

SERFF Tracking Number: HRLV-125790889 State: Arkansas
First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: BOKS07312008-01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: BOP
Project Name/Number: StarAdvantage BOP Phase #A/

Filing at a Glance

Companies: Harleysville Insurance Company, Harleysville Mutual Insurance Company, Harleysville Preferred Insurance Company, Harleysville Worcester Insurance Company

Product Name: BOP SERFF Tr Num: HRLV-125790889 State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 05.0002 Businessowners Co Tr Num: BOKS07312008-01 State Status: Fees verified and received
Filing Type: Form Co Status: Product Standardization Reviewer(s): Betty Montesi,
- Phase 3B -initial Llyweyia Rawlins, Brittany Yielding
Author: Carol Zwoyer Disposition Date: 08/29/2008
Date Submitted: 08/26/2008 Disposition Status: Approved
Effective Date Requested (New): 02/01/2009 Effective Date (New): 02/01/2009
Effective Date Requested (Renewal): 07/01/2009 Effective Date (Renewal): 07/01/2009

State Filing Description:

General Information

Project Name: StarAdvantage BOP Phase #A Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: ISO Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 08/29/2008
State Status Changed: 08/27/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
With this filing it is our intent to introduce Harleysville's new StarAdvantage Business Owners program.

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Company and Contact

Filing Contact Information

Carol Zwoyer, Senior State Filing Analyst czwoyer@harleysvillegroup.com
 355 Maple Avenue (215) 256-5735 [Phone]
 Harleysville, PA 19438-2297 (215) 256-5678[FAX]

Filing Company Information

Harleysville Insurance Company	CoCode: 23582	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 41-0417250	

Harleysville Mutual Insurance Company	CoCode: 14168	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 23-0902325	

Harleysville Preferred Insurance Company	CoCode: 35696	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 23-2384978	

Harleysville Worcester Insurance Company	CoCode: 26182	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 04-1989660	

Filing Fees

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

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Per Company: **No**

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Insurance Company	\$0.00	08/26/2008	
Harleysville Mutual Insurance Company	\$50.00	08/26/2008	22143307
Harleysville Preferred Insurance Company	\$0.00	08/26/2008	
Harleysville Worcester Insurance Company	\$0.00	08/26/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08/29/2008	08/29/2008

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Disposition

Disposition Date: 08/29/2008
Effective Date (New): 02/01/2009
Effective Date (Renewal): 07/01/2009
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover letter, exhibits A & B	Approved	Yes
Form	Businessowners Endorsement	Approved	Yes
Form	Equipment Breakdown Coverage	Approved	Yes
Form	Exclusion - Date or Time Computer-Related And Other Electronic Problems	Approved	Yes
Form	Funeral Home Businessowners Endorsement	Approved	Yes
Form	Printers Businessowners Endorsement	Approved	Yes
Form	Professional Office Businessowners Endorsement	Approved	Yes
Form	Spoilage Coverage	Approved	Yes
Form	Utility Services - Time Element	Approved	Yes
Form	Veterinary Businessowners Endorsement	Approved	Yes
Form	Water Back-Up And Sump Overflow	Approved	Yes
Form	Per Location Aggregate Limit	Approved	Yes
Form	Fine Arts Coverage	Approved	Yes
Form	Debris Removal Additional Coverage Amendment	Approved	Yes
Form	Pollutant Clean Up and Removal Coverage Amendment	Approved	Yes
Form	Actual Cash Value Definition	Approved	Yes
Form	Two Or More Policies Issued By Us	Approved	Yes
Form	Total Building Replacement Cost Protection	Approved	Yes
Form	Voluntary Property Damage Coverage	Approved	Yes
Form	Exclusion - Tobacco Health Hazards	Approved	Yes
Form	Business Personal Property - Seasonal Increase (Percentage) Amendment	Approved	Yes
Form	Condominium Association Directors and Officers Coverage	Approved	Yes
Form	Customers Property Coverage	Approved	Yes

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Form	Miscellaneous Property Coverage	Approved	Yes
Form	Exclusion - Asbestos, Silica Or Talc	Approved	Yes
Form	Earthquake and Volcanic Eruption (Sub-Limit Form)	Approved	Yes
Form	Flood (Sub-Limit Form)	Approved	Yes
Form	Exclusion - Lead Liability	Approved	Yes
Form	Additional Insured - Grantor of Franchise	Approved	Yes
Form	Veterinary Professional Liability Coverage Extension - State Review Board Expenses	Approved	Yes
Form	Businessowners Policy Declaration	Approved	Yes
Form	Businessowners Supplemental Declarations	Approved	Yes
Form	Commercial Lines Common Policy Declarations	Approved	Yes
Form	Policy Change Document	Approved	Yes
Form	Additional Insured Schedule	Approved	Yes
Form	Additional Interest Schedule	Approved	Yes
Form	Form Schedule	Approved	Yes
Form	Location Schedule	Approved	Yes
Form	Loss Payee Schedule	Approved	Yes
Form	Mortgagee Schedule	Approved	Yes
Form	Named Insured Schedule	Approved	Yes
Form	Policyholder Notice Schedule	Approved	Yes
Form	Declarations Page Extension	Approved	Yes
Form	Blanket Insurance Schedule - Businessowners	Approved	Yes
Form	Fees And Surcharge Schedule	Approved	Yes
Form	Manuscript Endorsement	Approved	Yes
Form	Manuscript Endorsement	Approved	Yes
Form	Policy Jacket (Harleysville Mutual Insurance Company)	Approved	Yes
Form	Policy Jacket (Harleysville Worcester	Approved	Yes

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Form	Insurance Company)	Approved	Yes
Form	Policy Jacket (Harleysville Preferred Insurance Company)	Approved	Yes
Form	Policy Jacket (Harleysville Insurance Company)	Approved	Yes
Form	Residential Property Protection Endorsement	Approved	Yes
Form	Dry Cleaners' Customers' Property Coverage	Approved	Yes
Form	Dry Cleaners' Customers' Property Coverage Schedule	Approved	Yes
Form	Residential Property Protection Endorsement Schedule	Approved	Yes
Form	Computers and Electronic Data Coverage Extension Endorsement	Approved	Yes
Form	Opticians and Optometrists Professional Liability	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Businessowners Endorsement	BOP-7000	01-06	Endorsement/Amendment/Conditions		0.00	BOP-7000.pdf
Approved	Equipment Breakdown Coverage	BOP-7001	01-06	Endorsement/Amendment/Conditions		0.00	BOP-7001.pdf
Approved	Exclusion - Date or Time Computer-Related And Other Electronic Problems	BOP-7002	01-06	Endorsement/Amendment/Conditions		0.00	BOP-7002.pdf
Approved	Funeral Home Businessowners Endorsement	BOP-7004	01-06	Endorsement/Amendment/Conditions		0.00	BOP-7004.pdf
Approved	Printers Businessowners Endorsement	BOP-7005	01-06	Endorsement/Amendment/Conditions		0.00	BOP-7005.pdf
Approved	Professional Office Businessowners Endorsement	BOP-7006	01-06	Endorsement/Amendment/Conditions		0.00	BOP-7006.pdf
Approved	Spoilage Coverage	BOP-7008	01-06	Endorsement/Amendment/Conditions		0.00	BOP-7008.pdf
Approved	Utility Services - Time Element	BOP-7009	01-06	Endorsement/Amendment		0.00	BOP-7009.pdf

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Approval	Description	Code	Endorsement/Condition	Amount	File
Approved	Veterinary Businessowners Endorsement	BOP-701001-06	Endorsement/Condition	0.00	BOP-7010.pdf
Approved	Water Back-Up And Sump Overflow	BOP-701101-06	Endorsement/Condition	0.00	BOP-7011.pdf
Approved	Per Location Aggregate Limit	BOP-701301-06	Endorsement/Condition	0.00	BOP-7013.pdf
Approved	Fine Arts Coverage	BOP-701401-06	Endorsement/Condition	0.00	BOP-7014.pdf
Approved	Debris Removal Additional Coverage Amendment	BOP-701501-06	Endorsement/Condition	0.00	BOP-7015.pdf
Approved	Pollutant Clean Up and Removal Coverage Amendment	BOP-701601-06	Endorsement/Condition	0.00	BOP-7016.pdf
Approved	Actual Cash Value Definition	BOP-701701-06	Endorsement/Condition	0.00	BOP-7017.pdf
Approved	Two Or More Policies Issued By Us	BOP-701801-06	Endorsement/Condition	0.00	BOP-7018.pdf
Approved	Total Building Replacement Cost Protection	BOP-701901-06	Endorsement/Condition	0.00	BOP-7019.pdf

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Approval	Policy Description	Policy Number	Endorsement/Amendment/Conditions	Amount	Attachment
Approved	Voluntary Property Damage Coverage	BOP-702001-06	Endorsement/Amendment/Conditions	0.00	BOP-7020.pdf
Approved	Exclusion - Tobacco Health Hazards	BOP-702101-06	Endorsement/Amendment/Conditions	0.00	BOP-7021.pdf
Approved	Business Personal Property - Seasonal Increase (Percentage) Amendment	BOP-702201-06	Endorsement/Amendment/Conditions	0.00	BOP-7022.pdf
Approved	Condominium Association Directors and Officers Coverage	BOP-702301-06	Endorsement/Amendment/Conditions	0.00	BOP-7023.pdf
Approved	Customers Property Coverage	BOP-702501-06	Endorsement/Amendment/Conditions	0.00	BOP-7025.pdf
Approved	Miscellaneous Property Coverage	BOP-702601-06	Endorsement/Amendment/Conditions	0.00	BOP-7026.pdf
Approved	Exclusion - Asbestos, Silica Or Talc	BOP-702701-06	Endorsement/Amendment/Conditions	0.00	BOP-7027.pdf
Approved	Earthquake and Volcanic Eruption (Sub-Limit Form)	BOP-702801-06	Endorsement/Amendment/Conditions	0.00	BOP-7028.pdf

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Approved	Flood (Sub-Limit Form)	BOP-702901-06	Endorsement/Amendment/Conditions	New	0.00	BOP-7029.pdf
Approved	Exclusion - Lead Liability	BOP-703001-06	Endorsement/Amendment/Conditions	Withdrawn Replaced Form #:	0.00	BOP-7030.pdf
Approved	Additional Insured - Grantor of Franchise	BOP-703101-06	Endorsement/Amendment/Conditions	New	0.00	BOP-7031.pdf
Approved	Veterinary Professional Liability Coverage Extension - State Review Board Expenses	BOP-703201-06	Endorsement/Amendment/Conditions	New	0.00	BOP-7032.pdf
Approved	Businessowners Policy Declaration	BOP-703301-06	Declaration	News/Schedule	0.00	BOP-7033.pdf
Approved	Businessowners Supplemental Declarations	BOP-703401-06	Declaration	News/Schedule	0.00	BOP-7034.pdf
Approved	Commercial Lines Common Policy Declarations	GU-7000 03-08	Declaration	News/Schedule	0.00	GU-7000_Ed 3-08_Common Policy Dec.pdf
Approved	Policy Change Document	GU-7001 07-08	Endorsement/Amendment/Conditions	New	0.00	GU-7001.pdf
Approved	Additional Insured Schedule	GU-7002 11-06	Declaration	News/Schedule	0.00	GU-7002.pdf
Approved	Additional Interest Schedule	GU-7003 11-06	Declaration	News/Schedule	0.00	GU-7003.pdf

