
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	ENDORSEMENT		00GL024600
			0806.pdf
Approved	MARGIN 00 10 04	Endorseme New	0.00
	CLAUSE CP0018	nt/Amendm	
	ENDORSEMENT 00 10 04	ent/Condi	Margin
		ons	Clause - 00
			CP0018 00
			10 04.pdf
Approved	PERSONAL 00 10 04	Endorseme New	0.00
	LIABILITY GL0190	nt/Amendm	
	ENDORSEMENT 00 10 04	ent/Condi	Personal
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			- 00 GL0190
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Approved	PERSONAL 00 10 04	Endorseme New	0.00
	WATERCRAFT GL0185	nt/Amendm	
			Personal
			Watercraft

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Approval	Code	00	10 04	Description	0.00	File Name
	EXCLUSION			ent/Condi ons		Exclusion - 00 GL0185 00 10 04.pdf
Approved	SNOWMOBILE EXCLUSION	00 EX0006	10 04	Endorseme New nt/Amendm ent/Condi ons	0.00	Snowmobile s Excl - 00 EX0006 00 10 04.pdf
Approved	SNOWMOBILES EXCLUSION	00 GL0186	10 04	Endorseme New nt/Amendm ent/Condi ons	0.00	Snowmobile s Exclusion - 00 GL0186 00 10 04.pdf
Approved	TRAILER SPOTTING COVERAGE ENDORSEMENT	00 GL0191 00 10 04	10 04	Endorseme New nt/Amendm ent/Condi ons	0.00	Trailer Spotting End - 00 GL0191 00 10 04.pdf
Approved	UNINSURED OR UNDERINSURE D MOTORIST EXCLUSION	00 EX0007 00 10 04	10 04	Endorseme New nt/Amendm ent/Condi ons	0.00	Uninsurd- UIM Excl - 00 EX0007 00 10 04.pdf
Approved	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT ENDORSEMENT	00 EX0004 00 10 04	10 04	Endorseme New nt/Amendm ent/Condi ons	0.00	Limitation Covge to Desig Premises or Project - 00 EX0004 00 10 04.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVENSURE PLUS - PROPERTY ENDORSEMENT

This endorsement modifies insurance provided under the following if attached to your policy:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM attached to your policy
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM if attached to your policy
CAUSES OF LOSS - SPECIAL FORM if attached to your policy

The following is a schedule and summary of increased Limits of Insurance and additional coverage provided by this coverage enhancement:

SCHEDULE OF COVERAGES	
LIMITS OF INSURANCE	SUBJECTS OF INSURANCE
\$ 5,000	Fire Department Service Charge
\$ 100,000	Ordinance Or Law. Includes Demolition Cost Coverage, subject to a maximum limit of \$50,000 Increased Cost of Construction
\$ 500,000	Newly Acquired or Constructed Property
\$ 2,500	Personal Effects
\$ 10,000	Personal Property of Others
\$ 5,000	Valuable Papers and Records – Cost of Research
\$ 15,000	Property Off Premises
\$ 2,500	Other Outdoor Property
\$ 2,500	Trees, Shrubs, Plants and Lawns, including Debris Removal Expense
\$ 10,000	Data or Media
\$ 10,000	Accounts Receivable
\$ 2,500	Property In or On a Vehicle
\$ 2,500	Property in the Custody of Salespersons
\$ 1,000	Fire Protective Devices
\$ 5,000	Inventory or Appraisal
\$ 5,000	Property In Transit
\$ 5,000	Money and Securities – Inside of Premises
\$ 5,000	Money and Securities – Outside of Premises
\$ 1,000	Contamination, Spoilage, Change in Temperature or Humidity
\$ 5,000	Fairs or Exhibitions
\$ 25,000	Fine Arts
\$ 5,000	Underground Pipes, Flues or Drains
\$ 10,000	Foundations of Machinery
\$ 5,000	Arson or Crime Reward
\$ 2,500	Bridges
\$ 15,000	Extra Expense
\$ 2,500	Indoor and Outdoor Signs, Attached or Unattached
\$ 10,000	Off Premises Power Interruption – Business Income
\$ 5,000	Water Damage Resulting From Backup or Overflow or Sewer, Drain or Sump
\$ 10,000	Patterns, Dies, Molds and Forms

The limits applicable to the coverages listed on the front schedule of this endorsement are provided in addition to the Limits of Insurance. These coverages apply separately to each of your premises described in the Declarations unless otherwise specified. The Additional Condition, Coinsurance does not apply to these coverages.

A. The following changes apply to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:

1. Paragraph **q. (2)** in **2. Property Not Covered** of **A. COVERAGE** is deleted and replaced by the following:

(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

2. Paragraph **c. Fire Department Service Charge** in **4. Additional Coverages** of **A. COVERAGE** is deleted and replaced by the following:

4. Additional Coverages

- c. Fire Department Services Charge

When the fire department is called to save or protect Covered Property from a covered cause of loss, we will pay up to the Fire Department Service Charge Limit shown on the front schedule of this endorsement for your liability for fire department service charges:

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

No deductible applies to this Additional Coverage.

3. Paragraph **e. Increased Cost of Construction** in **4. Additional Coverages** of **A. COVERAGE** is deleted and replaced by the following:

- e. Ordinance or Law**

In the event of damage by a Covered Cause of Loss to a Building that is Covered Property, we will pay:

- (1) Demolition Cost Coverage**

The cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of building, zoning or land use ordinance or law in force at the time of loss that requires demolition of such undamaged property.

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

- (2) Increased Cost of Construction Coverage**

- (a)** For the increased cost to:

- (i)** Repair or reconstruct damaged portions of that building; and/or
 - (ii)** Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law in force at the time of loss.

However:

- (i) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

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

(3) Loss Payment

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction is the Ordinance Or Law limit shown on the front schedule of this endorsement subject to the following loss payment provisions:

- (a) For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- (b) With respect to the Increased Cost of Construction:
 - (i) We will not pay for the increased cost of construction:
 - (aa) Until the property is actually repaired or replaced, at the same or another premises; and
 - (bb) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (ii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay is the lesser of:
 - (aa) The increased cost of construction at the same premises; or
 - (bb) \$50,000.
 - (iii) If the ordinance or law requires relocation to another premises, the most we will pay is the lesser of:
 - (aa) The increased cost of construction at the new premises; or
 - (bb) \$50,000.

(4) Exclusions

Under this Additional Coverage, we will not pay for:

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

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

(c) Loss due to any ordinance or law that:

(i) You are required to comply with before the loss, even if the building was undamaged; and

(ii) You failed to comply with.

(5) The terms of this Additional Coverage apply separately to each building to which this Additional Coverage applies.

(6) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

(7) If the Ordinance or Law Coverage endorsement is attached to the policy, the coverage provided under this Additional Coverage is excess.

4. The last paragraph of item (1) in a. **Newly Acquired or Constructed Property** under 5. **Coverage Extensions** in A. **COVERAGE**, is deleted and replaced by the following:

The most we will pay for loss or damage under this Extension is the Newly Acquired or Constructed Property Limit shown in the front schedule of this endorsement.

5. Paragraph (3)(b) in a. **Newly Acquired or Constructed Property** in 5. **Coverage Extensions** of A. **COVERAGE** is deleted and replaced by the following:

(b) 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or 3.

6. Paragraph b. **Personal Effects and Property of Others** in 5. **Coverage Extensions** of A. **COVERAGE** is deleted and replaced by the following:

b. Personal Effects and Property of Others

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

(1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This extension does not apply to loss or damage by theft. The most we will pay for loss or damage under this extension is the Personal Effects Limit shown in the front schedule of this endorsement.

(2) Personal property of others in your care, custody or control. The most we will pay for loss or damage under this extension is the Personal Property of Others limit shown on the front schedule of this endorsement.

Our payment for loss of or damage to personal property of others or to personal effects of your officers, partners or members, your managers or employees will only be for the account of the owner of the property.

7. Paragraph c. **Valuable Papers and Records** in 5. **Coverage Extensions** of A. **COVERAGE** is deleted and replaced by the following:

You may extend the insurance that applies to Your Business Personal Property to apply to your costs to research, replace or restore the lost information on lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (where there is a duplicate) the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance. The most we will pay for loss or damage under this Extension is the Valuable Papers and Records – Cost of Research limit shown on the front schedule of this endorsement.

8. Paragraph **(3)** of **d. Property Off Premises**, under **5. Coverage Extensions** of **A. COVERAGE** is deleted and replaced by the following:

(3) The most we will pay for loss or damage under this Extension is the Property Off Premises limit shown on the front schedule of this endorsement.

9. Paragraph **e. Outdoor Property** in **5. Coverage Extensions** of **A. COVERAGE** is deleted and replaced by the following:

e. Outdoor Property

You may extend the insurance provided by the Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs, plants (other than “stock” of trees, shrubs or plants) and lawns, including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1)** Fire;
- (2)** Lightning;
- (3)** Explosion;
- (4)** Riot or Civil Commotion;
- (5)** Aircraft;
- (6)** Vandalism and Malicious Mischief; or
- (7)** Theft.

The most we will pay for loss or damage under this Extension is the Trees, Shrubs, Plants and Lawns, Including Debris Removal Expense limit shown on the front schedule of this endorsement, but not more than \$2500 for any one Tree, Shrub, or Plant. For all other outdoor property, the most we will pay for loss or damage under this Extension is the Other Outdoor Property limit shown on the front schedule of this endorsement.

10. The following coverage extensions are added to item **5. Coverage Extensions** in **A. COVERAGE**:

g. Data or Media

You may extend the insurance that applies to Your Business Personal Property to apply to data or media. This Extension includes the property of others that you hold in any capacity, or for which you are responsible.

- (1) Coverage under this Extension includes:
 - (a) Data stored on the media, including facts, concepts, computer programs and instructional vehicles used in your data processing systems as well as accounts, bills, evidences of debt, valuable papers and records, abstracts, deeds, manuscripts or other document in data processing media form; and
 - (b) Media on which data is stored.
- (2) We will not cover the following kinds of equipment, data or media;
 - (a) Any data or media for which duplicates or replacements do not exist; or
 - (b) Property rented or leased to others while away from the described premises.
- (3) Data or Media loss payment will be determined as follows:
 - (a) Equipment. We will pay the least of the following amount:
 - (i) The cost of reasonably restoring that property to its condition immediately before the loss or damage; or
 - (ii) The cost of replacing that property with identical property.However, when repair or replacement with identical property is not possible, we will pay the cost to replace that property with similar property capable of performing the same functions.

If not repaired or replaced, the property will be valued at its actual cash value.
 - (b) Data. We will pay up to the actual cost incurred of reproducing the data or \$5,000, whichever is less.
 - (c) Media. We will pay to repair or replace the media with material of the same kind and quality.

The most we will pay under this Extension is the Data or Media Limit shown on the front schedule of this endorsement but if the equipment, data or media is lost or damaged while in transit or on a vehicle the most we will pay is \$2,500.

h. Accounts Receivable

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to your records of accounts receivable:
 - (a) At a described premises or in or on a vehicle in transit between described premises; or
 - (b) If the records must be removed from a described premises to protect them from the threat of a Covered Cause of Loss.
- (2) We will pay:
 - (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

- (c) Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
 - (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable;
that result from Covered Causes of Loss to your records of accounts receivable.
- (3) Accounts receivable loss payment will be determined as follows:
- (a) When there is proof that a covered loss has occurred but you cannot accurately establish the amount of accounts receivable outstanding at the time of the loss, the amount of the loss will be computed as follows:
 - (i) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (ii) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
 - (b) The following will be deducted from the total amount of accounts receivable:
 - (i) The amount of the accounts for which there is no loss;
 - (ii) The amount of the accounts that you are able to re-establish or collect; and
 - (iii) An amount to allow for probable bad debts that you are normally unable to collect.
 - (c) You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

The most we will pay under this Extension is the Accounts Receivable limit shown on the front schedule of this endorsement. If accounts receivable records are lost or damaged in transit, the most we will pay is \$2,500.

i. Property in or on a Vehicle

You may extend the insurance provided by this Coverage Form to apply to your Covered Property while in or on a vehicle not located within 100 feet of the described premises. The Extension does not apply to your salesperson's samples. We will pay for shipments by mail only if registered.

This Extension also applies to your interest in shipments sold "Free on Board". When the title of a shipment passes to the consignee and if the consignee refuses to pay because the shipment is lost or damaged, you may elect to claim that loss under this insurance. We will not attempt to collect from the consignee unless you:

- (1) Provide us with your written consent to do so; and
- (2) Assign us your right of action.