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Approved	Form Schedule	GU-7004	11-06	Declaration New s/Schedule	0.00	GU-7004.pdf
Approved	Location Schedule	GU-7005	11-06	Declaration New s/Schedule	0.00	GU-7005.pdf
Approved	Loss Payee Schedule	GU-7006	11-06	Declaration New s/Schedule	0.00	GU-7006.pdf
Approved	Mortgagee Schedule	GU-7007	11-06	Declaration New s/Schedule	0.00	GU-7007.pdf
Approved	Named Insured Schedule	GU-7008	11-06	Declaration New s/Schedule	0.00	GU-7008.pdf
Approved	Policyholder Notice Schedule	GU-7009	11-06	Declaration New s/Schedule	0.00	GU-7009.pdf
Approved	Declarations Page Extension	GU-7013	11-06	Endorseme New nt/Amendm ent/Condi tions	0.00	GU-7013.pdf
Approved	Blanket Insurance Schedule - Businessowners	GU-7014	11-06	Declaration New s/Schedule	0.00	GU-7014.pdf
Approved	Fees And Surcharge Schedule	GU-7015	11-06	Declaration New s/Schedule	0.00	GU-7015.pdf
Approved	Manuscript Endorsement	MANU-1	7-04	Endorseme New nt/Amendm ent/Condi tions	0.00	MANU-1.pdf
Approved	Manuscript Endorsement	MANU-2	7-04	Endorseme New nt/Amendm ent/Condi tions	0.00	MANU-2.pdf
Approved	Policy Jacket (Harleysville Mutual Insurance Company)	PJ-0001	2-05	Other New	0.00	PJ-0001_Ed 2-05_.pdf
Approved	Policy Jacket (Harleysville	PJ-0003	2-05	Other New	0.00	PJ-0003_2- 05_HWIC.pdf

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Approval	Policy Description	Policy Number	Effective Date	Category	Status	Amount	Attachment
	Worcester Insurance Company)						f
Approved	Policy Jacket (Harleysville Preferred Insurance Company)	PJ-0004	2-05	Other	New	0.00	PJ-0004 _Ed 2-05_PREF.pdf
Approved	Policy Jacket (Harleysville Insurance Company)	PJ-0023	2-05	Other	New	0.00	PJ-0023 _Ed 2-05_HIC.pdf
Approved	Residential Property Protection Endorsement	BOP-7007	07-07	Endorsement/Amendment/Conditions	New		BO 7007.pdf
Approved	Dry Cleaners' Customers' Property Coverage	BOP-7041	07-07	Endorsement/Amendment/Conditions	New		BOP 7041.pdf
Approved	Dry Cleaners' Customers' Property Coverage Schedule	BOP-7046	07-07	Endorsement/Amendment/Conditions	New		BOP 7046.pdf
Approved	Residential Property Protection Endorsement Schedule	BOP-7047	07-07	Endorsement/Amendment/Conditions	New		BOP 7047.pdf
Approved	Computers and Electronic Data Coverage Extension Endorsement	BOP-7048	07-07	Endorsement/Amendment/Conditions	New		BOP 7048.pdf
Approved	Opticians and Optometrists	BOP-7050	07-07	Endorsement/Amendment	New		BOP 7050.pdf

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Professional ent/Condi
Liability ons

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I – PROPERTY

1. BUSINESS PERSONAL PROPERTY IN THE OPEN EXTENSION

The first paragraph of item **b.** under **Section I – Property, A. Coverage, 1. Covered Property** is replaced with the following:

- b.** Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,000 feet of the described premises, including:

2. FIRE DEPARTMENT SERVICE CHARGE

Section I - Property Additional Coverages A.5.c. is replaced with the following:

- c.** When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$10,000 for your liability for the fire department service charges:

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

3. BUSINESS INCOME – ORDINARY PAYROLL EXPENSES

Section I - Property Additional Coverages paragraph **A.5.f.(1)(b)** is amended as follows:

We will only pay for ordinary payroll expenses for 360 days following the date of direct physical loss or damage.

4. MONEY ORDERS AND "COUNTERFEIT MONEY"

The last paragraph of item **A.5.j.** under **Section I - Property Additional Coverages** is replaced with the following:

The most we will pay for any loss under this Additional Coverage is \$10,000.

5. FORGERY OR ALTERATION

Section I - Property Additional Coverages paragraph **A.5.k.(4)** is replaced with the following:

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

6. FIRE EXTINGUISHER SYSTEMS RECHARGE EXPENSE

Section I - Property Additional Coverages paragraph **A.5.o.(3)** is replaced with the following:

- (3)** The most we will pay under this Additional Coverage is \$10,000 in any one occurrence.

7. REWARD COVERAGE

The following is added to **Section I - Property Additional Coverages**:

Reward Coverage

- a. We will reimburse you up to \$10,000 for rewards paid to an eligible person for information leading to the arrest and conviction of any person or persons for arson, theft or vandalism which caused a loss covered by this policy.
- b. This Additional Coverage applies subject to the following conditions:
 - (1) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction, and who is not:
 - (a) You or any family member;
 - (b) Your employee or any of his or her family members;
 - (c) An employee of a law enforcement agency;
 - (d) An employee of a business engaged in property protection;
 - (e) Any person who had custody of the Covered Property at the time the theft was committed; or
 - (f) Any person involved in the crime.
 - (2) No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted.
 - (3) The lesser of the amount of the reward or limit applicable to this coverage is the most we will reimburse for loss under this Additional Coverage in any one occurrence regardless of the number of eligible persons rewarded.

8. CONSEQUENTIAL LOSS TO STOCK

The following is added to **Section I - Property Additional Coverages**:

Consequential Loss To Stock

- a. We will pay the reduction in value of the remaining undamaged "stock" when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other "stock" at the same described premises.
- b. The most we will pay under this Additional Coverage for each described premises is \$25,000.

9. NEWLY ACQUIRED OR CONSTRUCTED PROPERTY

a. **Section I - Property Coverage Extensions** paragraphs **A.6.a.(1)** and **(2)** are amended as follows:

(1) Buildings

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(2) Business Personal Property

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

b. **Section I - Property Coverage Extensions** paragraph **A.6.a.(3)(b)** is replaced with the following:

(3) Period Of Coverage

- (b) 60 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

10. PERSONAL PROPERTY OFF PREMISES

Section I - Property Coverage Extensions paragraph **6.b.** is amended as follows:

The most we will pay for loss or damage under this Extension is \$25,000, unless a different Personal Property Limit of Insurance is shown in the Declarations.

11. OUTDOOR PROPERTY

a. **Section I – Property Not Covered** paragraph **A.2.e.** is replaced with the following:

- e. Outdoor trees, shrubs or plants except as provided in the Outdoor Property Coverage Extension.

- b. **Section I - Property Coverage Extensions** paragraph **A.6.c.** is replaced with the following:
 - c. You may extend the insurance provided by this policy to apply to your outdoor trees, shrubs and plants, including debris removal expense, except we do not pay for usual and customary maintenance and service expenses.
The most we will pay for loss or damage under this Extension is \$5,000 but not more than \$500 for any one tree, shrub or plant.
- c. **Section I – Limits of Insurance** paragraph **C.2.** does not apply.
- d. **Section I – Covered Causes Of Loss** paragraph **A.3.** and **Section I – Exclusions** paragraph **B.** does not apply to outdoor signs at the described premises except for:
 - (1) Paragraph **B.1.c.**, Governmental Action;
 - (2) Paragraph **B.1.d.**, Nuclear Hazard; and
 - (3) Paragraph **B.1.f.**, War And Military Action.
- e. We will not pay for loss or damage to outdoor signs caused by or resulting from:
 - (1) Wear and tear;
 - (2) Hidden or latent defect;
 - (3) Rust;
 - (4) Corrosion; or
 - (5) Mechanical breakdown.

12. PERSONAL EFFECTS

Section I - Property Coverage Extensions paragraph **6.d.** is amended as follows:

The most we will pay for loss or damage under this Extension is \$25,000 at each described premises.

13. VALUABLE PAPERS AND RECORDS

Section I - Property Coverage Extensions paragraph **A.6.e.(3)** is replaced by the following:

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

For "valuable papers and records" not at the described premises, the most we will pay is \$10,000.

14. ACCOUNTS RECEIVABLE

Section I - Property Coverage Extensions paragraph **A.6.f. (2)** is replaced by the following:

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

For accounts receivable not at the described premises, the most we will pay is \$10,000.

15. LOCK REPLACEMENT

The following is added to **Section I - Property Coverage Extensions**:

Lock Replacement

You may extend the insurance provided by this policy to apply to the cost to repair or replace the door locks or tumblers at the described premises due to the theft of your door keys which was reported to the police. Theft under this Coverage Extension does not include unexplained disappearance.

The most we will pay under this Coverage Extension is \$1,500 per occurrence.

16. CLAIM DATA COLLECTION EXPENSES

The following is added to Section I - Property Coverage Extensions:

Claim Data Collection Expenses

You may extend the insurance that applies to Covered Property to apply to the expense you incur in preparing claim data when we require it. This includes the cost of taking inventories, making appraisals and preparing other documentation to show the extent of loss. We will not pay for any expenses billed by and payable to public or private insurance adjusters. The most we will pay under this Coverage Extension is \$10,000.

17. DEDUCTIBLES

- a. **Section I - Property Deductibles** paragraph **D.2.** does not apply.
- b. **Section I - Property Deductibles** paragraph **D.3.** is replaced with the following:
 - 3. No deductible applies to the following Coverages:
 - a. Fire Department Service Charge;
 - b. Business Income;
 - c. Extra Expense;
 - d. Civil Authority;
 - e. Fire Extinguisher Systems Recharge Expense;
 - f. Accounts Receivable;
 - g. Money and Securities;
 - h. Valuable Papers;
 - i. Outdoor Signs;
 - j. Glass;
 - k. Employee Dishonesty;
 - l. Lock Replacement;
 - m. Loss Adjustment Expenses; and
 - n. Reward for Arson or Theft Conviction.

18. LOSS PAYMENT

- a. If the "Actual Cash Value – Buildings" option does not apply, **Section I - Property Loss Payment** paragraph **E.5.d. (1)(a)** is replaced with the following:
 - d. Except as provided in Paragraphs **(2)** through **(7)** below, we will determine the value of Covered Property as follows:
 - (1)** At replacement cost without deduction for depreciation, subject to the following:
 - (a)** We will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (i)** The Limit of Insurance under Section I – Property that applies to the lost or damaged property;
 - (ii)** The cost to replace, on the same premises, the lost or damaged property with other property:
 - i. Of comparable material and quality; and
 - ii. Used for the same purpose; or
 - (iii)** The amount that you actually spend that is necessary to repair or replace the lost or damaged property.
 - If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.
- b. If the "Actual Cash Value – Buildings" option does not apply, **Section I - Property Loss Payment** paragraph **E.5.d. (1)(b)** does not apply.

c. **Section I – Property Loss Payment** paragraph **E.5.d. (3)(b)** does not apply.

19. MONEY AND SECURITIES

Section I - Property Optional Coverages paragraph **G.2.c.** is replaced with the following:

- c. The most we will pay for loss in any one occurrence is:
- (1) \$25,000 for Inside the Premises for “money” and “securities”, unless a higher Limit of Insurance is shown in the Declarations, while:
 - (a) In or on the described premises; or
 - (b) Within a bank or savings institution; and
 - (2) \$25,000 for Outside the Premises for “money” and “securities”, unless a higher Limit of Insurance is shown in the Declarations, while anywhere else.

20. EMPLOYEE DISHONESTY

a. **Section I - Property Optional Coverages** paragraph **G.2.c.** is replaced with the following:

- c. The most we will pay for loss or damage in any one occurrence is \$25,000 unless a higher Limit of Insurance for Employee Dishonesty is shown in the Declarations.

b. The following paragraph is added to **Section I - Property Optional Coverages, G.3. Employee Dishonesty:**

ERISA

- (1) The "employee benefit plan(s)" shown in the Declarations (hereafter referred to as Plan) are included as Insureds for purposes of Employee Dishonesty Coverage.
- (2) If any Plan is insured jointly with any other entity under this policy, you or the Plan Administrator must select a Limit of Insurance for Employee Dishonesty Coverage that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.
- (3) With respect to loss sustained or "discovered" by any such Plan, paragraph **a.** of **Section I - Property Optional Coverages, G.3. Employee Dishonesty** is replaced by the following:
 - a. We will pay for loss of or damage to "money ", “securities” or any other tangible property resulting directly from fraudulent or dishonest acts committed by an employee, whether identified or not, acting alone or in collusion with other persons.
- (4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (5) If two or more Plans are insured under this policy, any payment we make for loss:
 - (a) Sustained by two or more Plans; or
 - (b) Of commingled "money", “securities” or other property of two or more Plans;resulting directly from an occurrence, will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of Insurance of all Plans sustaining loss.
- (6) “Employee benefit plan(s)” means any welfare or pension benefit plan shown in the Declarations that is subject to the Employee Retirement Income Security Act of 1974 (ERISA).
- (7) For purposes of Employee Dishonesty Coverage for “employee benefit plan(s)”, the term employee also means any natural person who is:
 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and
 - (b) A director or trustee of yours while that person is engaged in the handling of "money ", “securities” or other tangible property of any "employee benefit plan".
- (8) For purposes of Employee Dishonesty Coverage for “employee benefit plan(s)”, the term “discover” or “discovered” means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or “discovered” also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

21. PERIOD OF RESTORATION

Section I Property Definitions H.9.a.(1)(a) is replaced with the following:

9. "Period of restoration":
 - a. Means the period of time that:
 - (1) Begins:
 - (a) Immediately after the time of direct physical loss or damage for Business Income Coverage; or

SECTION II – LIABILITY

1. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

The following paragraph is added to **Section II – Liability, Exclusion B.1.j Professional Services**:

This exclusion does not apply to “bodily injury” arising out of the rendering, or failure to render medical or paramedical services to persons by any nurse, emergency medical technician or paramedic who is employed by you to provide such service. However, this exception does not apply if you are in the business or occupation of providing any professional health service or treatment.

2. DAMAGE TO PREMISES RENTED TO YOU

- a. The second paragraph of **Section II – Liability, Exclusion B.1.k. Damage To Property** is replaced with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire) to the contents of premises rented to you for a period of 7 or fewer consecutive days. The coverage provided by this paragraph for the contents of premises rented to you for a period of 7 or fewer consecutive days is subject to the Damage to Premises Rented to You Limit of Insurance as described in **Section II – Liability** paragraph **D. Liability And Medical Expenses Limits of Insurance** and is included within and not in addition to such Limit of Insurance.

- b. The last paragraph under **Section II - Liability Exclusions Applicable To Business Liability Coverage** is replaced with the following:

Section II – Liability Exclusions c., d., e., g., h., k., l., m., n. and o. do not apply to “property damage” to premises while rented to you, or temporarily occupied by you with permission of the owner. Exclusions **f.** and **i.** do not apply to “property damage” by fire or explosion to premises while rented to you, or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D. Liability And Medical Expenses Limits of Insurance** in **Section II – Liability**.

- c. **Section II Liability And Medical Expenses Limits of Insurance** paragraph **D.3.** is replaced with the following:

3. The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or temporarily occupied by you with permission of the owner is \$100,000 unless a higher Damage To Premises Rented To You Limit of Insurance is shown in the Declarations as applicable to a specified premises.

- d. The second paragraph of **D.4. Aggregate Limits** under **Section II Liability And Medical Expenses Limits of Insurance** is replaced with the following:

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

3. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

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

Any lessor of equipment leased to you is also an insured, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you pursuant to a written lease agreement or other written contract that requires such lessor be added as an additional insured on your policy.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

4. ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

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

Any manager or lessor of premises leased to you is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you pursuant to a written lease agreement or other written contract (collectively hereafter referred to as “the written contract”) that requires such manager or lessor be added as an additional insured on your policy.

b. With respect to the provisions of **3.a.** above, the following exclusions are added to **Section II – Liability**:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to be a tenant in the leased premises.
- (2) Structural alterations, new construction or demolition operations performed by or for the additional insured.
- (3) Any “occurrence” giving rise to the additional insured’s potential liability which begins before “the written contract” is executed by all parties to “the written contract”.
- (4) Liability of an additional insured for “bodily injury”, “property damage” and “personal and advertising injury” unless such “bodily injury”, “property damage” and “personal and advertising injury” is caused, in whole or in part, by acts or omissions of you or those acting on behalf of you.
- (5) The additional insured’s contractual liability to indemnify, defend or hold harmless a third party, whether or not such contract is an “insured contract”, unless such liability would arise based upon tort law principals in the absence of a contract or agreement.

c. The insurance provided to the additional insured by this endorsement is limited as follows:

- (1) The additional insured is covered only for such sums that the additional insured is legally obligated to pay as damages under tort law principals to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies and, in accordance with the stated policy limits, exclusions, limitations and conditions, except as expressly modified by this endorsement.
- (2) The limits of insurance are those set forth in the Declarations or those specified in the written lease agreement or other written contract, whichever is less.

5. BODILY INJURY

The definition of “bodily injury” under **Section II Liability And Medical Expenses Definitions** paragraph **F.3.** is replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. PERSONAL INJURY AND ADVERTISING INJURY

The following is added to the definition of “Personal and advertising injury” under **Section II Liability And Medical Expenses Definitions** paragraph **F.14**:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
- (1) Not done with the intent to injure the feelings or reputation of a natural person by or at the direction of:
 - (a) The insured; or
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
 - (2) Not done by or at the direction of:
 - (a) The insured; or
 - (b) Any executive officer, director, stockholder, partner or member of the insured;with the reasonable expectation that such injury to the feelings or reputation of a natural person would result; and
 - (3) Not directly or indirectly related to any employment related practice including but not limited to the demotion, employment, prospective employment or termination of employment of any person or persons by the insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

All provisions of the Businessowners Coverage Form apply to the coverage provided by this endorsement, except as modified below and to the extent that coverage is specifically provided by this endorsement:

A. COVERAGE

1. The following is added under **Section I – Property**, paragraph **A.3. Covered Causes of Loss**:

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from an “accident” at the premises described in the Declarations.

For purposes of the coverage provided by this endorsement, an “accident” constitutes a Covered Cause of Loss within the meaning of **Section I – Property**, paragraph **A.3.**, unless the loss is excluded under **Section I – Property, B. Exclusions** or limited by **Section I – Property**, paragraph **A.4. Limitations**, except to the extent those Exclusions and Limitations are modified by this endorsement and to the extent coverage is specifically provided by this endorsement.

2. The following coverages also apply when there is direct physical loss of or damage to Covered Property caused by or resulting from an “accident” at a premises described in the Declarations. The limit indicated for each coverage is the most we will pay for loss arising from any “one accident”. The limit indicated for each coverage is part of, and not in addition to, the applicable property Limit of Insurance.

- a. **Expediting Expenses**

With respect to your damaged Covered Property, we will pay up to \$100,000 for the reasonable extra cost to:

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

- b. **Hazardous Substances**

We will pay for the additional cost to repair or replace Covered Property because of contamination by a “hazardous substance”. This includes the additional expenses to clean up or dispose of such property. Additional costs mean those beyond what would have been required had no “hazardous substance” been involved. This does not include contamination of “perishable stock” by a refrigerant, including but not limited to ammonia.

The most we will pay for loss or damage under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$100,000.

- c. **Spoilage**

We will pay for direct physical loss or damage to “perishable stock”:

- (1) caused by changes in temperature or humidity resulting from an “accident” at the premises described in the Declarations.
- (2) due to refrigerant contamination from the release of refrigerant, including but not limited to ammonia.
- (3) caused by changes in temperature or humidity caused by or resulting from an “accident” to equipment that is not at the premises described in the Declarations and that is owned by a utility, landlord or other supplier with which you have a contract to supply you with any of the following services: electrical power; waste disposal; air conditioning; refrigeration; heating; natural gas; compressed air; water; steam; internet access; telecommunications services; wide area networks; or, data transmission. The equipment must be of the type described in the definition of “covered equipment” except that it is not Covered Property.

We will also pay any necessary expenses you incur to reduce the amount of the loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

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

The most we will pay for loss or damage under this coverage is \$100,000.

d. Data Restoration

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

The most we will pay for loss or damage under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$100,000.

e. Off-Premises Utility Service Interruption

We extend coverage for Business Income and Extra Expense to apply to your loss of Business Income or necessary Extra Expense you incur as the result of an “accident” to equipment that is not at the premises described in the Declarations and that is owned by a utility, landlord or other supplier with whom you have a contract to supply you with any of the following services: electrical power; waste disposal; air conditioning; refrigeration; heating; natural gas; compressed air; water; steam; internet access; telecommunications services; wide area networks; or, data transmission. The equipment must be of the type described in the definition of “covered equipment” except that it is not Covered Property.

Off-Premises Utility Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the “accident”.

f. CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances. This means the additional expense to do the least expensive of the following:

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

Additional costs mean those beyond what would have been required had no CFC refrigerant been involved.