The most we will pay for the loss or damage under this Extension is the Property In or On a Vehicle limit shown on the front schedule of this endorsement.

j. Property in the Custody of Salespersons

You may extend the insurance provided by this Coverage Form to apply to your Covered Property in the custody of a salesperson and not located within 100 feet of the described premises or at a fair, trade show or exhibition.

The most we will pay for loss or damage under this Extension is the Property in the Custody of Salespersons limit shown on the front schedule of this endorsement.

k. Fire Protective Devices

You may extend the insurance provided by this Coverage Form to apply to your fire protective devices that are permanently installed in buildings at the described premises. This Extension applies when such devices have been discharged by accident but not for periodic recharge.

The most we will pay under this Extension is the Fire Protective Devices limit shown on the front schedule of this endorsement for each separate 12-month period of this policy to recharge or refill fire protective devices covered by this Extension.

l. Inventory or Appraisal

You may extend the insurance provided under this Coverage Form to apply to the following expenses you incur, as required by this Coverage Part, to prepare a claim.

- (1) The cost of taking inventories;
- (2) The cost of making appraisals; and
- (3) The cost of preparing a statement of loss and other supporting exhibits.

The most we will pay under this Extension is the Inventory or Appraisal limit shown on the front schedule of this endorsement.

We will not pay for any expenses billed by and payable to independent insurance adjusters or for expenses to prepare claims not covered by this Coverage Part.

m. Property In Transit

This extension applies only to your personal property to which this form applies. You may extend the insurance provided under this Coverage Form to apply to your personal property (other than property in your care, custody or control) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points on the coverage territory. Loss or damage must be caused by or result from one of the following causes of loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion or vandalism;
- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
- (3) Theft of an entire bale, case, or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

The most we will pay for loss or damage under this extension is the Transit Limit shown on the front schedule of this endorsement.

n. Money and Securities

You may extend the insurance provided under this coverage form to apply to loss of money and securities used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partner or any employees having use and custody of the property, at the described premises, or in transit between any of these places resulting directly from:

- (1) Theft, meaning any act of stealing;
- (2) Disappearance; or
- (3) Destruction

In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:

- (1) Resulting from accounting or arithmetical errors or omissions;
- (2) Due to the giving or surrendering of property in any exchange or purchase; or
- (3) Of property contained in any money-operated device unless the amount of money deposited in it is recorded by a continuous recording instrument in the device.

The most we will pay for loss or damage under this extension is:

- (1) The Money and Securities – Inside of Premises Limit shown on the front schedule of this endorsement while:
 - (a) In or on the described premises
 - (b) Within a bank or savings institution, and;
- (2) The Money and Securities – Outside of Premises Limit shown on the front schedule of this endorsement for anywhere else.

All loss caused by one or more persons or involving a single act or series of related acts is considered one occurrence. In addition, you must keep records of all money and securities so we can verify the amount of any loss or damage.

o. Contamination, Spoilage, Change in Temperature or Humidity

The most we will pay for this Coverage Extension is the Contamination, Spoilage, Change in Temperature or Humidity per occurrence Limit shown on the front schedule of this endorsement.

- (1) The insurance provided by this coverage form applies to loss or damage to “stock” owned by you or by others in your care, custody and control at:
 - (a) Your described premises; or
 - (b) Premises of a cold storage warehouse; or
 - (c) Premises of a consignee; and
- (2) As the result of contamination, which means loss or damage to stock caused by a foreign substance accidentally entering or coming into contact with the stock.

Contamination does not include the wrongful addition or omission of ingredients or substances as part of the production process; nor improper processing or preparation; or

- (3) As the result of spoilage or change in temperature or humidity arising out of a complete or partial interruption of power either:
 - (a) On premises if interruption is caused by a Covered Cause of Loss; or
 - (b) Off premises if interruption is caused by a Covered Cause of Loss to property of power supply companies which includes the following property:
 - 1. utility generating plants;
 - 2. switching stations;
 - 3. substations;
 - 4. transformers; and
 - 5. transmission lines.

We will pay only if the loss or damage to the property of the power supply company prevents the delivery of services for twelve (12) hours or more.

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

- (1) The inability of a power supply company or other power source to provide sufficient power due to lack of fuel or governmental order.
- (2) The inability of a power supply company to provide sufficient power due to the lack of generating capacity to meet demand.
- (3) The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- (4) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- (5) Breaking of any glass that is a permanent part of any refrigerating, cooling, or humidity control unit.

p. Fairs or Exhibitions

We will pay for the direct physical loss or damage by a Covered Cause of Loss to your property at any fair or exhibition.

The most we will pay for this Coverage Extension is the Fairs or Exhibition Limit shown on the front schedule of this endorsement.

q. Fine Arts

We will pay for the direct physical loss or damage by a Covered Cause of Loss to your "fine arts" or the "fine arts" of others while in your care, custody, or control while in or on a building at a location covered by this agreement or within 1,000 feet of it.

The most we will pay for this Coverage Extension is the Fine Arts Limit shown on the front schedule of this endorsement.

r. Underground Pipes, Flues or Drains and Belowground Penstock

You may extend the insurance that applies to Building to apply to underground pipes, flues, or drains that are within 1000 feet of the described premises.

The most we will pay under this Coverage Extension is the Underground Pipes, Flues or Drains Limit shown on the front schedule of this endorsement.

s. Foundations of Machinery

You may extend the insurance that applies to Building to apply to foundations of machinery if their foundations are below:

- (1) The lowest basement floor; or
- (2) The surface of the ground, if there is no basement.

The most we will pay under this Coverage Extension is the Foundations of Machinery Limit shown on the front schedule of this endorsement.

t. Arson and Crime Reward

We will pay for rewards you pay for information leading to convictions or perpetrators who caused direct physical loss or damage to Covered Property from a Covered Cause of Loss not otherwise excluded.

The most we will pay under this Coverage Extension is the Arson and Crime Reward Limit shown on the front schedule of this endorsement.

u. Bridges

You may extend the insurance provided by this coverage form to apply to bridges under 30 feet in length.

The loss or damage must be caused by or resulting from a Covered Cause of Loss; however, no coverage is provided for loss or damage caused by freezing and thawing or by vehicles.

The most we will pay under this Coverage Extension is the Bridges Limit shown on the front schedule of this endorsement.

v. Extra Expense

If the **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM** is NOT attached to your policy, you may extend the insurance provided by this Coverage Form to apply to the actual and necessary extra expense you sustain due to direct physical loss or damage to property at the described premises caused by or resulting from a Covered Cause of Loss.

Extra Expense means the necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property:

- (1) To avoid or minimize the suspension of business and to continue "operations"; or

- (2) To minimize the suspension of business if you cannot continue "operations"; or
- (3) To repair or replace any property to the extent it reduces the amount of loss that otherwise would have been payable under this extension.

The most we will pay for this extension is the Extra Expense limit shown on the front schedule of this endorsement.

11. The second paragraph of **C. LIMITS OF INSURANCE** regarding the Limit of Insurance for outdoor signs is deleted and replaced by the following:

The most we will pay for loss or damage is the Indoor and Outdoor Signs, Attached or Unattached limit shown on the front schedule of this endorsement for any one occurrence. The limit applicable to this coverage is in addition to the Limits of Insurance.

B. The following definitions are added to **H. Definitions**:

4. "Fine arts" mean articles of rarity, historical value or artistic merit, rare books, or antique objects of art of every nature and description.

"Fine arts" does not include:

- a. Accounts, bills, precious and semi-precious stones, currency, deeds, evidences of debt, money, notes, securities, plans, blueprints, designs, valuable papers, or specifications;
- b. Contraband or property in the course of illegal transportation or trade.

5. "Period of Restoration" means the period of time that:

a. Begins:

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

b. Ends on the earlier of:

- (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (2) The date when business is resumed at a new permanent location.

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

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

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

6. "Operations" means your business activities occurring at the described premises.

C. If the **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM** is attached to your policy, the following changes apply:

1. The following coverage is added:

Off Premises Power Interruption

We will pay for loss of Business Income or Extra Expense at the described premises caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a

Covered Cause of Loss to the property described below if such property is located outside of a covered building described in the Declarations:

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

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

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

- (1) Communication transmission lines, including optic fiber transmission lines;
- (2) Coaxial cables; and
- (3) Microwave radio relays except satellites.

This does not include overhead transmission lines.

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

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

This does not include overhead transmission lines.

The most we will pay is for loss you incur after the first 12 hours following the direct physical loss or damage by a Covered Cause of Loss to the property described above is the Off Premises Power Interruption – Business Income limit shown on the front schedule of this endorsement.

2. Paragraph **c. (2) Newly Acquired Locations** in **6. Coverage Extension** of **A. COVERAGE** is deleted and replaced by the following:

(2) 180 days expire after you acquire or begin construction on the property; or

D. If the **CAUSES OF LOSS – SPECIAL FORM** is attached to your policy, the following changes apply:

The following coverage is added:

Water Damage Resulting From Backup or Overflow of Sewer, Drain or Sump

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage caused by:

- a. Water that backs up or overflows from a sewer, drain or sump; or
- b. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings.

However, we will not pay for any resulting indirect or consequential loss, regardless of its amount.

The most we will pay for loss or damage under this Extension is the Water Damage Resulting From Backup or Overflow of Sewer, Drain or Sump limit shown on the front schedule of this endorsement.

Patterns, Dies, Molds and Forms

Paragraph **3. c.** in **C. Limitations**, is deleted and replaced by the following:

The most we will pay for loss or damage under this Extension is the Patterns, Dies, Molds and Forms limit shown on the front schedule of this endorsement.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

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

AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph **2. Exclusions of Section I. – Coverage A – Bodily Injury And Property Damage Liability** is amended as follows:

Paragraph **g.** is replaced by the following:

This insurance does not apply to:

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 chartered by 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 chartered by or loaned to any insured.

This exclusion does not apply to:

- (1) 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;
- (2) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f. (2) or f. (3) of the definition of "mobile equipment".

- B. The following definition is added to the Definitions Section:

"Watercraft" means any boat, including a raft, canoe or kayak, powered or unpowered.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT OR AUTO EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph **2. Exclusions of Section I. – Coverage A – Bodily Injury And Property Damage Liability** is amended as follows:

Paragraph **g.** is replaced by the following:

This insurance does not apply to:

g. Aircraft or Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or "auto" owned or operated by or rented or chartered by 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 or "auto" that is owned or operated by or rented or chartered by or loaned to any insured.

This exclusion does not apply to:

- (1) 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;
- (2) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f. (2) or f. (3) of the definition of "mobile equipment".

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRPORT LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy does not apply to any liability arising out of the ownership, maintenance, operation, use or entrustment to others of airfields, runways, hangars, buildings or other properties used in connection with aviation activities or airports.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOAT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Watercraft:

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1.Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft owned or used by or rented to the insured shown in the Schedule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:



ARCH INSURANCE COMPANY
(A Missouri Corporation)

Home Office Address:
3100 Broadway, Suite 511
Kansas City, MO 64111

Administrative Address:
One Liberty Plaza, 53rd Floor
New York, NY 10006
Tel: (800) 817-3252

**CONTRACTOR'S EQUIPMENT SUPPLEMENTAL
DECLARATIONS**

These Supplemental Declarations form a part of policy number _____

LIMITS OF INSURANCE

1. COVERED PROPERTY

a. Schedule of Property (See **A.1.** of this Coverage Form)

DESCRIPTION OF PROPERTY

Item No.	(Year, Name of Manufacturer, Type, Model, Serial Number)	Limit of Insurance

Total Scheduled Property \$ _____

b. Blanket Miscellaneous Tools and Equipment \$ _____
No single item to exceed \$ _____ in value.

c. Limit of Insurance for All Covered Property \$ _____

2. AMENDMENT TO COVERAGE EXTENSIONS

(Applicable only for those Coverage Extensions where an increased limit of insurance is shown below)

a. Additionally Acquired Equipment, 25% of the Total Scheduled Property or \$100,000, whichever is less, for any one item.
(See section **A.4.a.** of the Coverage Form) Increased to \$ _____

b. Rental Expense Reimbursement, \$2,500 of rental expenses in any one policy period.
(See section **A.4.b.** of the Coverage Form) Increased to \$ _____

c. Debris Removal Expense, 10% of the amount we pay for the direct physical "loss" to Covered Property, or \$5,000 for the sum of all debris removal expense occurring during each separate 12 month period of the policy, whichever is less.
(See section **A.4.d.** of the Coverage Form)

Increased to \$ _____

DEDUCTIBLE \$

RATE \$

PREMIUM \$

**LOSS PAYABLE TO YOU AND
AS THEIR INTERESTS MAY APPEAR**

FORMS AND ENDORSEMENTS

Forms and endorsements applying to this Coverage Part and made a part of this policy at time of issue:

THESE SUPPLEMENTAL DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, THE INLAND MARINE CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.