B. EXCLUSIONS

All the provisions of **Section I – Property B. Exclusions** apply to this endorsement except as modified below and to the extent coverage is specifically provided by this endorsement.

1. With reference only to the coverage provided by this endorsement, the following exclusions are modified:

a. The following is added to **Section I – Exclusion B.1.g. Water:**

If electrical “covered equipment” requires drying out because of Water as described in Paragraphs (1) through (4), we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

b. The following is added to **Section I – Exclusion B.1.h. Certain Computer-Related Losses:**

If excluded loss or damage, as described in Paragraph (1) above results in an “accident,” we will pay only for the loss, damage or expense caused by such “accident.”

c. The following is added to **Section I – Exclusion B.2.i. Other Types Of Losses:**

If an excluded cause of loss that is listed in Paragraphs (1) through (7) above results in an “accident,” we will pay for the loss, damage or expense caused by that “accident.”

d. The following is added to **Section I – Exclusions, B.2.m. Errors Or Omissions and B.2.n. Installation, Testing, Repair:**

We will pay for direct physical loss or damage caused by an “accident.”

2. We will not pay under this endorsement for loss, damage or expense caused by or resulting from:

- a.** any defect, programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving “electronic data” of any kind unless caused by an “accident” or if an “accident” results, we will pay for the resulting loss, damage or expense; or
- b.** any hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment.

3. We will also not pay under this endorsement for loss, damage or expense caused directly or indirectly by any of the following whether or not they result directly or indirectly from an “accident” or contribute concurrently or in any sequence to the loss, damage or expense:

- a.** fire, including water or other means used to extinguish a fire; explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere; any other explosion (except as specifically provided in **F.1.c.** below); lightning; windstorm or hail; smoke; aircraft or “vehicles”; riot or civil commotion; vandalism; or elevator collision;
- b.** flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; mudslide or mudflow; or water that backs up or overflows from a sewer, drain or sump; except for the cost of drying out electrical equipment (as provided in **B.1.a.** above);

- c. any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, tsunami or volcanic action; or water damage (except water damage resulting from an "accident").

In addition to the above, with respect to Spoilage and Off Premises Utility Service Interruption coverages, we will also not pay for an "accident" caused by or resulting from falling objects; weight of snow, ice or sleet; freezing; or collapse.

However, we will pay for loss or damage caused by lightning, windstorm or hail; smoke; aircraft or "vehicles"; riot or civil commotion; vandalism; sprinkler leakage; or elevator collision which occurs away from the covered premises and:

- a. causes an electrical surge or other electrical disturbance; and
 - b. such surge or disturbance is transmitted through utility service transmission lines to the covered premises and results in an "accident" at the covered premises; and
 - c. the loss, damage or expense caused by such "accident" would not be covered by your policy absent the attachment of this endorsement.
- 4. With respect to the Business Income, Extra Expense and Off-Premises Utility Service Interruption coverage under this endorsement, we will also not pay for:
 - a. loss caused by your failure to use due diligence and dispatch and all reasonable means to resume business; or
 - b. any increase in loss resulting from an agreement between you and your customer or supplier.
 - 5. We will not pay under this endorsement for any loss or damage to animals unless such animals are owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings.

C. LIMITS OF INSURANCE

The following is added to **Section I – Property, C. Limits of Insurance:**

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

D. DEDUCTIBLES

The deductible shown in the Declarations applies to the coverage provided by this endorsement as described in **Section I – Property, D. Deductibles.**

E. CONDITIONS

With reference to the coverage provided by this endorsement, the following conditions are added:

1. Suspension

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

- a. your last known address; or
- b. the address where the "covered equipment" is located.

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

2. Jurisdictional Inspections

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

3. Environmental, Safety and Efficiency Improvements

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

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

4. Non-Duplication of Coverage

If Coverage is afforded, to any extent, elsewhere in your policy for loss or damage to Covered Property caused by or resulting from an "accident," that Coverage is replaced by the Coverage afforded by this endorsement to the extent that Coverage for such loss or damage is also afforded by this endorsement and subject to all the terms of this endorsement.

F. DEFINITIONS

The following are added to **H. Property Definitions**:

1. "Accident" means a fortuitous event that causes direct physical damage to "covered equipment" resulting from:
 - a. mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. artificially generated electrical current, including electric arcing;
 - c. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - e. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
2. "Covered equipment":
 - a. means Covered Property:
 - (1) that generates, transmits or utilizes energy, including but not limited to, electronic communications and data processing equipment; or
 - (2) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
 - b. does not include any of the following:
 - (1) structures, foundations, cabinet, compartments or air supported structures or buildings;
 - (2) insulating or refractory material;
 - (3) sewer piping, buried vessels or piping, or piping forming a part of a sprinkler system;
 - (4) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
 - (5) "vehicles" or any equipment mounted on a "vehicle";
 - (6) satellites, spacecraft or any equipment mounted on a satellite or spacecraft;
 - (7) draglines, excavation or construction equipment; or
 - (8) equipment manufactured by you for sale.
3. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
4. "One accident" means all "accidents" that are the result of the same event. If an initial "accident" causes other "accidents," all will be considered "one accident".
5. "Perishable stock" means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.
6. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to cars, trucks, buses, trailers, trains, aircraft, watercraft, forklifts, bulldozers, tractors or harvesters. However, any property that is stationary and permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – DATE OR TIME COMPUTER-RELATED AND
OTHER ELECTRONIC PROBLEMS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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

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

1. Any actual or alleged failure, malfunction, or inadequacy of:
 - a. Any of the following, whether belonging to any insured or to others:
 - (1) Computer hardware, including microprocessors or other Electronic Data Processing Equipment as may be described elsewhere in the policy;
 - (2) Computer application software or other Electronic Media and Records as may be described elsewhere in the policy;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b. Any other products and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 1.a. of this endorsement due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 1. of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNERAL HOME BUSINESSOWNERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I – PROPERTY

1. THEFT LIMITATIONS

Section I – Property Limitations paragraph **A.4.c.** items **(1)** and **(2)** are replaced with the following:

(1) \$10,000 for furs, fur garments and garments trimmed with fur.

(2) \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

2. POWER FAILURE – EXPENSE TO MOVE AND STORE DECEASED HUMAN BODIES

The following is added to **Section I - Property Additional Coverages**:

Power Failure – Expense to Move and Store Deceased Human Bodies

We will pay the expense incurred by you to move and store away from the described premises deceased human bodies in order to preserve them from loss or damage caused by or resulting from a failure of power or other utility service supplied to the described premises, however caused, if the cause of the failure occurs away from the described premises. The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

3. LOSS OR DAMAGE TO AUTOS OF OTHERS

The following is added to **Section I - Property Additional Coverages**:

Loss or Damage to Autos of Others

We will pay all sums you legally must pay as damages for direct physical loss of or damage to (including any resulting loss of use) "autos" (including "auto" equipment) left in your care while you are attending, parking or storing the "auto" in connection with your business as a funeral director. Such loss or damage must be caused by or result from a Covered Cause of Loss. Our payment for loss or damage will only be for the account of the owner of the "auto". As used under this coverage, Covered Cause of Loss means any loss or damage not specifically excluded below.

This coverage does not apply to:

1. Liability resulting from any agreement by which you accept responsibility for direct physical loss of or damage to (including any resulting loss of use) "autos" left in your care.
2. Loss or damage due to theft or conversion caused in any way by you or any other insured.
3. An "auto" or other property owned by or rented to an insured.
4. "Auto" equipment that is not permanently installed in the "auto".
5. Personal property left in an "auto".

The following are insureds under this coverage:

1. You.
2. Your partners, executive officers and employees.

We have the right and duty to defend any insured under this coverage against a suit asking for these damages. However, we have no duty to defend any insured against a suit seeking damages for any loss or damage to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance has been exhausted by payment of judgments or settlements.

In addition to the Limit of Insurance, we will pay for the insured:

1. All expenses we incur.
2. The cost of bonds to release attachments in any suit we defend, but only for amounts within the Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in any suit we defend.
5. Prejudgment interest awarded against the insured in any suit we defend on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment in any suit we defend that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that we pay.

For the insurance provided under this coverage, **Section I – C. Limits of Insurance** and **D. Deductibles** are replaced by the following:

1. Regardless of the number of “autos” left in your care, the most we will pay for all loss or damage at each premises in any one occurrence is \$100,000.
2. We will not pay for loss or damage in any one occurrence until the loss or damage exceeds \$500.

As used under this coverage, “auto” means any land motor vehicle, trailer or semi-trailer.

4. PERSONAL PROPERTY OFF PREMISES EXTENSION

The following is added to **Section I -Property Coverage Extensions** paragraph **6.b. Personal Property Off Premises**:

Property covered under this Extension includes personal effects of any deceased human body in your care, custody or control while it is in the course of transit or at a premises you do not own, lease or operate.

5. LAWNS

a. Section I – Property Not Covered paragraphs **A.2.d.** is replaced with the following:

d. Land (including land on which the property is located), water, growing crops or lawns except as provided in the Outdoor Property Coverage Extension.

b. The following is added to **Section I -Property Coverage Extensions** paragraph **A.6.c. Outdoor Property**:

- (1) You may extend the insurance provided by this policy to apply to your lawns including debris removal expense, except we do not pay for usual and customary maintenance and service expenses.
- (2) The most we will pay for loss or damage under the Outdoor Property Coverage Extension includes amounts we pay for loss or damage to lawns.
- (3) The most we will pay for loss or damage under this Extension for any one tree, shrub or plant is amended to \$1,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRINTERS BUSINESSOWNERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I – PROPERTY

1. THEFT OF PATTERNS, DIES, MOLDS AND FORMS

Section I – Property Limitations paragraph **A.4.c.** item **(3)** does not apply.

2. COST TO RESEARCH, REPLACE OR RESTORE LOST INFORMATION

The following is added to **Section I – Coverage Extensions**:

You may extend the insurance that applies to Business Personal Property to include the cost to research, replace or restore lost information on plates, dies, molds, patterns, forms, models, negatives, positives, artwork, separations, stock and similar property usual to the printing, publishing and graphic arts industry for which duplicates do not exist. The loss of information must arise from direct physical loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss. The most we will pay under this Coverage Extension is \$25,000.

3. PRINTING PLATES OF OTHERS – MARRING OR SCRATCHING

Section I – Exclusions item **B.2.I.(7)(c)** is replaced with the following:

(c) Marring or scratching, however, this exclusion does not apply to accidental direct physical loss of or damage to printing plates which are the property of others and in your care, custody or control.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL OFFICE BUSINESSOWNERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I – PROPERTY

1. FRAGILE ARTICLES BREAKAGE

Section I – Property Limitations paragraph **A.4.b.** does not apply.

2. THEFT LIMITATIONS

Section I – Property Limitations paragraph **A.4.c.** is replaced with the following:

c. For loss or damage by theft, the following types of property are covered only up to the limits shown:

(1) \$10,000 for furs, fur garments and garments trimmed with fur.