CONTRACTOR'S EQUIPMENT COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the DEFINITIONS section in this Coverage Form.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Covered Property means contractor's equipment as scheduled in the Declarations, which is:

- a. Your property; and
- b. Similar property of others for which you may be liable.

2. Property Not Covered

Covered Property does not include:

- a. Automobiles, motor trucks, tractors, trailers or other vehicles designed and principally used for highway transportation;
- b. Aircraft or watercraft;
- c. Property while airborne;
- d. Property while waterborne except while in transit on ferries, lighters or carfloats;
- e. Property while located underground, in caissons or underwater;
- f. Tools and clothing of your employees;
- g. Contraband or property in the course of illegal transportation or trade;
- h. Blueprints, mechanical drawings, designs, tracings, specifications or other similar property;
- i. Property which has or is intended to become a permanent part of any structure;
- j. Building materials and supplies; or
- k. Crane booms or derrick booms, including any extensions, while being operated or used, unless "loss" is directly caused by fire, lightning, explosion, windstorm, theft or overturn of the machine of which it is a part.

3. Covered Causes Of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

4. Coverage Extensions

- a. **Additionally Acquired Equipment**

If during the policy period you acquire additional equipment of a type already covered by this form, we will cover such equipment for up to 60 days but not beyond the end of the policy period.

The most we will pay for "loss" to any one item is the lesser of:

- (1) 25% of the Total Scheduled Property shown in the Declarations; or
- (2) \$100,000;

unless an increased limit for any one item is shown in the Declarations.

You will report such equipment to us within 60 days from the date acquired and will pay any additional premium due. If you do not report such equipment, coverage will cease automatically 60 days after the date the equipment is acquired, or at the end of the policy period, whichever occurs first.

b. Rental Expense Reimbursement

We will reimburse your rental expenses should a covered "loss" to equipment you own make it necessary to rent replacement equipment to continue your normal operations of the work in progress. We will reimburse these rental expenses provided you do not have equivalent idle equipment you can use and you restore or replace the lost or damaged equipment as soon as possible.

Our reimbursement is limited to rental expenses incurred during the period of time beginning seventy-two (72) hours after the "loss" has occurred and continuing until the equipment has been restored, replaced, or is no longer needed, whichever occurs first. The period of reimbursement will not be limited by the policy expiration date.

The most we will pay is \$2,500 of your rental expenses in any one policy period for one or more items of equipment unless an increased limit is shown in the Declarations.

c. Pollutant Clean Up and Removal

- (1) We will pay your expenses to extract "pollutants" from land or water if the release, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (a) The date of direct physical "loss"; or
- (b) The end of the policy period.

- (2) The most we will pay under this Coverage Extension is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

d. Debris Removal Expense

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (a) The date of direct physical "loss"; or
- (b) The end of the policy period.

- (2) The most we will pay under this Coverage Extension is the lesser of the following:
 - (a) 10 % of the amount we pay for the direct physical "loss" to Covered Property; or
 - (b) \$5,000 for the sum of all debris removal expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.
- (3) This Coverage Extension does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.

B. EXCLUSIONS

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

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause.

But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earth Movement

Earthquake, volcanic eruption, explosion, effusion, earth sinking, earth rising or shifting, landslide or other earth movement.

But we will pay for direct "loss" caused by resulting fire if the fire would otherwise be covered under this Coverage Form.

e. "Flood"

But we will pay for direct "loss" caused by resulting fire if the fire would otherwise be covered under this Coverage Form.

2. We will not pay for "loss" caused by or resulting from any of the following:

- a.** Delay, loss of use, loss of market or any other consequential loss;
- b.** Dishonest or criminal act committed by:
 - (1)** You, any of your partners, employees, directors, trustees, or authorized representatives;
 - (2)** Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (3)** Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- c.** Unexplained disappearance;
- d.** Shortage found upon taking inventory;
- e.** The lifting of a load that exceeds the manufacturer's load chart specifications, or by any operation that stresses the machine beyond the manufacturer's suggested operational limitations;
- f.** Explosion, rupture or bursting of any steam boiler, steam piping or pressure vessel owned, leased or operated by the Insured. But if explosion of steam boilers, steam pipes or pressure vessels results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion;
- g.** Artificially generated current creating a short circuit or other electrical disturbance within the Covered Property. But we will pay for direct "loss" caused by resulting fire or explosion.

This exclusion only applies to "loss" to that article in which the disturbance occurs;

- h.** Processing or work upon the property.

We will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form;
- i.** Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense;
- j.** Unauthorized instructions to transfer property by any person or to any place;
- k.** Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the Covered Causes of Loss. But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a Covered Cause of Loss, we will pay for the "loss" caused by that Covered Cause of Loss.

3. We will not pay for "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss";
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
 - c. Wear and tear, gradual deterioration, corrosion, rust, dryness or dampness of atmosphere, extremes or changes of temperature including freezing;
 - d. Insects, vermin, rodents;
 - e. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect;
 - f. Mechanical or electrical breakdown or failure;
 - g. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying or siting;
 - (2) Design, specification, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;of part or all of any property wherever located;
 - h. Collapse of all or part of any building or structure.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence:

- 1. For one item of scheduled property is the Limit of Insurance for that item;
- 2. For more than one item of scheduled property is the total of the scheduled limits for those items up to the Limit of Insurance for All Covered Property;
- 3. For Coverage Extensions is the Limit of Insurance applicable to a Coverage Extension;

as shown in the Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" exceeds the deductible shown in the Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

This condition does not apply to Rental Expense Reimbursement and Debris Removal Expense

E. ADDITIONAL CONDITIONS

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

1. Valuation

The valuation condition contained in the Inland Marine Conditions is replaced by the following:

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

- a. The actual cash value of that property;
- b. The cost of reasonably restoring that property to its condition immediately before "loss"; or
- c. The cost of replacing that property with substantially identical property.

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

However, we will not deduct depreciation on the adjustment of a partial "loss" to an item when the "loss" is less than twenty percent (20%) of the actual cash value of the item.

2. Coinsurance

All Covered Property must be insured for at least 90% of its actual cash value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" that the applicable Limit of Insurance shown in the Declarations bears to 90% of the actual cash value of the Covered Property as of the time of "loss."

If "loss" applies to two or more items, we have the option to apply Coinsurance to each item separately.

3. Coverage Territory

We cover property wherever located within:

- a. The United States of America (including its territories and possessions);
- b. Puerto Rico; and
- c. Canada.

F. DEFINITIONS

1. "Flood" means a temporary condition of partial or complete inundation of normally dry land areas as a result of:

- a. The overflow of inland or tidal waters; or
- b. The unusual and rapid accumulation or runoff of surface waters.

"Flood" does not mean:

- a. Water which backs up through sewers or drains;
- b. Water below the surface of the ground; or
- c. Release of water impounded by a dam.

2. "Loss" means accidental loss or damage.

3. "Pollutants" means any Covered Property that becomes a 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DOGS IN THE INSURED'S CARE, CUSTODY OR CONTROL ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following paragraph is added to Exclusion j. Damage to Property, in Section I, Coverage A.2:

Paragraph **(4)** of this exclusion does not apply to:

Dogs owned by others while boarded on the Insured's premises.

We will pay for "Property Damage" to dogs owned by others while boarded on the Insured's premises, subject to the following conditions:

- (a) This insurance does not apply to liability of others assumed by the insured under any contract or agreement.
- (b) This insurance does not apply to dogs owned by or rented to the insured or any employee of the insured.
- (c) Subject to paragraph **5. Section III. LIMITS OF LIABILITY, COVERAGE A**, the most we will pay for "property damage" to dogs owned by others while boarded on the Insured's premises is:

\$ 1,000 Any one dog

\$ 5,000 Any one "occurrence"

\$ 5,000 Annual aggregate limit

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

ELECTRONIC DATA PROCESSING SYSTEMS SECTION I - EQUIPMENT

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", "your", and "yours" refer to the Named Insured shown in the Declarations. The words "we", "us", "our", and "ours" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have a special meaning. Refer to paragraph K. DEFINITIONS.

SECTION I - EQUIPMENT

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of "Loss".

1. COVERED PROPERTY, as used in Section I, means:

"Data processing equipment", including component parts of that equipment, which are:

- a. owned by you;
- b. leased or rented to you; or
- c. under your control;

all as shown in the schedule attached to this policy.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. "data", "media" or "computer programs";
- b. property you lease or rent to others while it is away from your premises;
- c. property while it is waterborne, unless on transporting vehicles aboard a regular ferry operating on inland waterways; or
- d. accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts, or other documents.

3. COVERED CAUSES OF LOSS

Covered causes of "loss" means Risks of Direct Physical "loss" to Covered Property except those causes of "loss" listed in the exclusions.

4. EXTENSIONS OF COVERAGE

These extensions of coverage shall not increase the Limits of Insurance.

The Coinsurance clause applies to these extensions unless otherwise specifically stated.

a. Removal

If the Covered Property becomes in imminent danger of "loss" at a covered location we will pay for "loss" while the property covered is:

- (1) being removed;
- (2) while at a place of safety; and
- (3) while being returned from the places of safety;

provided you give us written notice of removal and return within ten (10) days of removal.

b. Debris Removal

- (1) we will pay for the cost of removal of debris of the Covered Property if caused by a Covered Cause of "Loss"; but
- (2) we will not pay more than your actual cost of debris removal, or 10% of the applicable Limit of Insurance, or \$100,000, whichever is least;
- (3) in no event will we pay any cost resulting from enforcement of any law or ordinance.

c. Additionally Acquired Property

You agree:

- (1) To report in writing:
 - additional property of the kind insured by this policy, acquired after the effective date of this policy;
 - within thirty (30) days from the date acquired; and
- (2) to pay full premium for that property from the date acquired at pro rata of the policy rate for such property.

We agree:

- (1) to cover such additional property when acquired, pending notice to us:
 - (a) for no more than the actual cash value of the acquired property; or
 - (b) for no more than 25% of the highest limit of insurance at any location shown in the Declarations, or \$250,000, whichever is least;
- (2) to cease to cover this property if it is not reported to us in writing within the thirty (30) day period.

This coverage applies only to a class of property covered by this policy at the time of acquisition.

The coinsurance clause in this policy does not apply to this extension of coverage.

d. New Location Coverage

You agree:

to report in writing property covered by this policy, which is transferred to a new location, within thirty (30) days from the date transferred.

The new location must have been acquired by you after the effective date of this coverage.

We agree:

- (1) to cover this property, pending written notice to us:
 - (a) beginning with the date the property is physically transferred to your new location; and
 - (b) until such location is scheduled on this coverage;
 - (c) for no more than 25% of the highest Limit of Insurance at any location shown in the declarations, or \$250,000, whichever is least;
- (2) to cease to cover this property if the new location is not reported to us in writing within the thirty (30) day period.

This coverage applies only to property covered by this policy at time of transfer.

e. Transfer Between Locations Coverage

You agree:

to report in writing property covered by this policy, which is transferred between existing locations specified in this policy, within thirty (30) days from the date of transfer.

We agree:

- (1) to cover this property, pending notice to us, for no more than 25% of the highest Limit of Insurance at any location shown in the declarations, or \$250,000, whichever is least;
- (2) to cease to cover this property if the changes in location are not reported to us in writing within the thirty (30) day period.

f. Fire Protection Devices

We will pay the cost to recharge or refill:

- (1) any fire protection device which is designed specifically to protect Data Processing equipment; and
- (2) other fire protection devices in the same room where covered Data Processing equipment is located;

when these devices have been discharged as a result of a fire or explosion.

This coverage shall apply in addition to the coverage otherwise provided by this policy.

We shall not pay more than \$25,000 for the expenses to refill or recharge fire protection devices.

The coinsurance clause in this policy does not apply to this extension of coverage.

We will not cover any property after the end of the policy term, or after cancellation or termination of this coverage.

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

We will pay for acts of destruction ordered by the governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

b. NUCLEAR HAZARD

(1) Any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination from any other cause.

We will pay for direct "loss" caused by resulting fire if the fire would be covered under this coverage form.

c. WAR AND MILITARY ACTION

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action taken 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.

d. EARTH MOVEMENT

Earthquake, volcanic eruption or effusion, earth sinking, earth rising or shifting, landslide or other earth movement.

We will pay for direct "loss" caused by resulting fire if fire is otherwise covered by this policy.

e. "FLOOD"

We will pay for direct "loss" caused by resulting fire if fire is otherwise covered by this policy.

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

If another "loss" that we cover results we will pay for that resulting "loss".

a. Acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body, and including enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s);

b. Faulty, inadequate or defective:

(1) planning, zoning, development; surveying or siting;

(2) design, specification, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) materials used in repair, construction, renovation or remodeling; or

(4) maintenance.

c. Collapse of all or part of any building or structure.