(2) \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

3. SPOILAGE COVERAGE

Paragraph **J.** of the **Spoilage Coverage**, which is added to the Businessowners Coverage Form by way of endorsement, is replaced by the following:

The most we will pay per location for the coverage provided by this endorsement is \$100,000 unless a higher Spoilage Coverage Limit of Insurance is shown in the Declarations as applicable to a specified premises and then such limit applies to the premises so designated.

The coverage provided by the Spoilage Coverage endorsement is subject to the **Limits of Insurance** of **Section I – Property** and as such will not increase the Limits of Insurance provided in this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPOILAGE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The coverage provided for Business Personal Property under **Section I – Property** is extended to insure against direct physical loss of or damage to "perishable stock" caused by the Covered Cause(s) of Loss, as provided by this endorsement. The following provisions apply to the coverage provided by this endorsement:

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

1. Covered Property

Covered Property means "perishable stock":

- a. Owned by you and used in your business; or
- b. Owned by others and in your care, custody or control.

B. The following is added to Paragraph A.2. Property Not Covered in Section I – Property:

j. Property located:

- (1) On buildings;
- (2) In the open; or
- (3) In vehicles.

C. Paragraph A.3. Covered Causes Of Loss in Section I – Property is replaced by the following:

3. Covered Causes Of Loss

Subject to the exclusions described in Item E. of this endorsement, Covered Causes of Loss means the following:

Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Paragraph A.6. Coverage Extensions in Section I – Property does not apply.

E. Exclusions

1. Of the **Exclusions** contained in Paragraph B.1. in **Section I – Property**, only the following apply to Spoilage Coverage:

- b. Earth Movement;
- c. Governmental Action;
- d. Nuclear Hazard;
- f. War And Military Action; and
- g. Water.

2. The following exclusions are added:

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

- a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b. 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.
- c. The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (1) Lack of fuel; or
 - (2) Governmental order.
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

We will also not pay under this endorsement for loss or damage to "perishable stock" if such loss or damage is covered to any extent by the Spoilage coverage provided under section **A.c. Spoilage** of the Equipment Breakdown Coverage endorsement attached to this policy. Coverage for such loss or damage is provided exclusively by the Equipment Breakdown Coverage endorsement and is subject to all of the terms and conditions of that endorsement.

F. Section D. Deductibles in **Section I – Property** is replaced by the following:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible of \$500. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this endorsement.

G. Conditions

Under **Property Loss Conditions** in **Section I – Property**, Item **d.** of Condition **5. Loss Payment** is replaced by the following:

d. We will determine the value of Covered Property as follows:

- (1) For "perishable stock" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;
- (2) For other "perishable stock", at actual cash value.

H. Paragraph G. Optional Coverages in **Section I – Property** does not apply.

I. The following is added to the **Definitions** in **Section I – Property**:

"Perishable Stock" means property:

- a. Maintained under controlled conditions for preservation; and
- b. Susceptible to loss or damage if the controlled conditions change.

J. Paragraph C. Limits Of Insurance is replaced by the following:

The most we will pay per location for the coverage provided by this endorsement is \$10,000 unless a higher Spoilage Coverage Limit of Insurance is shown in the Declarations as applicable to a specified premises and then such limit applies to the premises so designated.

The coverage provided by the Spoilage Coverage endorsement is subject to the **Limits of Insurance** of **Section I – Property** and as such will not increase the Limits of Insurance provided in this policy.

K. We will also pay for your loss of Business Income and your Extra Expense incurred due to direct physical loss or damage to "perishable stock" caused by the Covered Causes of Loss described under paragraph **C.** of this endorsement. This is not an additional amount of insurance. The Limit of Insurance for the Spoilage Coverage provided by this endorsement also applies to Business Income and Extra Expense and payment for loss of Business Income and Extra Expense is applied against the Spoilage Coverage Limit of Insurance provided by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY SERVICES – TIME ELEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The coverage provided by this endorsement is subject to the provisions of **Section I – Property**, except as provided below.

A. The following is added to Paragraph A. Coverage:

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 in Paragraph **C.** of this endorsement if such property is located outside of a covered building described in the Declarations.

For purposes of the coverage provided by this endorsement and subject to the applicable Limit of Insurance shown in the Schedule of this endorsement, we will only pay for loss of Business Income you sustain and for Extra Expense you incur during the "period of restoration" but not to exceed 12 consecutive months after the date of direct physical loss or damage to the property described in Paragraph **C.** Subject to the above, we will only pay for ordinary payroll expenses for 360 days following the date of direct physical loss or damage to the property described in Paragraph **C.**

B. Exception

Coverage under this endorsement does not apply to Business Income loss or Extra Expense:

1. Related to interruption in utility service which causes loss or damage to "electronic data", including destruction or corruption of "electronic data".
2. If such Business Income loss or Extra Expense is covered to any extent by the Off-Premises Utility Service Interruption Coverage provided by section **A.2.e. Off-Premises Utility Service Interruption** of the Equipment Breakdown Coverage Endorsement attached to this policy, coverage for such Business Income loss and Extra Expense is provided exclusively by the Equipment Breakdown Coverage endorsement attached to this policy and is subject to all of the terms and conditions of that endorsement.

C. Utility Services

1. Water Supply Services, meaning the following types of property supplying water to the described premises:
 - a. Pumping stations; and
 - b. Water mains.
2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - a. Communication transmission lines, including optic fiber transmission lines;
 - b. Coaxial cables; and
 - c. Microwave radio relays except satellites.
3. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - a. Utility generating plants;
 - b. Switching stations;
 - c. Substations;
 - d. Transformers; and
 - e. Transmission lines.

- D. With respect to the coverage provided under this endorsement, Section I Property, Paragraph C. Limits Of Insurance is replaced by the following:**

The most we will pay per location for coverage provided by this endorsement is \$25,000 unless a higher Utility Services – Time Element Limit of Insurance is shown in the Declarations as applicable to a specified premises and then such limit applies to the premises so designated.

E. With respect to the coverage provided under this endorsement, **Section I Property Definitions H.9.a.(1)(a)** is replaced with the following:

9. "Period of restoration":

a. Means the period of time that:

(1) Begins:

(a) 24 hours after the time of direct physical loss or damage for Business Income Coverage; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VETERINARY BUSINESSOWNERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I – PROPERTY

ANIMAL EXPENSE COVERAGE

The following is added to **Section I - Property Additional Coverages**:

Animal Expense Coverage

With respect to animals placed in your custody by their owners for treatment or boarding, we will pay up to:

1. \$1,000 per animal and \$15,000 in any one occurrence for incurred charges for services you have rendered which become uncollectible because of a covered loss to animals.
2. \$1,000 in any one policy year for expenses directed at the recovery of lost or stolen animals. Recovery expenses include advertising and rewards for information leading to the safe return of lost or stolen animals. Recovery expenses also include transportation costs for the safe return of lost or stolen animals.
3. \$2,500 in any one occurrence for expenses you incur removing animals from your premises to preserve them from loss or damage. The removal must be a result of imminent danger to the animals from a covered cause of loss.

The Limits of Insurance set forth in this Additional Coverage are in addition to the Limits of Insurance of **Section I – Property**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK-UP AND SUMP OVERFLOW

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** We will pay for direct physical loss or damage to Covered Property, covered under **Section I – Property**, caused by or resulting from:
1. Water which backs up through or overflows from a sewer or drain; or
 2. Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

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

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

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

- C.** The most we will pay per location for the coverage provided under this endorsement is \$25,000 unless a higher Water Back-Up And Sump Overflow Limit of Insurance is shown in the Declarations as applicable to a specified premises and then such limit applies to the premises so designated.

The coverage provided by the Water Back-Up And Sump Overflow endorsement is subject to the **Limits of Insurance** of **Section I – Property** and as such will not increase the Limits of Insurance provided in this policy.

- D.** We will also pay for your loss of Business Income and your Extra Expense incurred due to a cause of loss described in paragraph **A.** above. This is not an additional amount of insurance. The Limit of Insurance for Water Back-Up and Sump Overflow Coverage also applies to Business Income and Extra Expense and payment for loss of Business Income and Extra Expense is applied against the Water Back-Up and Sump Overflow Limit of Insurance.

- E.** With respect to the coverage provided under this endorsement, Exclusion **B.1.g. Water** in **Section I – Property** is replaced by the following exclusion:

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(3)**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- F.** With respect to the Water Back-Up and Sump Overflow Coverage provided by this endorsement, we do not pay for the drying out of electrical "covered equipment" (as defined in the Equipment Breakdown Coverage Endorsement attached to this policy) required as the result of water that backs up or overflows from a sewer, drain or sump.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER LOCATION AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Paragraph **b.** under **Section II – Liability** item **D. 4. Aggregate Limits** is replaced with the following:

The most we will pay for:

b. All:

- (1)** "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (2)** Plus medical expenses;
- (3)** Plus all "personal and advertising injury" caused by offenses committed;

which cannot be attributed only to operations at a single "location" shown in the Declarations, is twice the Liability and Medical Expenses limit. For all losses, damages and expenses included in paragraph **D.4.b.** which can be attributed only to operations at a single "location", the most we will pay is a separate Per Location Aggregate Limit equal to twice the Liability and Medical Expenses limit shown in the Declarations and which applies separately to each such "location". The Per Location Aggregate Limit does not apply for "bodily injury" or "property damage" that is included in the "products-completed operations hazard", even if the "bodily injury" or "property damage" can be attributed only to operations at a single "location". All payments for "bodily injury" or "property damage" included in the "products-completed operations hazard" are applied against the Aggregate Limits set forth in paragraph **D.4.a.**

B. For the purposes of this endorsement, **F. Liability And Medical Expenses Definitions** under **Section II – Liability** is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

C. The provisions of **D. Liability And Medical Expenses Limits Of Insurance** under **Section II – Liability** not otherwise modified by this endorsement, including but not limited to the last two paragraphs of item **D. 4. Aggregate Limits**, shall continue to apply as stipulated.

2. Solely with respect to the property described in the Schedule of this endorsement, **Section I – Property** item **B. Exclusions** paragraph **2.** does not apply except for:
 - b. **Consequential Losses**
 - f. **Dishonesty**, except this exclusion does not apply to a carrier for hire.
 - i. **Collapse**
 - k. **Neglect**
 - l. **Other Types Of Loss** items **(1), (2)** and **(5)**
3. Solely with respect to the property described in the Schedule of this endorsement, the following exclusion is added:
We will not pay for loss or damage caused by or resulting from any of the following:
Repairing, restoration or retouching. But if repairing, restoration or retouching results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

C. Limits Of Insurance

Solely with respect to the items of property described in the Schedule of this endorsement, **Section I – Property** item **C. Limits of Insurance** is replaced by the following:

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

The coverage provided by the Fine Arts Coverage endorsement is not subject to the Limits of Insurance of Section I – Property.

D. Additional Conditions

Solely with respect to the items of property described in the Schedule of this endorsement, the following conditions apply in addition to the **Property Loss Conditions, Property General Conditions** and **Common Policy Conditions**:

1. Valuation

We agree that the value of an item is the Limit of Insurance shown in the Schedule and that **Section I – Property Loss Conditions** paragraph **E. 5. d.** does not apply.

2. Pair, Sets Or Parts

a. Pair Or Set

In case of loss or damage to any part of a pair or set, we may:

- (1) Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- (2) Pay the difference between the value of the pair or set before and after the loss or damage.

b. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

3. Packing

You agree that the Covered Property will be packed and unpacked by competent packers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEBRIS REMOVAL ADDITIONAL COVERAGE AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Premises No.	Building No.	Amount

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

For any building described in the Schedule of this endorsement, paragraph (4) under **a. Debris Removal** of **Section I – Property A.5. Additional Coverages** is amended to replace any reference to \$10,000 with the amount shown in the Schedule of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTANT CLEAN UP AND REMOVAL COVERAGE
AMENDMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Premises No.	Building No.

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

For any building described in the Schedule of this endorsement, the last paragraph of **h. Pollutant Clean Up And Removal** under **Section I – Property, A.5. Additional Coverages** is replaced with the following:

The most we will pay for each location under this Additional Coverage is \$25,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE DEFINITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **Section I – Property** paragraph **E.5. Loss Payment**:

1. Except for Covered Property described in items **(a)**, **(d)** and **(e)** of subparagraph **E.5.d.(3)**, actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of the loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage. The actual cash value of the lost or damaged property may be significantly less than its replacement cost.
2. Solely with respect to the valuation of Covered Property described in items **(a)**, **(d)** and **(e)** of subparagraph **E.5.d.(3)** of **Section I – Property**, actual cash value is calculated as market value.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TWO OR MORE POLICIES ISSUED BY US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **Section II. E. Liability And Medical Expenses General Conditions**:

If more than one policy issued to you by us or any company affiliated with us applies to the same "occurrence" or offense, the most we will pay for "bodily injury", "property damage" or "personal and advertising injury" arising out of such "occurrence" or offense is the highest applicable Limit of Insurance under any one policy, regardless of the number of policies issued to you by us or any company affiliated with us that apply to the same "occurrence" or offense. This condition does not apply to any policy issued by us or any affiliated company specifically to apply as excess insurance over this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VOLUNTARY PROPERTY DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*	
Limits of Insurance	
"Occurrence"	\$
Annual Aggregate	\$

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

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

A. Under Section II – Liability, we will pay, at your request, for "property damage" to the property of others provided:

1. Such "property damage" occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
2. Such "property damage" arises out of "your work" away from premises owned by, rented to, or occupied by you; and
3. The property damage liability coverage of the policy, to which this endorsement is attached, would extend to "your work" causing such "property damage".

B. The insurance afforded by Paragraph A. of this endorsement is subject to the following additional terms and conditions:

1. Subject to the Annual Aggregate Limit of Insurance set forth in the Schedule of this endorsement, the most we will pay for Voluntary Property Damage Coverage because of "property damage" to which the coverage provided by this endorsement applies and which arises out of any one "occurrence" is the "Occurrence" Limit of Insurance set forth in the Schedule of this endorsement regardless of the number of:
 - a. insureds;
 - b. claims made or "suits" brought; or
 - c. persons or organizations making claims or bringing "suits".

The "Occurrence" Limit of Insurance shown in the Schedule of this endorsement is included within and not in addition to the Liability and Medical Expenses Limit provisions of **Section II. D. Liability and Medical Expenses Limits Of Insurance** paragraph 2.

2. The Annual Aggregate Limit of Insurance set forth above in the Schedule of this endorsement is the most we will pay for all "property damage" to which the Voluntary Property Damage Coverage provided by this endorsement applies.
3. The Annual Aggregate Limit of Insurance 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 Annual Aggregate Limit of Insurance set forth in the Schedule of this endorsement unless applicable state law requires us to provide unimpaired aggregate limits of insurance for such period of extension. In that event, the aggregate limit for such period of extension will be equal to the Annual Aggregate Limit of Insurance set forth in the Schedule of this endorsement.

4. Any and all damages paid under the terms and conditions of this endorsement will further be applied against and will reduce the applicable Aggregate Limit as provided **under Section II.D.4. Aggregate Limits.**
5. Deductible - Our obligation under this endorsement to pay damages on your behalf applies only to the amount of "property damage" as the result of any one "occurrence" in excess of the deductible amount of \$500, regardless of the number of persons or organizations who sustain damages because of that "occurrence".

The terms of this insurance, including those with respect to:

- a. Our right and duty to defend any "suits" seeking those damages; and
- b. Your duties in the event of any "occurrence", offense, claim or "suit";
apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

6. Settlement – In the event of loss covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
 7. The insurance provided by this endorsement is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builders' Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.
- C. Solely for the purposes of the insurance afforded by this endorsement, **Section II. B. Exclusions** is amended as follows:
1. Subparagraphs (3), (4) and (5) of **Exclusion k. Damage to Property** do not apply to the extent that coverage is provided by paragraph A. of this endorsement.
 2. The following exclusions are added:
The insurance provided by this endorsement does not apply to "property damage":
 - a. To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
 - b. To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
 - c. To property owned by, or rented by, an insured or any "employee" of the insured.
 - d. To property that is money and securities.

All other Exclusions, Terms and Conditions of the Policy to which this endorsement is attached continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TOBACCO HEALTH HAZARDS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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

- A.** This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:
- 1.** “Health hazards” from use of “tobacco products”;
 - 2.** “Health hazards” caused or contributed to by second hand smoke from “tobacco products”;
 - 3.** The furnishing of “tobacco products” to any person; or
 - 4.** Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of “tobacco products”. This exclusion applies to all “bodily injury”, “property damage” or “personal and advertising injury” that would not have occurred but for the use, handling, gift, distribution or sale of any “tobacco product” regardless of:
 - a.** any other causes, acts, omissions or events contributing concurrently or in any sequence to the “bodily injury”, “property damage” or “personal and advertising injury” even if any other contributing cause, act, omission or event would not, standing alone, be included within items **1.** through **4.** above;
 - b.** whether the “tobacco product” was manufactured (in whole or in part), sold, handled or distributed by you, others on your behalf or any other person or entity;
 - c.** whether you have assumed liability for the “bodily injury”, “property damage”, or “personal and advertising injury” by contract, whether or not such contract is an “insured contract”; or
 - d.** how the claim is characterized.
- B.** The following definitions are added to **Section II – Liability, F. Liability and Medical Expenses Definitions**:

“Health hazards” include but are not limited to the actual or alleged emergence, contraction, aggravation or exacerbation or fear of the emergence, contraction, aggravation or exacerbation of any form of cancer, cancerous or precancerous condition, arteriosclerosis, heart disease, emphysema, lung disease or other injury, disease, malady or impairment of the health of the human body arising out of, in whole or in part, the:

- a.** ingestion, consumption, inhalation or use of; or
- b.** exposure to the ingestion, consumption, inhalation or use of any “tobacco product”.

“Tobacco product” includes, but is not limited to, tobacco (including raw and cured tobacco), cigars and cigar wrappers, pipes and pipe tobacco, cigarettes and cigarette paper, cigarette filters, snuff, chewing tobacco, smokeless tobacco products, tobacco substitutes, smoking cessation products, nicotine replacement or supplement products, gaseous or solid residues or byproducts of tobacco use or consumption, smoke from any of the above, or any chemical, mineral or other product sprayed on, applied to or found within or used in conjunction with, any of the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS PERSONAL PROPERTY – SEASONAL INCREASE
(PERCENTAGE) AMENDMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Premises No.	Building No.	Business Personal Property - Seasonal Increase (Percentage)

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

For any building described in the Schedule of this endorsement, the percentage shown in paragraph **a.** of **Section I.C.5. Business Personal Property Limit – Seasonal Increase** is replaced by the corresponding percentage shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM ASSOCIATION DIRECTORS AND OFFICERS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Directors And Officers Liability Annual Aggregate Limit Of Insurance	\$
Deductible	\$
Retroactive Date: _____	Extended Reporting Period:
*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE AND, SUBJECT TO ALL OF ITS PROVISIONS, APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AFTER THE END OF THE POLICY PERIOD UNLESS THE EXTENDED REPORTING PERIOD APPLIES. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS IT WITH YOUR INSURANCE AGENT.

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

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

1. Insuring Agreement - Management Liability

We will pay on behalf of an "insured person" "loss" which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during the Extended Reporting Period as described in Paragraph **G.**, if purchased, except to the extent that you have indemnified the "insured person" for such "loss". However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

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

- a.** Such spousal status, or
- b.** Such spouse's ownership interest in property or assets that are sought as recovery for the "wrongful act" committed or allegedly committed by the "insured person",

all "loss" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this policy as "loss" which the "insured person" becomes legally obligated to pay as a result of the "claim" made against such "insured person". Such "loss" to the spouse will be covered under this policy only if and to the extent such "loss" would be covered if incurred by the "insured person". However, a spouse is not an "insured" for a "claim" arising out of any "wrongful act" committed or allegedly committed by the spouse.

"Claims" arising out of the "wrongful acts" of an "insured person" made against:

- a.** The estate, heirs or legal representatives of a deceased "insured person" and
- b.** The legal representative of an "insured person" in the event of incompetence, insolvency or bankruptcy

will be deemed to be "claims" against an "insured person" but only if and to the extent that, in the absence of such death, incompetence, insolvency or bankruptcy of the "insured person", such "claims" would have been covered by this policy according to this endorsement's terms, conditions and exclusions.

2. Insuring Agreement - Association Reimbursement

We will pay on behalf of the "association" "loss" for which the "association" has indemnified an "insured person", as permitted or required by law, and which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during the Extended Reporting Period, as described in Paragraph **G.**, if purchased. However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

3. Insuring Agreement - Association Liability

We will pay on behalf of the "association" "loss" which the "association" becomes legally obligated to pay as a result of a "claim" first made against the "association" during the policy period or during the Extended Reporting Period as described in Paragraph **G.**, if purchased. However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

We will have the right and duty to defend any "claim" made against the "insured" under Paragraph **A.1.** and Paragraph **A.3.** above. However, we will have no duty to defend the "insured" against any "suit" seeking damages because of a "loss" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim" that may result.