3. We will not pay for a "loss" caused directly or indirectly by any of the following:
 - a. collapse, subsidence, settling, cracking, shrinkage or expansion of walls, pavement, foundations, floors, roofs or ceilings;
 - b. wear and tear, mold, rot;
 - c. hidden or latent defect, or any quality in property that causes it to damage or destroy itself;
 - d. insects, vermin, rodents;
 - e. dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, unless resulting from physical damage to the data processing system's air conditioning facilities by a cause of "loss" not excluded by this policy;
 - f. delay, loss of market, loss of use, interruption of business, consequential loss of any nature;
 - g. any change in electric power supply (such as interruption, brown out, or power surge) if the change originates more than 100 feet away from the premises containing the property;
 - h. actual work upon, installation or testing of property covered; or
 - i. dishonest or criminal acts:
 - (1) by you, or by any of your employees;
 - (2) by anyone authorized to act for you;
 - (3) by anyone to whom the property is entrusted; or
 - (4) all whether alone or in collusion with others and during the hours of employment or not.

This exclusion does not apply to a carrier for hire.

This exclusion does not apply to intentional acts of destruction by your employees, but under no circumstances is theft by an employee covered.

C. LIMITS OF INSURANCE

The most we will pay for a "loss" are the amounts stated in Section I of the Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of "loss" exceeds the Deductible amount shown in Section I of the Declarations. We will then pay the amount of "loss" in excess of the Deductible up to the applicable Limit of Insurance.

E. VALUATION

1. If Actual Cash Value is indicated in Section I.C. of the Declarations then clause F.1. below shall apply.
2. If Replacement Cost is indicated in Section I.C. of the Declarations then clause F.2. shall apply, and the amount we will pay shall not exceed the smallest of the following:
 - a. the Limit of Insurance which applies to the property involved in the "loss";
 - b. the amount you actually spend to repair or replace the property, or any part of it.

You may substitute property of a different kind or quality, but we won't pay more than what it would cost to replace the damaged or destroyed property with substantially identical property.

We will not make any payment under this form until the property involved in the "loss" is actually repaired or replaced by you with due diligence or dispatch.

F. COINSURANCE

1. The following shall apply if indicated in Section I.C.1. of the Declarations:

All property that is covered by this policy must be covered for its total actual cash value at the time of "loss" or you will incur a penalty;

The penalty is that we will pay only the proportion of any "loss" that the Limit of Insurance bears to the total actual cash value of the property at the time of "loss";

2. The following shall apply if indicated in Section I.C.2. of the Declarations:

All property that is covered by this policy must be insured for its total Replacement Cost at the time of "loss" or you will incur a penalty;

The penalty is that we will pay only the proportion of any "loss" that the Limit of Insurance bears to the total Replacement Cost of the property at the time of "loss".

G. RENTED OR LEASED PROPERTY

1. You must provide us with a copy of any lease or rental agreement that applies to any property covered by this policy:

We will cover only those Causes of "Loss" which the lessor has not assumed by the terms of lease or rental and which are not excluded by this policy.

You agree to give us advance notice of any cancellation, alteration, or termination of any such lease or rental agreement.

If you fail to notify us as agreed we shall be responsible for no broader coverage than what we would have been responsible under the last lease or rental agreement reported to us during the term of this coverage.

If no lease or rental agreements have been reported to us we will not cover leased or rented property.

H. RELEASE OF CARRIER'S LIABILITY

You are permitted to accept released value bills of lading from common carriers.

I. RECORDS AND INVENTORY

You will keep accurate records of your business and retain them for three years after the policy ends.

J. PROTECTIVE SAFEGUARDS

You must maintain the protective safeguards stated by you to be in effect at a location when this coverage began.

If you fail to maintain the protective safeguards:

1. in working condition; and

2. in operation;

coverage for which the protective safeguards apply is automatically suspended. This suspension will last until the equipment or services are back in operation.

K. COVERAGE TERRITORY

We cover property wherever located within:

1. The United States of America (including its territories and possessions);
2. Puerto Rico; and
3. Canada.

L. DEFINITIONS

1. "Computer programs" means "data" used to direct computer equipment including diagrams or other records which can be used to reproduce programs.
2. "Data" means facts, concepts or instructions, including computer programs, which are converted to a form usable in your data processing operations.
3. "Data processing equipment" means a network of machine components capable of accepting information, processing it according to plan, and producing a desirable result.

This includes all of your hardware, including air conditioning equipment used exclusively in your data processing operation, but does not include software or the cost of reproducing software.

4. "Flood" means a temporary condition of partial or complete inundation of normally dry land areas as a result of:
 - a. the overflow of inland or tidal waters; or
 - b. the unusual and rapid accumulation or runoff of surface waters.

"Flood" does not mean:

- a. water which backs up through sewers or drains;
 - b. water below the surface of the ground; or
 - c. release of water impounded by a dam.
5. "Loss" means accidental loss or damage.
 6. "Media" means materials on which "data" are recorded.

**ELECTRONIC DATA PROCESSING SYSTEMS
SECTION II - DATA, MEDIA, PROGRAMS**

A. COVERAGE

We will pay for "loss" to covered property from any of the covered causes of "loss."

1. COVERED PROPERTY, as used in Section II, means:

- a. "data," "media," (including unused media) or "computer programs," as defined in paragraph F. DEFINITIONS, which is:

- (1) owned by you;
- (2) leased or rented to you; or
- (3) under your control;

all as described in Section II of the Declarations.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Any "data" or "media" which cannot be replaced with others of like kind or quality.

This does not apply to any items that are insured for a stated amount per article.

- b. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents except as they may be converted to data processing media form, and then only in that form.
- c. Property while waterborne, unless on transporting vehicles aboard any regular ferry operating in inland waterways.

3. COVERED CAUSES OF LOSS

Covered causes of "loss" means risks of direct physical "loss" to Covered Property except those causes of "loss" listed in the exclusions.

4. EXTENSIONS OF COVERAGE

These extensions of coverage shall not increase the Limit of Insurance.

a. Removal

If the Covered Property becomes in imminent danger of "loss" at a covered location we will pay for "loss" while the property covered is:

- (1) being removed;
- (2) while at a place of safety; and
- (3) while being returned from such place;

provided you give us written notice within (10) days of removal and return.

b. Debris Removal

We will pay for the cost of removal of debris of the Covered Property as a result of "loss" caused by or resulting from a Covered Cause of "Loss."

(1) We shall pay for no more than your actual cost of debris removal, or 10% of the applicable Limit of Insurance, or \$100,000, whichever is least.

(2) In no event will we pay any cost resulting from enforcement of any law or ordinance.

c. Storage of Duplicate Data Elsewhere

We will pay for your "loss" to duplicate or backup data which you store at a separate location.

A separate location is defined as a building located at least 100 feet away from your primary location.

We shall pay no more for "loss" to duplicate or backup data than 10% of the combined "data" and "media" limits at your primary location, or \$100,000, whichever is least.

d. New Location Coverage

You agree:

To report in writing property covered by this policy, which is transferred to a new location, within thirty (30) days from the date of transfer.

The new location must have been acquired by you after the effective date of this policy.

We agree:

(1) To cover this transferred property, pending written notice to us, for no more than 25% of the Limit of Insurance shown in the Declarations at the location from which the transfer is made, or \$250,000, whichever is least.

(2) To cease to cover this property if the new location is not reported to us in writing within the thirty (30) day period.

This coverage applies only to property already covered by this policy at the time of transfer.

e. Transfer between Existing Locations Coverage

You agree:

To report in writing property covered by this policy, which is transferred between existing locations specified in this policy, within thirty (30) days from the date of transfer.

We agree:

(1) To cover this property, pending notice to us, for no more than 25% of the Limit of Insurance shown in the Declarations for the location from which the transfer is made, or \$250,000, whichever is least.

(2) To cease to cover this property if the change in location is not reported to us in writing within the thirty (30) day period.

This coverage applies only to property already covered by this policy at the time of transfer.

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

We will pay for acts of destruction ordered by the governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

b. NUCLEAR HAZARD

Any weapon employing atomic fission or fusion.

Nuclear reaction or radiation, or radioactive contamination from any other cause.

We will pay for direct "loss" caused by resulting fire if the fire would be covered under this coverage form.

c. WAR AND MILITARY ACTION

War, including undeclared or civil war.

Warlike action by a military force, including action taken in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents.

Insurrection, rebellion, revolution, usurped power or action taken by a governmental authority in hindering or defending against any of these.

d. EARTH MOVEMENT

Earthquake, volcanic eruption or effusion, earth sinking, earth rising or shifting, landslide or other earth movement.

We will pay for direct "loss" caused by resulting fire if fire is otherwise covered by this policy.

e. "FLOOD"

We will pay for direct "loss" caused by resulting fire if fire is otherwise covered by this policy.

2. We will not pay for "loss" caused directly or indirectly by any of the following:

a. collapse, subsidence, settling, cracking, shrinkage or expansion of walls, pavement, foundations, floors, roofs or ceilings;

b. wear and tear, mold, rot;

c. hidden or latent defect, or any quality in property that causes it to damage or destroy itself;

d. insects, vermin, rodents;

e. dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, unless resulting from physical damage to the data processing system's air conditioning facilities by a cause of "loss" not excluded by this policy;

- f. delay, loss of market, loss of use, interruption of business, consequential loss of any nature;
- g. any change in electric power supply (such as interruption, brown out, or power surge) if the change originates more than 100 feet away from the premises containing the property;
- h. data processing media failure or breakdown, malfunction of the data processing system;
- i. electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning;
- j. dishonest or criminal acts:
 - (1) by you, or by any of your employees;
 - (2) by anyone authorized to act for you; or
 - (3) by anyone to whom the property is entrusted;all whether alone or in collusion with others and whether during regular work hours or not.

This exclusion does not apply to carriers for hire.

This exclusion does not apply to acts of destruction by your employees. Theft by employees is not covered.

- k. error in machine programming or instructions to machine.
3. We will not pay for a "loss" caused by or resulting from any of the following. If "loss" by a covered cause results, we will pay for that resulting "loss":
- a. Weather conditions. This exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph B.1. above to produce the "loss."
 - b. Acts or decisions, including the failure to act or decide, if any person, group, organization, or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) planning, zoning, development surveying or siting;
 - (2) design, specification, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) materials used in repair, construction, renovation or remodeling; or
 - (4) maintenance.
 - d. Collapse of part or all of any building or structure.

C. LIMITS OF INSURANCE

The most we will pay for a "loss" is the amount specified in Section II of the Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of "loss" exceeds the Deductible amount shown in Section II of the Declarations. We will then pay the amount of "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. VALUATION

The property covered by this section shall be valued as follows:

1. "Data," "media," or "computer programs" for which there is no agreed value specified in the Declarations shall be valued at the actual cost of reproduction provided that the "data" or "computer programs" are replaced or reproduced.

If the property is not replaced or reproduced we shall pay the blank value of "media" on which the "data" or "computer program(s)" were recorded.

On "media," we shall pay the actual cost of repairing or replacing with material of the same kind and quality.

2. The amounts specified in Section 2.D. of the Declarations for each item of "data," "media" or "computer programs" shall be the agreed value for the purposes of this insurance.
3. Unused "media" shall be valued at the actual cost of repairing or replacing the property with material of the same kind or quality.

F. DEFINITIONS

1. "Computer programs" means "data" used to direct computer equipment including diagrams or other records which can be used to reproduce programs.
2. "Data" means facts, concepts or instructions, including computer programs, which are converted to a form usable in your data processing operations.
3. "Flood" means a temporary condition of partial or complete inundation of normally dry land areas as a result of:
 - a. the overflow of inland or tidal waters; or
 - b. the unusual and rapid accumulation or runoff of surface waters.

"Flood" does not mean

- a. water which backs up through sewers or drains;
 - b. water below the surface of the ground; or
 - c. release of water impounded by a dam.
4. "Loss" means accidental loss or damage.
 5. "Media" means materials on which "data" are recorded.

ELECTRONIC DATA PROCESSING SYSTEMS
SECTION III — EXTRA EXPENSE

A. COVERAGE

1. We will pay the necessary "extra expense" you incur in order to continue as nearly as practicable the "normal" operation of your business following damage to the property covered under Sections I and II of this policy.
2. We also insure under this section the actual "loss" sustained by you during the "period of restoration," when, as a direct result of a Covered Cause of "Loss":
 - a. the premises in which the property is located is so damaged as to prevent access to it; or
 - b. the air conditioning system or electrical system necessary for the operation of your data processing equipment is so damaged as to reduce or suspend your ability to perform the operations normally performed by the data processing equipment.
 - c. access to your premises where the insured property is located is specifically prohibited by order of civil authority. This coverage shall not exceed two consecutive weeks.

B. EXCLUSIONS

We will not pay for any "extra expense" unless "loss" was caused by or resulted from a Covered Cause of "Loss" under Section I or Section II of this policy.

We will not pay for any "loss" unless it occurs during the policy term.

C. MEASURE OF RECOVERY

1. We shall pay up to the amount specified in the Declarations for the necessary "extra expense" that is incurred for the "period of restoration."

The "period of restoration" starts with the date of "loss" and is not limited by the expiration of this policy.

2. The most we will pay for a "loss" is the amount stated in the Declarations.

D. RESUMPTION OF OPERATIONS

You must resume "normal" operations of your business as soon as practicable after "loss." Coverage under this section shall then cease.

E. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of "Loss" exceeds the Deductible amount shown in Section III of the Declarations. We will then pay the amount of "loss" in excess of the Deductible, up to any applicable Limit of Insurance.

F. COVERAGE TERRITORY

The coverage territory is:

1. The United States of America (including its territories and possessions);
2. Puerto Rico; and
3. Canada.

G. DEFINITIONS

1. "Loss" means accidental loss or damage.
2. "Extra expense" means the excess (if any) of the total cost incurred during the "period of restoration" chargeable to the operations of your business over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage occurred.

The cost in each case includes the expense of using other property or facilities of other concerns or other necessary emergency expenses.

In no event shall we pay for loss of profits or earnings resulting from a reduced volume of business.

In no event shall we pay for direct or indirect "loss" to property covered under Sections I or II.

We shall not pay for the purchase, construction, repair or replacement of any physical property unless incurred for the purpose of reducing a covered "loss" under this Section III, and then any payment shall not exceed the amount by which the "loss" is reduced.

Any salvage value of property obtained for temporary use during the "period of restoration" which remains after the resumption of normal operations shall be taken into consideration in the adjustment of any "loss" hereunder.

3. "Normal" means the condition that would have existed had no "loss" occurred.
4. "Period of restoration" means the length of time:
 - a. starting with the date of "loss"; and
 - b. not limited by the date of expiration of this coverage;

required with due diligence and dispatch to repair, rebuild or replace the part of the property covered by this policy that has been damaged or destroyed.

ELECTRONIC DATA PROCESSING SYSTEMS SECTION IV — LOSS OF BUSINESS INCOME

A. COVERAGE

1. We will pay for the actual loss of “business income” you sustain due to the necessary suspension of your operations during the “period of restoration”. The suspension must be caused by direct physical “loss” to covered property insured under Section I and Section II caused by or resulting from any Covered Cause of “Loss”.

2. Additional Coverages

a. Extra Expense

We will pay any “extra expense” to avoid or minimize the suspension of business if you cannot continue operations; and to continue operations to the extent it reduces the amount of loss that otherwise would have been payable under this coverage form.

b. Civil Authority

We will pay for the actual loss of “business income” and necessary “extra expense” caused by action of civil authority that prohibits access to your covered property due to direct physical “loss” to property other than your covered property caused by or resulting from any Covered Cause of “Loss”. This coverage will apply for a period of up to two consecutive weeks from the date of that action.

c. Support Systems

We will also pay for the actual loss of “business income” you sustain due to the necessary suspension of operations during the “period of restoration” when as a direct result of Covered Cause of “Loss” the air conditioning system or electrical system necessary for the operation of your data processing system is so damaged as to reduce or suspend your ability to perform the operations normally performed by that data processing system.

These Additional Coverages will not increase the Limit of Insurance for Business Income.

B. EXCLUSIONS

1. We will not pay for any loss of “business income” unless the loss was caused by a Covered Cause of “Loss” under Section I or Section II of this policy;

2. We will not pay for any loss unless it begins during the coverage period.

3. We will not pay for loss which is the result of or increased by:

a. the application of any law or ordinance regulating the construction or repair of buildings or structures;

b. the suspension, lapse or cancellation of any lease, contract or order;

c. interference by strikers or other persons with rebuilding, repairing or replacing property or with the resumption or continuation of business;

d. any other consequential or indirect “loss”; or

e. the purchase, construction, repair or replacement of any physical property unless incurred for the purpose of reducing a covered loss under this Coverage Form, and then only to the extent provided for in the Extra Expense Additional Coverage above.

4. We will not pay under this section for direct or indirect physical loss to any property covered under Section I or Section II.

C. MEASURE OF RECOVERY

The amount of Business Income loss will be determined based on:

1. the net income of the business before the direct physical "loss" occurred;
2. the likely net income of the business if no "loss" occurred;
3. the operating expenses, including payroll expenses, necessary to resume operations with the same quality of service that existed just before the direct physical "loss"; and
4. other relevant sources of information including:
 - a. your financial records and accounting procedures;
 - b. bills, invoices and other vouchers; and
 - c. deeds, liens or contracts.
5. The most we will pay for loss of "business income" is the amount stated in the Declarations for Business Income.

Any salvage value of property obtained for temporary use during the "period of restoration" which remains after the resumption of "normal" operations shall be taken into consideration in the adjustment of any loss hereunder.

D. COINSURANCE

We will pay only the percentage of the "business income" loss that the Limit of Insurance for Business Income in the Declarations bears to:

1. the coinsurance percentage shown for Business Income in the Declarations, times:
2. the sum of:
 - a. the net income; and
 - b. all operating expenses including payroll expenses;that would have been earned (had no loss occurred) by your operations for the 12 months following the inception or last previous anniversary date of this policy (whichever is later).

This condition will not apply to the Extra Expense Additional Coverage.

E. COVERAGE TERRITORY

The coverage territory is:

1. The United States of America (including its territories and possessions);
2. Puerto Rico; and
3. Canada.

F. DEDUCTIBLE

The deductible shall be an amount equal to the "business income" that would have been earned commencing with the time of loss and ending with the expiration of the waiting period stated in the Deductible clause in the Declarations.

G. DEFINITIONS

1. "Business income" means:
 - a. net income (net Profit or Loss before income taxes) that would have been earned or incurred; and
 - b. continuing normal operating expenses, including payroll incurred.
2. "Extra expense" means the necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical "loss" to covered property caused by or resulting from any Covered Cause of "Loss".
3. "Loss" means accidental loss or damage.
4. "Normal" means the conditions that would have existed had no loss occurred.
5. "Period of restoration" is the period starting with the date of direct physical "loss" to covered property caused by or resulting from any Covered Cause of "Loss" and ending with the date when the covered property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of any law that regulates the construction, use or repair or requires the tearing down of any property.

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

ELECTRONIC DATA PROCESSING SYSTEMS SECTION V - EXTENSIONS OF COVERAGES

If shown in Section V of the Data Processing Systems Declarations, coverage is extended as provided below.

A. COMBINED DEDUCTIBLE

The individual deductible amounts in any of the following coverages are deleted:

Section I — Data Processing Systems Equipment

Section II — Media, Data, Computer Programs

Section III — Extra Expense Coverage

Section IV — Loss of Business Income Coverage

And the following is substituted:

We will not pay for "loss" in any one occurrence until the amount of "loss" for all sections exceeds the Deductible Amount shown in Section V.A. of the Declarations. We will then pay the amount of "loss" in excess of the deductible, up to the applicable Limit of Insurance.

B. BREAKDOWN COVERAGE

If an X is placed in the appropriate box in Section V.B. of the Declarations we will pay for direct physical "loss" to covered property caused by:

1. mechanical failure, faulty construction or error in design of the equipment insured;
2. short circuit, blowout of other electrical disturbance, other than lightning, within electrical apparatus;
3. data processing media failure or breakdown or malfunction of the data processing system equipment and component parts when the media is being run through the system.

Premium

The premium for Breakdown Coverage is as stated in Section V.B. of the Declarations.

Limits Of Insurance

1. The Limit of Insurance shown in Section V.B. of the Declarations is the most we will pay for a Breakdown "loss".
2. The following is added to the LIMITS OF INSURANCE provision contained in the applicable Coverage Form:

Payments under the Breakdown Coverage Extension will not increase the applicable Limit of Insurance.

Deductible

We will not pay for "loss" in any one occurrence until the amount of "loss" exceeds the Deductible amount shown in Section V.B. of the Declarations. We will then pay the amount of "loss" in excess of the deductible, up to the Limit of Insurance for Breakdown coverage.

C. EARTHQUAKE COVERAGE

If an X is placed in the appropriate box in Section V.C. of the Declarations we will pay for direct physical "loss" to covered property caused by:

1. earthquake;
2. volcanic eruption, explosion or effusion;
3. earth sinking, earth rising or shifting;
4. landslide or other earth movement.

When the word "earthquake" appears in this extension of coverage it shall include all of the above.

This extension of coverage does not extend this policy to cover any other Cause of "Loss" which contributes concurrently or in any sequence to the "earthquake" "loss".

Premium

The premium for Earthquake Coverage is as stated in Section V.C. of the Declarations.

Limits Of Insurance

1. The Limit of Insurance shown in Section V.C.1. of the Declarations as Any One Earthquake is the most we will pay for "loss" in any one "earthquake".
2. The Limit of Insurance shown in Section V.C.2. of the Declarations as Annual Aggregate is the most we will pay for all claims for "earthquake" "loss" which occur during the policy period. If the policy period shown in the Declarations is for a term of more than one year, we will apply the Annual Aggregate Limit separately to each consecutive year of the policy period.
3. The following is added to the LIMITS OF INSURANCE provision contained in the applicable Coverage Form:

Payments under the Earthquake Coverage Extension will not increase the applicable Limit of Insurance.

Deductible

We will not pay for an "Earthquake" "loss" in any one occurrence until the amount of "loss" exceeds the Deductible amount shown in Section V.C. of the Declarations. We will then pay the amount of the "loss" in excess of the deductible, up to the Limit of Insurance for "earthquake".

D. FLOOD COVERAGE

If an X is placed in the appropriate box in Section V.D. of the Declarations we will pay for direct physical "loss" to Covered Property caused by:

1. the overflow of inland or tidal waters;
2. the unusual and rapid accumulation or runoff of surface waters.

"Flood" does not mean:

1. water which backs up through sewers or drains;
2. water below the surface of the ground; or

3. release of water impounded by a dam.

This extension of coverage does not extend this policy to cover any other Cause of "Loss" which contributes concurrently or in any sequence to the "flood" "loss".

Premium

The premium for Flood Coverage is as stated in Section V.D. of the Declarations.

Limits Of Insurance

1. The Limit of Insurance shown in Section V.D.1. of the Declarations as Any One Flood is the most we will pay for "loss" in any one "flood".
2. The Limit of Insurance shown in Section V.D.2. of the Declarations as Annual Aggregate is the most we will pay for all claims for "flood" "loss" which occur during the policy period. If the policy period shown in the Declarations is for a term of more than one year, we will apply the Annual Aggregate Limit separately to each consecutive year of the policy period.
3. The following is added to the LIMITS OF INSURANCE provision contained in the applicable Coverage Form:

Payments under the Flood Coverage Extension will not increase the applicable Limit of Insurance.

Deductible

We will not pay for a "flood" "loss" in any one occurrence until the amount of "loss" exceeds the Deductible amount shown in Section V.D. of the Declarations. We will then pay the amount of the "loss" in excess of the deductible, up to the Limit of Insurance for "flood".



ARCH INSURANCE COMPANY
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**ELECTRONIC DATA PROCESSING SYSTEMS SUPPLEMENTAL
DECLARATIONS**

These Supplemental Declarations form a part of policy number _____

NAMED INSURED:

PREMIUM

The Premium for Electronic Data Processing Systems Coverage is \$ _____

Electronic Data Processing Systems Coverage

No coverage is afforded for any Section unless specific Limits of Insurance are provided for that Section.

SECTION I - Equipment Coverage - (per schedule attached to this policy)

- A On your property in the amount of:
 - 1. \$ _____ located at _____
 - 2. \$ _____ located at _____
- B On property leased, rented or under your control in the amount of:
 - 1. \$ _____ located at _____
 - 2. \$ _____ located at _____
- C Valuation
 - 1. Actual Cash Value with _____ % coinsurance.
 - 2. Replacement cost with 100% coinsurance.
- D While in transit and temporarily at other Premises \$ _____

DEDUCTIBLE

The Deductible amount for Section I is \$ _____

SECTION II - Data, Media, Computer Programs

- A On your property consisting of "Data", "Media" and "Computer Programs" located at:

LOCATION	DATA	MEDIA	UNUSED MEDIA	TOTAL
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
- B While in transit and temporarily at other Premises \$ _____
- C Articles which cannot be replaced must be insured for a specific amount.