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

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

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

- a. Arising in fact out of any dishonest, malicious, fraudulent or deliberately criminal act or any willful violation of any statute or regulation.
- b. For "bodily injury", except when allegations of mental or emotional distress are made in a "claim" arising from a "wrongful employment practices act"; or for "property damage."
- c. Arising in fact out of the gaining of any profit, remuneration or advantage to which any "insured" was not legally entitled.
- d. Arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Schedule of this endorsement.
- e. Arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given, under any insurance policy of which this policy is a renewal or replacement.
- f. Arising out of any demand, suit, or other proceeding against any "insured" which was pending on or existed prior to the Retroactive Date, if any, shown in the Schedule of this endorsement, or arising out of the same or substantially the same facts, circumstances or allegations which are the subject of, or the basis for, such demand, suit, or other proceeding
- g. Arising out of any actual or alleged failure or omission on the part of any "insured" to effect or maintain insurance.
- h. Arising out of any "wrongful act" committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.
- i. Brought by or on behalf of the "association" or any "insured person", in any capacity, except:
 - (1) A "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured person's" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association"; or

- (2) A "claim" arising out of a "wrongful employment practices act".
- j. For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local or statutory law or common law.
 - k. For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:
 - (1) The "association" would have been liable in the absence of such contract or agreement; or
 - (2) Allegations of liability or breach of such contract or agreement are made in a "claim" arising out of a "wrongful employment practices act";
 - l. Arising out of "personal and advertising injury."
 - m. Based upon, attributable to, or arising out of:
 - (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
 - (2) Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (3) A "claim" or suit brought by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants"; including without limitation any "claim" by or on behalf of the "association".
 - n. Arising out of the dispersal or application of pathogenic or poisonous biological or chemical materials, nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident, however caused.
 - o. Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.

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

- C. For the purposes of the coverage provided by this endorsement, **Section II. C. Who Is An Insured** is replaced by the following:
 - 1. The "association" is an "insured".
 - 2. "Insured persons" are "insureds".
- D. For the purposes of the coverage provided by this endorsement, Paragraph **D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

1. Annual Aggregate Limit of Insurance

The most we will pay for all "loss" under Paragraph **A.1.**, or Paragraph **A.2.**, or Paragraph **A.3.**, separately or combined, resulting from all "claims" first made during the policy period and the Extended Reporting Period as described in Paragraph **G.**, if purchased, is the Directors and Officers Liability Annual Aggregate Limit of Insurance shown in the Schedule of this endorsement.

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

"Claims expenses" are part of the "loss" and are not payable by us in addition to the Limit of Insurance, but are payable within the Limit of Insurance shown in the Schedule of this endorsement, thereby reducing that Limit of Insurance.

2. Deductible

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

If "loss" resulting from a single "claim" is covered in whole or in part under more than one coverage in Paragraph A., the Deductible will be applied separately to that part of the "loss" covered by each such coverage.

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

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

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

1. The "insured" must see to it that we are notified as soon as practicable of an incident which may result in a "wrongful act". To the extent possible, notice should include:
 - a. How, when and where the incident took place;
 - b. The names and addresses of any person involved in the specific "wrongful act", including names and addresses of the potential claimants;
 - c. Particulars as to the reasons for anticipating a "claim" which may result from such specific "wrongful act";
 - d. The nature of the alleged or potential damages arising from such specific "wrongful act"; and
 - e. The circumstances by which the "insureds" first became aware of the specific "wrongful act".
2. If a "claim" is received by an "insured", the "insured" must:
 - a. Immediately record the specifics of the "claim" and the date received; and
 - b. Notify us, in writing, as soon as practicable.
3. The "insured" must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the "claim"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of "wrongful acts" to which this insurance may also apply.
4. No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

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

1. Consent To Settle

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

2. Representations

By accepting this policy, the "insureds" agree that:

- a. The statements in the application are accurate and complete;
- b. Those statements are based upon representations the "insureds" made to us; and
- c. We have issued this policy in reliance upon the "insureds'" representations.

G. Extended Reporting Period

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

1. The "insured" will have the right to purchase an Extended Reporting Period from us if:
 - a. This endorsement is cancelled or not renewed for any reason; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply on a claims-made basis.
2. An Extended Reporting Period, as specified in Paragraph **G.1.** above, lasts three years and is available only for an additional premium.
3. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
 - a. The "claim" is first made during the Extended Reporting Period;
 - b. The "wrongful act" occurs before the end of the policy period; and
 - c. The incident out of which the "wrongful act" arose did not commence before the Retroactive Date.
4. The "insured" must give us a written request for the Extended Reporting Period within 30 days after the end of the policy period or the effective date of cancellation of this coverage, whichever comes first.
5. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium or deductible you owe us for coverage provided under this endorsement. Once in effect, the Extended Reporting Period may not be cancelled. The premium for the Extended Reporting Period endorsement will be deemed fully earned as of the date it is purchased.
6. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - a. The exposures insured;
 - b. Previous types and amounts of insurance;
 - c. Limit of Insurance available under this endorsement for future payment of damages; and
 - d. Other related factors.The additional premium may not exceed 100% of the annual premium for this endorsement.
7. There is no separate or additional Limit of Insurance for the Extended Reporting Period. The Limit of Insurance available during the Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the aggregate Limit of Insurance available at the time this policy was cancelled or non-renewed.

H. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph **F. Liability And Medical Expenses Definitions** of the policy:

1. "Association" means the condominium association named in the Declarations.
2. "Claim" means:
 - a. A written demand for monetary or non-monetary damages against any "insured";
 - b. A civil proceeding against any "insured" commenced by the service of a complaint or similar pleading;
 - c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or
 - d. A formal administrative or regulatory proceeding against any "insured" commenced by the filing of a notice of charges, formal investigative order or similar document;for a "wrongful act", including any appeal therefrom.

3. "Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".
4. "Financial insolvency" means the status of the "association" resulting from:
 - a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or
 - b. The "association" becoming a debtor in possession.
5. "Insured" means the "association" and the "insured persons".
6. "Insured person" means any former, present or future director, officer or trustee of the "association".
7. "Interrelated wrongful act" means all causally connected "wrongful acts".
8. "Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments. "Loss" does not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, taxes, or matters that are uninsurable pursuant to applicable law.
9. "Wrongful act" includes a "wrongful employment practices act" and means:
 - a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other position or capacity.
 - b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association".
10. "Wrongful employment practices act" means any actual or alleged:
 - a. Wrongful dismissal, discharge or termination of employment;
 - b. Breach of any implied employment contract;
 - c. Employment-related misrepresentation;
 - d. Violation of any federal, state, or local statute, regulation, ordinance, or common law concerning employment or discrimination in employment;
 - e. Sexual harassment (as that term is defined by the federal Equal Employment Opportunity Commission) or other illegal workplace harassment;
 - f. Wrongful failure to employ or promote;
 - g. Wrongful reference, discipline or deprivation of a career opportunity;
 - h. Failure to grant tenure or adopt adequate workplace or employment policies and procedures; or
 - i. Illegal retaliatory treatment.

2. Solely with respect to Covered Property as defined in paragraph **A.1.** above, **Section I – Property** item **B. Exclusions** paragraph **2.** does not apply except for:
 - a. **Electrical Apparatus**
 - b. **Consequential Losses**
 - f. **Dishonesty**, except this exclusion does not apply to a carrier for hire.
 - i. **Collapse**
 - k. **Neglect**
 - l. **Other Types Of Loss** items **(1), (2)** and **(5).**
3. Solely with respect to Covered Property as defined in paragraph **A.1.** above, the following exclusions are added: We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Misdelivery or shortage disclosed upon taking inventory.
 - b. Any process usual to your business or loss caused by actual work performed on the Covered Property. But, if loss or damage caused by fire or explosion results, we will cover the resulting loss or damage.
 - c. Theft from any unattended vehicle unless at the time of the theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry. This exclusion does not apply to a carrier for hire.
 - d. Careless or rough handling or disregard of reasonable precautions by you or your employees.

C. Limits Of Insurance

Solely with respect to Covered Property as defined in paragraph **A.1.** above, **Section I – Property** item **C. Limits of Insurance** is replaced by the following:

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

The coverage provided by the Customers' Property Coverage endorsement is not subject to the Limits of Insurance of **Section I – Property**.

D. Additional Conditions

Solely with respect to Covered Property as defined in paragraph **A.1.** above, the following conditions apply in addition to the **Property Loss Conditions, Property General Conditions** and **Common Policy Conditions**:

1. Valuation

With regard only to Covered Property owned by others and accepted by you for storage, we agree that the value of such property is the amount the customer declared on the receipt for such property and that **Section I – Property Loss Conditions** paragraph **E. 5. d.** does not apply.

2. Pair, Sets Or Parts

a. Pair Or Set

In case of loss or damage to any part of a pair or set, we may:

- (1) Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- (2) Pay the difference between the value of the pair or set before and after the loss or damage.

b. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

3. Solely with respect to the property described in the Schedule of this endorsement, the following exclusions are added:

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

- a. Processing or work upon the property. But if such processing or work upon the property results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.
- b. Careless or rough handling or disregard of reasonable precautions by you or your employees.

C. Limits Of Insurance

Solely with respect to the property described in the Schedule of this endorsement, **Section I – Property** item **C. Limits of Insurance** is replaced by the following:

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

The coverage provided by the Miscellaneous Property Coverage endorsement is not subject to the Limits of Insurance of Section I – Property.

D. Additional Condition

Solely with respect to the property described in the Schedule of this endorsement, the following condition applies in addition to the **Property Loss Conditions, Property General Conditions** and **Common Policy Conditions**:

1. Pair, Sets Or Parts

a. Pair Or Set

In case of loss or damage to any part of a pair or set, we may:

- (1) Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- (2) Pay the difference between the value of the pair or set before and after the loss or damage.

b. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS, SILICA, SILICA-RELATED DUST OR TALC

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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

B. Exclusions

1. Applicable to Business Liability Coverage

This insurance does not apply to:

ASBESTOS, SILICA, SILICA-RELATED DUST OR TALC

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "asbestos", "silica", "silica-related dust" or "talc".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of "asbestos", "silica", "silica-related dust" or "talc".
3. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "asbestos", "silica", "silica-related dust" or "talc".
4. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "asbestos", "silica", "silica-related dust" or "talc" by any insured or by any other person or entity.

B. The following definitions are added to Paragraph **F. Liability And Medical Expenses Definitions** in **Section II – Liability**:

1. "Asbestos" means the mineral in any form including but not limited to fibers or dust.
2. "Silica" means the group of minerals called silicates including but not limited to silica or silicon dioxide (occurring in crystalline, amorphous and impure forms) in any form including but not limited to silica particles, silica dust or silica compounds.
3. "Silica-related dust" means a mixture or combination of silica and other dust particles.
4. "Talc" means magnesium silicate hydroxide (a mineral that is part of the silicate group and in some forms is also known as soapstone) and includes the mineral in any form including but not limited to fibers or dust.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARTHQUAKE AND VOLCANIC ERUPTION
(SUB-LIMIT FORM)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Earthquake And Volcanic Eruption Limit Of Insurance	\$
Earthquake And Volcanic Eruption Deductible	\$

Excluded Property:		
Premises No.	Building No.	Property

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

Only with respect to the coverage provided by this endorsement, **Section I – Property** is amended as follows:

A. The following are added to A. 3. Covered Causes of Loss:

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

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

B. The following Exclusions, Limitations and Related Provisions are added:

1. The coverage provided under this endorsement does not apply to any Excluded Property shown in the Schedule of this endorsement.
2. To the extent that the Earth Movement Exclusion might conflict with coverage provided under this endorsement, the Earth Movement Exclusion does not apply.
3. The exclusion of collapse does not apply to collapse caused by Earthquake or Volcanic Eruption.
4. The Additional Coverage – Collapse does not apply to the coverage provided under this endorsement. This endorsement includes coverage for collapse caused by Earthquake or Volcanic Eruption.
5. We will not pay for loss or damage caused directly or indirectly by tidal wave or tsunami, even if attributable to an Earthquake or Volcanic Eruption.
6. We will not pay for loss or damage caused by or resulting from any Earthquake or Volcanic Eruption that begins before the inception of this insurance.