D. **Flood**
Premium - The Premium for Flood coverage is \$ _____
Limits of Insurance - 1. _____ Any One Flood
2. _____ Annual Aggregate
Deductible - The Deductible amount for Flood is \$ _____

FORMS AND ENDORSEMENTS

Forms and endorsements applying to this Coverage Part and made a part of this policy at time of issue:

THESE SUPPLEMENTAL DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, THE INLAND MARINE CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.

EXCESS INSURANCE COVERAGE FORM

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to all the terms of the policy, the Company named in the Declarations agrees with the Insured, also named in the Declarations, to provide coverage as follows:

INSURING AGREEMENT

To indemnify the Insured for that amount of loss which exceeds the amount of loss payable by underlying policies described in the Declarations, but the Company's obligation hereunder shall not exceed the Limit of Liability stated in Section I (C) of the Declarations. The amount the Company will pay for loss is limited as described in C. Loss Payable below.

CONDITIONS

- A. Application of Underlying Insurance.** Except as otherwise stated herein, and except with respect to (1) any obligation to investigate or defend any claim or suit, or (2) any obligation to renew, the insurance afforded by this policy shall apply exactly as the underlying insurance described in Section II of the Declarations.
- B. Maintenance of Underlying Insurance.** It is warranted by the Insured that the underlying policy or policies listed in Section II of the Declarations, or renewals or replacements thereof not more restrictive in coverage or limits of liability, shall be maintained in force during the currency of this policy, except for any reduction of the aggregate limit(s) contained therein solely by payment of claims in respect of occurrences to which this policy applies. In the event of failure by the Insured to so maintain such policy or policies in force or to meet all conditions and warranties subsequent to loss under such policy(ies), the insurance afforded by this policy shall apply exactly as it would have applied had such policies been so maintained in force. Notice of exhaustion of underlying insurance shall be given the Company within thirty (30) days of such exhaustion.
- C. Loss Payable.**
- (a) The Limit of Liability shown in Section I (C) of the Declarations and the rules below fix the most the Company will pay regardless of the number of:
 - (1) Insured's;
 - (2) Claims made or suits brought or number of vehicles involved; or
 - (3) Persons or organizations making claims or bringing suits.
 - (b) The Annual Aggregate Limit is the most the Company will pay for the sum of all loss payable under this policy. However, the Annual Aggregate Limit does not apply to those coverages included under Section II – Underlying Insurance to which no underlying aggregate limit applies.
 - (c) Subject to the Annual Aggregate Limit, described in paragraph (b) above, the Any One Occurrence Limit is the most the Company will pay for the sum of all loss arising out of any one occurrence.
 - (d) The Annual Aggregate Limit, as described in paragraph (b) above, applies 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 Liability.

(e) Liability of the Company with respect to any one occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, has paid the amount of underlying insurance stated in Section II of the Declarations.

(f) The Insured shall make a definite claim for any loss for which the Company may be liable under this policy within twelve (12) months after the Insured shall have paid an amount of loss in excess of the amount borne by the Insured or the Insured's underlying Insurer(s) or after the Insured's liability shall have been made certain either by final judgement against the Insured after actual trial or by written agreement of the Insured, the claimant, and the Company. Any subsequent payments made by the Insured on account of the same occurrence shall be payable by the Company within thirty (30) days after additional claim is made by the Insured, and after the Insured has shown proof in conformity with this policy.

D. Premium Computation. The premium for this policy shall be based upon the rating basis set forth in the Declarations and shall be computed by applying the rate set forth in the Declarations to each unit of exposure generated by the Insured during the Policy Period. Upon expiration of this policy or its termination during the Policy Period, the earned premium shall be computed as thus defined. If the computed earned premium is more than the advance premium paid, the Insured shall immediately pay the excess to the Company; if less, the Company shall return the difference to the Insured; but the Company shall receive and retain the annual minimum premium for each twelve (12) months of the Policy Period.

E. Assistance and Cooperation. The Company shall not be called upon to assume charge of the settlement or defense of any claim made or proceeding instituted against the Insured; but the Company shall have the rights and opportunity to associate with the Insured in the defense and control of any claim or proceeding reasonably likely to involve the Company. In such event the Insured and the Company shall cooperate fully.

F. Expenses. Expenses incurred with the consent of the Company in the investigation or defense of claims, including court costs and interest, shall be borne by the Company in the proportion that the Company's share of loss bears to the total amount of such loss. Salaries and expenses of the Insured's or the Company's employees or officials shall not be considered as part of the above expenses. Expenses thus paid by the Company shall be paid in addition to the Limit of Liability stated in Section I (C) of the Declarations.

Notwithstanding the foregoing, no further expenses shall be paid by the Company after the Limit of Liability as stated in Section I (C) of the Declarations have been exhausted by payment of losses.

G. Notice of Occurrence. Upon the happening of an occurrence reasonably likely to involve the Company hereunder, written notice shall be given as soon as practicable to the Company or any of its authorized agents. Such notice shall contain particulars sufficient to identify the Insured and the fullest information obtainable at the time. The Insured shall give like notice of any claim made on account of such occurrence.

If legal proceedings are begun, the Insured, when requested by the Company, shall forward to it each and every demand, notice, summons, or other process, or a copy thereof, received by the Insured or the Insured's representatives, together with copies of reports or investigations made by the Insured with respect to such claim proceedings.

H. Appeals. In the event the Insured or the Insured's underlying insurer elects not to appeal a judgement which exceeds the underlying insurance, the Company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the Company for excess loss exceed the amount set forth in Section I (C) of the Declarations.

I. Subrogation. In the event of payment under this policy, the Company will participate with the Insured in the exercise of all the Insured's rights of recovery against any person or organization liable therefor. Recoveries shall be applied first to reimburse any interest (including the Insured) that may have paid any

amount, with respect to liability in excess of the limit of the Company's liability hereunder, then to reimburse the Company up to the amount paid hereunder, and lastly to reimburse such interests (including the Insured), to whom this insurance is excess as are entitled to claim the residue, if any. Such expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

- J. Cancellation.** This policy may be cancelled by the Insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured at the address shown in this policy written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

Premium adjustment shall be made by the Company either at the time cancellation is effected or as soon as practicable thereafter. The check of the Company or its representative, mailed or delivered, shall be sufficient tender of any refund due to the Insured. If this policy insures more than one Insured, cancellation may be effected by the first of such Insureds for the account of all Insureds; and notice of cancellation by the Company to such first Insured shall be notice to all Insureds. Payment of any unearned premium to such first Insured shall be for the account of all interests therein.

- K. Other Insurance.** If other valid and collectible insurance is available to the Insured which covers a loss also covered by this policy, other than insurance that is specifically purchased as being in excess of this policy, this policy shall operate in excess of, and not contribute with, such other insurance.

- L. Bankruptcy or Insolvency of Underlying Insurer.** The insolvency, bankruptcy, receivership, or any refusal or inability to pay of the Insured and/or any insurer shall not operate to:

- (a) Deplete or reduce the underlying insurance described in Section II of the Declarations;
- (b) Increase the Company's liability under this policy;
- (c) Increase the Company's share of liability under this policy.

In no event shall the Company assume responsibility and/or obligations of the Insured and/or any insurer and/or any other Company.

SECTION II - UNDERLYING INSURANCE

Employers' Liability

Underlying Carrier: _____

Policy Number: _____

Policy Period: _____

Underlying Limits:

Bodily Injury by Accident	\$ _____	Each Accident
Bodily Injury by Disease	\$ _____	Each Employee
Bodily Injury by Disease	\$ _____	Policy Limit
	or	
	\$ _____	Each Accident/Occurrence

Commercial General Liability

Occurrence

Claims-Made

Underlying Carrier: _____

Policy Number: _____

Policy Period: _____

Underlying Limits:

General Aggregate	\$ _____
Products-Completed Operations Aggregate	\$ _____
Personal And Advertising Injury	\$ _____
Each Occurrence	\$ _____

Commercial Auto Liability

Underlying Carrier: _____

Policy Number: _____

Policy Period: _____

Underlying Limits:

Garage Aggregate Limit For Other Than Autos (if applicable)	\$ _____
Each Accident	\$ _____

Other Coverages

Occurrence

Claims-Made

Coverage: _____

Policy Number: _____

Policy Period: _____

Underlying Limits:

_____	\$ _____
_____	\$ _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRE LEGAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE COVERAGE FORM

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

This policy does not apply to "property damage" which the Insured becomes legally obligated for resulting from fire to premises while rented to you or temporarily occupied by you with permission of the owner.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORESTERS SPECIAL LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

NAMED INSURED:

POLICY NUMBER:

EFFECTIVE DATE:

It is hereby agreed and understood that the following additional coverage is added to this policy, subject to the special Limits of Insurance stated in Item B below. Coverage provided under this endorsement applies only to the duties and/or actions of the Named Insured arising from the business or operations as a Professional Forester.

A. Additional Coverages and Restrictions:

1. **Fire Damage Liability-** Exclusion (2)(j) of Coverage A (Section 1) is amended to include the following:

Paragraph (5) of this exclusion does not apply to fire damage to property outside the prescribed or controlled burn area.

2. **Pesticide or Herbicide Applicator-** Paragraph (1)(d) of Exclusion (f) of

Coverage A (Section 1) does not apply to the application of pesticides or herbicides if such application is performed by the Named Insured, as defined in Section II- Who Is An Insured, in accordance with all standards and requirements of all statutes, ordinances, regulations or licenses, whether state, federal, local or otherwise which apply to such pesticide or herbicide applications.

3. **Smoke Damage Liability-** Subparagraph (1)(d)(iii) of Exclusion (f) Pollution of Coverage A (Section 1) are amended to read as follows for the purposes of the coverage provided by this endorsement only:

“Bodily Injury” or “Property Damage” arising out of heat, smoke or fumes from a “hostile fire”, or from a fire that is intentionally set by a consulting forester, pursuant to a contract, for the sole purpose of a controlled burn.

4. **Limited Testing or Consulting Errors and Omissions-** We will pay those sums which the Insured shall become legally obligated to pay as damages by reason of any negligent act, error, omission, defect or deficiency in any test performed, or an evaluation, consultation or advice given, by an Insured as defined in Section II- Who is An Insured, while acting within the scope of their duties in the conduct of the Named Insured’s business, or operations as a Professional Forester.

However, this Additional Coverage does not apply to any claims or suits against the Named Insured which seeks damages for any negligent act, error, or omission, committed or allegedly to have been committed in monetary valuations of land or timber, timberlands or tracts of timber whether or not marketable, or saleable, or in real estate transactions, appraisals or purchasing of forest land, computer programming for forest applications, environmental impact studies, economic studies used to estimate timber volumes, or tax counseling for forestry situations; nor does this Additional Coverage 4 apply to claims or suits seeking damages for “personal injury” or “advertising injury.”

B. Limits of Insurance:

Coverage A 1., 2., 3. and 4. above, are subject to the following Limits of Insurance which replace the Limits stated in the Policy Declarations or as stated elsewhere in this policy:

\$ Each Occurrence Limit

\$ Annual Aggregate Limit

If this coverage part and corresponding limit of insurance applies to the same "occurrence", claim or loss as the coverage and limits stated in the Policy Declarations or as stated elsewhere in this policy, the maximum Limit of Liability under all coverage forms and all coverage parts shall not exceed the Each Occurrence Limit of Liability shown under Section B. above, subject to the Annual Aggregate Limit shown therein, which is the most the Company will pay for the policy period shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE COVERAGE FORM

This insurance does not apply to:

FUNGI OR BACTERIA

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. "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.
- c. 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.

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
HIRED AUTO AND NON-OWNEDAUTO LIABILITY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown:

Coverage	Limit of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-Owned Auto Liability Insurance	\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Hired Auto Liability

The insurance provided under **Coverage A – Bodily Injury and Property Damage Liability (Section I – Coverages)** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

B. Non - Owned Auto Liability

The insurance provided under **Coverage A – Bodily Injury and Property Damage Liability (Section I – Coverages)** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "non-owned auto" by any person in the course of your business.

C. Changes in Exclusions

With respect to the insurance provided by this endorsement:

1. Subparagraphs **b., c., e., g., h., j., k., l., m.** and **n.** of Paragraph **2., Exclusions of Coverage A - Bodily Injury and Property Damage Liability (Section I – Coverages)** do not apply.
2. The following exclusions are added to Paragraph **2., Exclusions of Coverage A - Bodily Injury and Property Damage Liability (Section I – Coverages)**:

This insurance does not apply to:

- a. "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.
- b. "Bodily injury" to:

- (1) An “employee” of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured’s business; or
- (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an “insured contract”; or
 - (2) “Bodily injury” to domestic “employees” not entitled to workers’ compensation benefits.
- c. “Property damage” to:
- (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

D. Who Is An Insured

For the purposes of this endorsement only, **Section II – Who Is An Insured** is replaced by the following:

1. Each of the following is an insured under this insurance to the extent set forth below:
 - a. You.
 - b. Any other person using a “hired auto” with your permission.
 - c. With respect to a “non-owned” auto, any partner or “executive officer” of yours, but only while such “non-owned auto” is being used in your business.
 - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under Paragraphs **a.**, **b.** or **c.** above.
2. None of the following is an insured:
 - a. Any person engaged in the business of his or her employer with respect to “bodily injury” to any co-employee of such person injured in the course of their employment;
 - b. Any partner or “executive officer” with respect to any “auto” owned by such partner or officer or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in performing duties related to the conduct of and “auto business”, other than an “auto business” you operate.
 - d. The owner or lessee (of whom you are a sublessee) of a “hired auto” or the owner of a “non-owned auto” or any agent or “employee” of any such owner or lessee;

- e. Any person or organization 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.

E. Limits of Insurance

For the purposes of this endorsement only, **Section III – Limits of Insurance** is replaced by the following:

Section III – Limits of Insurance

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable limit shown in the Schedule of this endorsement or in the Declarations.

F. Change In Conditions

For the purposes of this endorsement only, Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is replaced by the following:

4. Other Insurance

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

G. Additional Definitions

For the purposes of this endorsement only, the following definitions are added to **Section V – Definitions**:

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

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — HUNTING AND FISHING GUIDES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II—Who Is an Insured: is amended to include as an additional insured Hunting & Fishing Guides, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by acts or omissions while in the employment of you and arising out of your operations as described in the policy. Hunting and Fishing Guides are individuals who take other people on hunting, fishing, or other outdoor expeditions.

Section IV- Commercial General Liability Conditions:

4. Other Insurance,

b. Excess Insurance,

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

Is amended to include the following:

(e) Available to the Hunting & Fishing guide who is an additional insured under the terms of this endorsement.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:



ARCH INSURANCE COMPANY
(A Missouri Corporation)

Home Office Address:
3100 Broadway, Suite 511
Kansas City, MO 64111

Administrative Address:
One Liberty Plaza, 53rd Floor
New York, NY 10006
Tel: (800) 817-3252

INLAND MARINE SUPPLEMENTAL DECLARATIONS

These Supplemental Declarations form a part of policy number _____

LIMITS OF INSURANCE		
I. COVERED PROPERTY		
a. Contractors Equipment		
1. Schedule of Property (See A.1. of the Contractors Equipment Coverage Form)		
DESCRIPTION OF PROPERTY		
Item No.	(Year, Name of Manufacturer, Type, Model, Serial Number)	Limit of Insurance
		Total Contractors Equipment: \$
2. Blanket Miscellaneous Tools and Equipment		\$
No single item to exceed	\$	in value.
b. Fine Arts		
DESCRIPTION OF PROPERTY		
Item No.	(Type of Fine Art)	Limit of Insurance
		Total Fine Arts: \$
c. Signs and/or Other		
DESCRIPTION OF PROPERTY		
Item No.	(Type of Sign and/or Other)	Limit of Insurance
		Total Signs and/or Other: \$
Limit of Insurance for All Covered Property		\$

II. AMENDMENT TO COVERAGE EXTENSIONS	
(Applicable only for those Coverage Extensions where an increased limit of insurance is shown below)	
a. Additionally Acquired Equipment, 25% of the Total Scheduled Property or \$100,000, whichever is less, for any one item. (See section A.4.a. of the Contractors Equipment Coverage Form)	Increased to \$ _____
b. Rental Expense Reimbursement, \$2,500 of rental expenses in any one policy period. (See section A.4.b. of the Contractors Equipment Coverage Form)	Increased to \$ _____
c. Debris Removal Expense, 10% of the amount we pay for the direct physical "loss" to Covered Property, or \$5,000 for the sum of all debris removal expense occurring during each separate 12 month period of the policy, whichever is less. (See section A.4.d. of the Contractors Equipment Coverage Form)	Increased to \$ _____
DEDUCTIBLE	\$ _____
RATE	\$ _____
PREMIUM	\$ _____
LOSS PAYABLE TO YOU AND AS THEIR INTERESTS MAY APPEAR	
FORMS AND ENDORSEMENTS	
Forms and endorsements applying to this Coverage Part and made a part of this policy at time of issue:	

THESE SUPPLEMENTAL DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, THE INLAND MARINE CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMIT OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby agreed that:

If this Coverage Form or policy and any other Coverage Form or policy issued to you by us, or any company affiliated with us, apply to the same claim of loss, the aggregate maximum Limit of Liability under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Liability under any one Coverage Form or policy. This Endorsement does not apply to any Coverage Form or policy, issued by us or an affiliated company, which specifically applies as excess insurance over this Coverage Form or policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO DESIGNATED
ACTIVITIES AT THE DESCRIBED PREMISES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Activities:
Described Premises:

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

Activities Listed in the Above Schedule Which Occur at the Described Premises.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARGIN CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE

In the event of loss or damage to Covered Property, we will not pay more than 125% of the value shown for that Covered Property in the Statement of Values.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Deleted: ¶

PERSONAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Coverage A – Bodily Injury And Property Damage Liability** is extended to apply to liability arising out of the insured's personal or non-business activities.

Only with respect to coverage provided under this endorsement, Section I, Coverage A, Paragraph 2. **Exclusions**, is replaced by the following:

2. Exclusions

This insurance does not apply to:

- a.** "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

- b.** "Bodily injury" or "property damage" arising out of:

- (1)** Any insured's business pursuits.

This Exclusion, **b.(1)**, does not apply to an insured minor involved in self employed business pursuits that are occasional or part-time and customarily undertaken on that basis by minors.

A minor, as used in this exception, means a person who has not attained his or her:

- (a)** 18th birthday; or

- (b)** 21st birthday if a full-time student. But in the event of "property damage" to which this exception may apply, the person who sustains the "property damage" must be someone other than an insured.

- (2)** The rental or holding for rental by an insured of any part of premises that are not residences; or

- (3)** The rental or holding for rental of any residence owned by an insured.

The only exceptions to this exclusion are in cases of occupancy or intended occupancy:

- (a)** By persons using the residence exclusively as living quarters on an occasional basis;

- (b)** Of a part of the residence as living quarters by no more than 2 roomers or boarders; or

- (c)** Of a part of the residence as an office, school, studio, or private garage.

- (4)** The rendering of, or failure to render, professional services; or

- (5)** Any premises that is not an "insured location", but is owned, rented or controlled by

an insured.

The only exceptions to this exclusion are in "occurrences" of "bodily injury" to a "residence employee" arising out of and in the course of his or her employment by the insured.

c. Pollution

- (1) "Bodily injury" and "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;
 - (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 any insured or 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:
 - (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (ii) 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.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense:
- (a) Arising out of any request, demand or order 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) Arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of pollutants.

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.

d. "Bodily injury" or "property damage" for which an insured is obligated to pay:

- (1) His or her share of any loss assessment charged against all members of an association, corporation or community of property owners; or

(2) Damages under any contract or agreement.

This exclusion does not apply to written contracts:

- (a)** That directly relate to the ownership, maintenance or use of an "insured location"; or
- (b)** Under which the liability of others is assumed by the insured prior to an "occurrence";

provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract.

- e.** Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- f.** "Bodily injury" to the spouse, child, parent, brother or sister of an employee as a consequence of "bodily injury" to that employee;
- g.** "Bodily injury" or "property damage" arising out of:
 - (1)** Ownership of any motor vehicle or any other motorized land conveyance, including trailers, by any insured; or
 - (2)** Maintenance, use, operation or "loading or unloading" of any motor vehicle or any other motorized land conveyance, including trailers, by any insured or any other person.

The only exceptions to this exclusion are in "occurrences" involving:

- (a)** Trailers. But this exception requires that the trailer must not be towed by or carried on a motorized land conveyance.
- (b)** Motorized land conveyances designed for recreational use off public roads and not subject to motor vehicle registration. If the insured owns the conveyance, this exception requires that the "occurrence" must take place on an "insured location".
- (c)** A motorized golf cart when used to play golf on a golf course.
- (d)** A motorized land conveyance not subject to motor vehicle registration and:
 - (i)** Used to service an insured's residence;
 - (ii)** Kept in dead storage at the "insured location"; or
 - (iii)** Used exclusively as a device for assisting the handicapped.

- h.** "Bodily injury" or "property damage" arising out of:
 - (1)** Ownership by any insured of an excluded watercraft described below; or
 - (2)** Maintenance, use, operation or "loading or unloading", by any insured or any other person, of an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power, jetskiis, waverunners, other similar personal watercraft or electric motor or are sailing vessels, whether owned by or rented to an insured.

This exclusion does not apply to watercraft that are stored and take place on the "insured location".

i. "Bodily injury" or "property damage" arising out of:

- (1) Ownership of any aircraft by any insured; or
- (2) Maintenance, use, operation or "loading or unloading" of any aircraft by any insured or any other person.

This Exclusion, i., does not apply to model or hobby aircraft unless used or designed to carry an operator(s), any other person(s), or cargo.

j. "Property damage" to property:

- (1) Owned by an insured; or
- (2) Rented to, occupied or used by, or in the care of an insured.

The only exceptions to this exclusion are in the case of the insured's legal obligation to pay damages because of an "occurrence" of "property damage" caused by fire, smoke or explosion.

k. "Bodily injury" to you or to any insured within the meaning of insured as defined in Paragraph E., below.

This Exclusion, k., also applies to any claim made or "suit" brought against you or any insured:

- (1) To repay; or
- (2) Share damages with;

another person who may be obligated to pay damages because of such "bodily injury".

l. "Bodily injury" or "property damage" arising out of the use of any self-propelled land vehicle or "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, strength or demolition contest or in any stunting activity.

m. "Bodily injury" or "property damage" arising out of:

- (1) The use of any animal in, or while in practice or preparation for, a prearranged racing, speed or strength contest, or prearranged stunting activity. But this Exclusion m.(1) applies only to "occurrences", arising out of such contests or activities, that take place at the site designated for the contest or activity; or
- (2) The use of any animal, with or without an accessory vehicle, for providing rides to any person for a fee or for providing rides in connection with or during a fair, charitable function or similar type of event.

n. "Bodily injury" or "property damage" arising out of the transmission of a communicable disease by an insured.

o. "Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

p. "Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery,

transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

- B.** Those provisions of Coverage **B** – Personal And Advertising Injury Liability which apply to damages the insured is obligated to pay because of

"personal injury" are extended to apply to liability arising out of the insured's personal or non-business activities.

With respect to coverage provided by this endorsement, Section **I**, Coverage **B** is replaced by the following:

COVERAGE B – PERSONAL INJURY LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal 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 injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
- (2)** Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**,

Items 1. through 7.

- b.** This insurance applies to "personal injury" only if caused by an offense:

- (1)** Committed during the policy period; and
- (2)** Arising out of the conduct of your personal or non-business activities, excluding advertising, publishing, broadcasting or telecasting done by or for you.

2. Exclusions

This insurance does not apply to:

- a.** "Personal injury":

- (1)** For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to any indemnity obligation the insured has assumed under a written contract directly relating to the ownership, maintenance or use of the "insured location", provided the "personal injury" occurs subsequent to the execution of the contract;
- (2)** Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;

- (3) Arising out of the business pursuits of an insured;
- (4) Arising out of civic or public activities performed for pay by an insured; or
- (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

b. Any loss, cost or expense arising out of any:

- (1) Request, demand or order 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.

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.

C. **Coverage C – Medical Payments** are replaced by the following with respect to "occurrences" of "bodily injury" to which Coverage A of this endorsement applies:

1. Insuring Agreement

a. We will pay reasonable medical expenses incurred or medically ascertained within 3 years from the date of an accident causing "bodily injury".

Reasonable medical expenses means expenses incurred or ascertained 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.

b. This coverage applies only:

- (1) To a person (other than an insured) on the "insured location" with the permission of any insured; or
- (2) To a person (other than an insured) off the "insured location", provided the "bodily injury":
 - (a) Arises out of a condition on the "insured location" or the ways immediately adjoining it;
 - (b) Is caused by the activities of an insured;
 - (c) Is caused or sustained by a "residence employee" in the course of his or her employment by an insured; or
 - (d) Is caused by an animal owned by or in the care of an insured.

No other obligation or liability to pay sums or perform acts or services is covered.

2. Exclusions

We will not pay medical expenses for "bodily injury":

- a. To a "residence employee" if "bodily injury" occurs:
 - (1) Off the "insured location"; and
 - (2) Outside the scope of his or her employment by an insured.
- b. To any person (other than a "residence employee") regularly residing on any part of the "insured location".
- c. To any person, if the "bodily injury" sustained is excluded under Coverage A of this endorsement.

D. Additional Coverage

DAMAGE TO PROPERTY OF OTHERS

We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an insured.

But we will not pay for "property damage":

- 1. To the extent of any amount recoverable under another coverage of this or any other policy;
- 2. Caused intentionally by an insured who is 13 years of age or older;
- 3. To property owned by or rented to an insured, a tenant of an insured, or a member of your household; or
- 4. Arising out of:
 - a. Business pursuits;
 - b. An act or omission in connection with any premises (other than an "insured location") that are owned, rented or controlled by the insured; or
 - c. The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or any other motorized land conveyances.

The only exceptions are in "occurrences" of "property damage" involving motorized land conveyances designed for recreational use off public roads and neither:

- (1) Subject to motor vehicle registration; nor
- (2) Owned by an insured.

No other obligation to pay sums or perform acts or services is covered.

- E. With respect to coverage provided under this endorsement, **Section II – Who Is An Insured** is replaced by the following:
 - 1. You are an insured and, if they are members of your household, your spouse, and your and your spouse's relatives who are under the age of 21 are also insureds;
 - 2. Any other person under the age of 21 who is a member of your household and is under your care or under the care of a person specified in 1. above, is also an insured;
 - 3. Any person or organization legally responsible for animals or watercraft owned by you, your

spouse or a person specified in **1.** above, is also an insured. But such a person or organization is an insured only insofar as:

- a.** The insurance under this Coverage Form applies to "occurrences" involving animals or watercraft;
- b.** That person's or organization's custody or use of the animals or watercraft does not involve business; and
- c.** That person or organization has the custody or use of the animals with the owner's permission.

F. With respect to Additional Coverage – Damage to Property of Others provided by this endorsement, the following is added to Section **IV** – Commercial General Liability Conditions, Paragraph **2.** Duties in the Event of Occurrence, Offense, Claim or Suit:

e. If loss occurs under Additional Coverage – Damage To Property Of Others, you must:

- (1)** Submit to us within 60 days after the loss, a signed sworn proof of loss; and
- (2)** Exhibit the damaged property, if within your control.

G. With respect to coverage provided under this endorsement, Section **V** – Definitions is revised as follows:

1. Definition **4.** "Coverage Territory" is deleted.

2. Definition **13.** "Personal injury" is replaced by the following:

"Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment, or malicious prosecution;
- b.** Libel, slander or defamation of character; or
- c.** Invasion of privacy, wrongful eviction or wrongful entry.

3. The following are added:

c. "Insured location" means:

- (1)** The part of other premises, or of other structures and grounds, that is:
 - (a)** Used by you as a residence and shown in the Declarations; or
 - (b)** Acquired by you during the policy period for your use as a residence;
- (2)** Premises used by you in conjunction with the premises included in **(1)** above;
- (3)** Any part of premises not owned by an insured but where an insured is temporarily residing;
- (4)** Vacant land owned by or rented to an insured;
- (5)** Land owned by or rented to an insured on which a one to four-family dwelling is being constructed as a residence for by occupancy by an insured, or an insured's "residence employee"; and

(6) Any part of premises occasionally rented to an insured for other than business purposes.

d. "Residence employee" means an insured's employee whose duties are principally in connection with the maintenance or use of the "residence premises", including household or domestic services, or who performs duties elsewhere of a similar nature not in connection with the business of any insured.

e. "Residence premises" means your principal residence and the grounds and structures appurtenant to it.

"Residence premises" does not include any part or parts of a building or structure that are used for business.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., **Exclusions of Section I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

2. Exclusions

This insurance does not apply to:

Personal Watercraft

“Bodily Injury” or “Property Damage” arising out of the ownership, maintenance, use or entrustment to others of any “Personal Watercraft” owned or operated by, rented or loaned to any insured. Use includes operation and “loading or unloading”.

- B. The following definition is added to Section V - Definitions Sections:

“Personal Watercraft” means a motorized watercraft used for recreational purposes similar to, but not limited to: Jet Skis, Sea-Doos and Waverunners.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SNOWMOBILE EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE COVERAGE FORM

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

This insurance does not apply to "Bodily Injury" or "Property Damage" arising out of the ownership, maintenance, use or entrustment to others of any snowmobile owned or operated by, rented or loaned to any insured. Use includes operation and "loading or unloading".

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SNOWMOBILES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., **Exclusions of Section I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

2. Exclusion

This insurance does not apply to:

Snowmobiles

“Bodily Injury” or “Property Damage” arising out of the ownership, maintenance, use or entrustment to others of any snowmobile owned or operated by, rented or loaned to any insured. Use includes operation and “loading or unloading”.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAILER SPOTTING COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby agreed that Section I – Coverages, Coverage A, Exclusion (j) is amended as follows:

- i) Paragraph (4) does not apply to mobile trailer homes and recreational vehicles that the insured does not own.
- ii) The vehicles described in (i) must be on the insured's premises or within 1,000 feet of the described premises.
- iii) We will only cover losses which arise directly out of the movement and placement of mobile trailer homes or recreational vehicles by the insured.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED OR UNDERINSURED MOTORIST EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE COVERAGE FORM

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

This policy does not apply to sums which the Insured shall be legally entitled to recover as damages from the owner or operator of an uninsured auto or underinsured auto because of injuries sustained by the Insured, caused by an accident and arising out of the ownership, maintenance or use of such auto.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR
PROJECT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE COVERAGE FORM

SCHEDULE

Premises:
Project:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

SERFF Tracking Number: WESA-125640892 *State:* Arkansas
Filing Company: Arch Insurance Company *State Tracking Number:* #29180 \$50
Company Tracking Number: ARCH-08-111-F
TOI: 35.0 Interline Filings *Sub-TOI:* 35.0002 Commercial Interline Filings
Product Name: AdvenSure Program
Project Name/Number: Submission of AdvenSure Program/ARCH-08-111

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125640892 State: Arkansas
Filing Company: Arch Insurance Company State Tracking Number: #29180 \$50
Company Tracking Number: ARCH-08-111-F
TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings
Product Name: AdvenSure Program
Project Name/Number: Submission of AdvenSure Program/ARCH-08-111

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 06/04/2008

Comments:

Attached is the AR NAIC form.

Attachment:

AR NAIC.pdf

Satisfied -Name: Letter of Authorization **Review Status:** Approved 06/04/2008

Comments:

Attached is the letter of authorization

Attachment:

2008 Use this Letter.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 06/04/2008

Comments:

Attached is the cover letter.

Attachment:

AR Forms Letter.pdf

Satisfied -Name: Forms Listing **Review Status:** Approved 06/04/2008

Comments:

Attached is the forms listing.

Attachment:

C_W Forms Listing.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
-----------------------------------	--

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
-----------	--	--

2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
-----------	---	--

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
-----------	--	--

2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
-----------	---	--

Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

4a.	Rate Change by Company (As Proposed)						
------------	---	--	--	--	--	--	--

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only						
------------	--	--	--	--	--	--	--

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5. Overall Rate Information (Complete for Multiple Company Filings only)			
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
-----------	---	--

7.	Effective Date of last rate revision	
-----------	---	--

8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

www.archinsurance.com



One Liberty Plaza
53rd Floor
New York, NY 10006

T 212.651.6500
F 212.651.6499

January 1, 2008

Arch Insurance Company
NAIC: #11150
Letter of Authorization
Filing of Forms, Rates and Rules

Dear Sir or Madame:

In accordance with the applicable statutes and regulations in your state, Wesley Pohler and Westmont Associates are hereby authorized to file form, rate and rate filings on behalf of Arch Insurance Company.

Very truly yours,

Carol Kennedy
Vice President & Director of Compliance

May 9, 2008

The Department of Insurance
Property and Casualty Division
Forms and Rates Review

RE: Arch Insurance Company NAIC# 11150 FEIN 43-0990710
Multiple Line Forms Filing
New Program: AdvenSure Program
Company Filing Number: ARCH-08-111-F
Effective Date: Upon Earliest Possible Approval and/or Acknowledgement

To Whom It May Concern:

Enclosed please find Arch Insurance Company's (Arch) AdvenSure Program form filing. The filing contained herein constitutes a new program filing for Arch and does not have any impact on any current insureds or policies. A letter permitting Westmont Associates, Inc. to submit this filing on Arch's behalf is enclosed.

December 15, 2004, your Department approved Arch's Great Outdoors Insurance Program (GOIP). At this time, the Company will no longer be actively writing this program as it is currently in run off with the current program administrator. It is the Company's intent to continue utilizing the currently approved policy forms and endorsements previously used under the GOIP product (see attached forms listing) with one new additional form. This new form Advensure Property Plus Endorsement is attached for your review.

As the policies and insureds under the former GOIP Program will no longer be written by Arch, the form filing for the AdvenSure product is technically a NEW program for Arch Insurance Company.

The rates to be used in coordination with the enclosed forms have been filed under separate cover letter as Company filing number ARCH-08-111-R.

Your approval or acknowledgement otherwise of this submission is respectfully requested. Thank you for your attention to this matter.

Respectfully submitted,

Wesley Pohler

Wesley Pohler
AVP

wes@westmontlaw.com

Enc.

Cc: T. Luckstone
C. Kennedy

COUNTRYWIDE FORMSLIST FOR THE GOIP PROGRAM

00 GL0245 00 08 06 ADDITIONAL INSURED — HUNTING AND FISHING GUIDES ENDORSEMENT
00 CP0039 00 04 08 ADVENSURE PLUS - PROPERTY ENDORSEMENT
00 GL0183 00 10 04 AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION
00 GL0182 00 10 04 AIRCRAFT OR AUTO EXCLUSION
00 GL0184 00 10 04 AIRPORT LIABILITY EXCLUSION
00 GL0181 00 10 04 BOAT ENDORSEMENT
00 IM0011 00 10 04 CONTRACTOR'S EQUIPMENT COVERAGE FORM
05 IM0012 00 10 04 CONTRACTOR'S EQUIPMENT SUPPLEMENTAL DECLARATIONS
00 GL0188 00 10 04 DOGS IN THE INSURED'S CARE, CUSTODY OR CONTROL ENDORSEMENT
00 IM0018 00 10 04 ELECTRONIC DATA PROCESSING SYSTEMS SECTION V - EXTENSIONS OF COVERAGES
00 IM0017 00 10 04 ELECTRONIC DATA PROCESSING SYSTEMS SECTION IV - LOSS OF BUSINESS INCOME
00 IM0016 00 10 04 ELECTRONIC DATA PROCESSING SYSTEMS SECTION III - EXTRA EXPENSE
00 IM0015 00 10 04 ELECTRONIC DATA PROCESSING SYSTEMS SECTION II - DATA, MEDIA, PROGRAMS
00 IM0014 00 10 04 ELECTRONIC DATA PROCESSING SYSTEMS SECTION I - EQUIPMENT
05 IM0013 00 10 04 ELECTRONIC DATA PROCESSING SYSTEMS SUPPLEMENTAL DECLARATIONS
00 EX0001 00 10 04 EXCESS INSURANCE COVERAGE FORM
05 EX0002 00 10 04 EXCESS INSURANCE SUPPLEMENTAL DECLARATIONS
00 EX0003 00 10 04 FIRE LEGAL LIABILITY EXCLUSION
00 GL0187 00 10 04 FORESTERS SPECIAL LIABILITY COVERAGE ENDORSEMENT
00 EX0005 00 10 04 FUNGI OR BACTERIA EXCLUSION
00 GL0192 00 10 04 HIRED AUTO AND NON-OWNEDAUTO LIABILITY INSURANCE ENDORSEMENT
05 IM0019 00 03 05 INLAND MARINE SUPPLEMENTAL DECLARATIONS
00 EX0004 00 10 04 LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT ENDORSEMENT
00 GL0189 00 10 04 LIMIT OF LIABILITY ENDORSEMENT
LIMITATION OF COVERAGE TO DESIGNATED ACTIVITIES AT THE DESCRIBED PREMISES
ENDORSEMENT
00 GL0246 00 08 06
00 CP0018 00 10 04 MARGIN CLAUSE ENDORSEMENT
00 GL0190 00 10 04 PERSONAL LIABILITY ENDORSEMENT
00 GL0185 00 10 04 PERSONAL WATERCRAFT EXCLUSION
00 EX0007 00 10 04 UNINSURED OR UNDERINSURED MOTORIST EXCLUSION
00 GL0191 00 10 04 TRAILER SPOTTING COVERAGE ENDORSEMENT
00 GL0186 00 10 04 SNOWMOBILES EXCLUSION
00 EX0006 00 10 04 SNOWMOBILE EXCLUSION