7. As set forth under **Section I – Property** paragraph **2. Property Not Covered**, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land.

C. The following is added to **Section I – Property** paragraph **C. Limits of Insurance**:

1. The Earthquake and Volcanic Eruption Limit of Insurance shown in the Schedule of this endorsement is the most we will pay in a single Earthquake or Volcanic Eruption (as defined in Section **A.** of this endorsement) for all loss or damage to all covered property and locations caused by the Earthquake or Volcanic Eruption. If there is more than one Earthquake or Volcanic Eruption in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Earthquake or Volcanic Eruption is two (2) times the Earthquake and Volcanic Eruption Limit of Insurance.
2. If a single Earthquake or Volcanic Eruption (as defined in Section **A.** of this endorsement) begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance applicable to the following annual policy period will not apply to such Earthquake or Volcanic Eruption.
3. The Earthquake and Volcanic Eruption Limit of Insurance is not an additional Limit of Insurance. Subject to paragraphs **C.1.** and **2.** above, the most we will pay in a single loss to which Earthquake, Volcanic Eruption and any other Covered Cause of Loss contribute to the damage in any combination, concurrently or in any sequence, is the Limit of Insurance applicable to the other Covered Causes of Loss.
4. Amounts payable under Additional Coverages, Coverage Extensions or Endorsements, as set forth under this policy, do not increase the Earthquake and Volcanic Eruption Limit of Insurance. The Earthquake and Volcanic Eruption Limit of Insurance also applies to these coverages and payment for loss under these coverages is applied against the Earthquake and Volcanic Eruption Limit of Insurance.

D. **Section I – Property** paragraph **D. Deductibles** is replaced by the following:

1. The Deductible provisions apply to each Earthquake or Volcanic Eruption.
2. We will not pay for loss or damage arising from a single Earthquake or Volcanic Eruption (as defined in Section **B.** of this endorsement) until the amount of loss or damage exceeds the Earthquake and Volcanic Eruption Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.
3. No deductible applies to the following Additional Coverages:
 - a. Business Income; or
 - b. Extra Expense.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD (SUB-LIMIT FORM)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Flood Limit Of Insurance	\$
Flood Deductible	\$

Excluded Property:		
Premises No.	Building No.	Property

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

Only with respect to the coverage provided by this endorsement, **Section I – Property** is amended as follows:

A. The following is added to A. 3. Covered Causes of Loss:

Flood, meaning a general and temporary condition of partial or complete inundation of normally dry land areas due to:

1. The overflow of inland or tidal waters;
2. The unusual or rapid accumulation or runoff of surface waters from any source; or
3. Mudslides or mudflows which are caused by flooding as defined in **A.2.** above. For the purpose of this Covered Cause Of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.

All flooding in a continuous or protracted event will constitute a single flood.

B. The following Exclusions, Limitations and Related Provisions are added:

1. The coverage provided under this endorsement does not apply to any Excluded Property shown in the Schedule of this endorsement.
2. To the extent that a part of the Water Exclusion might conflict with coverage provided under this endorsement, that part of the Water Exclusion does not apply.
3. To the extent that a tsunami or tidal wave causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion does not apply.
4. We will not pay for any loss or damage caused by or resulting from any Flood that begins before or within 72 hours after the inception date of this endorsement. If you request and we provide an increase in the stated Limit of Insurance for Flood, the increase will not apply to loss or damage from any Flood that begins before or within 72 hours after your request was made.

If the Flood is due to the overflow of inland or tidal waters, then the Flood is considered to begin when the water first overflows its banks.

5. We will not pay for loss or damage caused by or resulting from destabilization of land arising from the accumulation of water in subsurface land areas.
6. As set forth under **Section I – Property** paragraph **2. Property Not Covered**, land is not covered property. Coverage under this endorsement does not include the cost of restoring or remediating land due to the collapse or sinking of land caused by or resulting from Flood, nor is coverage provided for the cost of excavations, grading, backfilling or filling. However, coverage under this endorsement includes damage to the covered portions of the building and to covered personal property, caused by collapse or sinking of land along the shore of a body of water as the result of erosion or undermining caused by waves or currents of water which exceed the cyclical levels and cause Flood.
7. We do not cover loss or damage by Flood to personal property in the open.
8. **Section I – Property** paragraph **2. Property Not Covered** is amended and supplemented as follows with respect to Flood Coverage:
 - a. Property Not Covered includes any building or other property that is not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq. and the Coastal Barrier Improvement Act of 1990, Pub. L. 101-591, 16 U.S.C. 3501 et seq.
 - b. Property Not Covered includes boat houses and open structures, and any property in or on the foregoing, if the structure is located on or over a body of water.
 - c. Property Not Covered includes bulkheads, pilings, piers, wharves, docks, or retaining walls that are not part of a building.
9. We will not pay for loss or damage caused by sewer back-up or overflow unless such back-up or overflow results from Flood and occurs within 72 hours after the flood recedes.
- C. With respect to Flood Coverage, the Debris Removal Additional Coverage (and any additional limit for Debris Removal under a Limit of Insurance clause or an endorsement) is not applicable and is replaced by the following:
 1. We will pay your expense to remove debris of Covered Property and other debris that is on premises covered under this endorsement, when such debris is caused by or results from Flood. However, we will not pay to remove deposits of mud or earth from the grounds of such premises.
 2. We will also pay the expense to remove debris of Covered Property that has floated or been hurled off premises covered under this endorsement by Flood.
- D. With respect to Flood Coverage, the Coverage Extension for Newly Acquired or Constructed Property is amended by adding the following:
 1. With respect to Flood Coverage, this Coverage Extension does not apply to any building or structure that is not fully enclosed by walls and roof.
 2. With respect to a building or structure covered under this Coverage Extension, the amounts of coverage stated in the Coverage Extension do not apply to Flood Coverage. Instead, the most we will pay for all loss or damage to property covered under this Coverage Extension is 10% of the Flood Limit of Insurance.
- E. The following is added to **Section I – Property** paragraph **C. Limits of Insurance**:
 1. The Flood Limit of Insurance shown in the Schedule of this endorsement is the most we will pay in a single occurrence of Flood for all loss or damage to all covered property and locations caused by the Flood. If there is more than one Flood in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Flood is two (2) times the Flood Limit of Insurance.
 2. If a single occurrence of Flood begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance applicable to the following annual policy period will not apply to that Flood.
 3. The Flood Limit of Insurance is not an additional Limit of Insurance. Subject to paragraphs **E. 1.** and **2.** above, the most we will pay in a single loss to which Flood and any other Covered Cause of Loss contribute to the damage in any combination, concurrently or in any sequence, is the Limit of Insurance applicable to the other Covered Causes of Loss.
 4. Amounts payable under Additional Coverages, Coverage Extensions or Endorsements, as set forth under this policy, do not increase the Flood Limit of Insurance. The Flood Limit of Insurance also applies to these coverages and payment for loss under these coverages is applied against the Flood Limit of Insurance.
- F. **Section I – Property** paragraph **D. Deductibles** is replaced by the following:
 1. The Deductible provisions apply to each Flood.

2. We will not pay for loss or damage arising from a single Flood until the amount of loss or damage exceeds the Flood Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.
 3. We will not pay that part of the loss that is attributable to any Deductible(s) in the National Flood Insurance Program policy.
- G.** The Other Insurance Conditions are replaced by the following with respect to the coverage provided under this endorsement:
1. If the loss is also covered under a National Flood Insurance Program (NFIP) policy, or if the property is eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. We will not, under any circumstances, pay more than the applicable Limit of Insurance for Flood as stated in the Schedule of this endorsement.
However, this Provision **G.1.** does not apply under the following circumstances:
 - a. At the time of loss, the property is eligible to be written under an NFIP policy but such policy is not in effect due solely to ineligibility of the property at the time this Flood coverage endorsement was written; or
 - b. An NFIP policy is not in effect because we have agreed to write this Flood coverage endorsement without underlying NFIP coverage.
 2. If there is other insurance covering the loss, other than that described in **G.1.** above, we will pay our share of the loss. Our share is the proportion that the applicable Limit of Insurance under this endorsement bears to the total of the applicable Limits of Insurance under all other such insurance. But we will not pay more than the applicable Limit of Insurance stated in the Schedule of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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

B. Exclusions

1. Applicable to Business Liability Coverage

This insurance does not apply to:

LEAD LIABILITY

- (1)** “Bodily injury”, “property damage” or “personal and advertising injury” arising out of or caused by the actual or alleged:
 - (a)** exposure to or existence of lead, paint containing lead, or any other material or substance containing lead; or
 - (b)** manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead;whether or not the lead is or was at any time airborne as a particle contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever.

- (2)** Any legal obligation of any insured for indemnification or contribution due to damages arising out of “bodily injury”, “property damage” or “personal and advertising injury” caused by lead, paint containing lead, or any other substance or material containing lead.

- (3)** Any loss, cost, expense or damages, whether direct or consequential, arising out of any:
 - (a)** request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead, or in any way respond to, or assess the effects of lead; or
 - (b)** claim or suit relating to, testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – GRANTOR OF FRANCHISE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name of Person or Organizations

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

Paragraph **C. Who Is An Insured** under **Section II – Liability** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as grantor of a franchise to you.

Such person or organization is not an insured with respect to “bodily injury”, “property damage” and “personal and advertising injury” unless such “bodily injury”, “property damage” and “personal and advertising injury” is caused, in whole or in part, by acts or omissions of you or those acting on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VETERINARIAN PROFESSIONAL LIABILITY COVERAGE EXTENSION
STATE REVIEW BOARD EXPENSES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

We will pay the expenses incurred by you if you are required to appear before any state veterinary review board or board of medical examiners. Expenses we will pay include attorney's fees and other reasonable cost for court reporters and expert witnesses. We will not pay any fines, penalties or compensation you may be required to pay as a result of any disciplinary action against you. We will not pay your loss of wages or other business interruption expenses associated with your case or appearance.

The most we will pay under this additional coverage is \$10,000 in any one policy period.



BUSINESSOWNERS POLICY DECLARATIONS

Policy Number:

Named Insured and Mailing Address:

Agent Name and Mailing Address:

Agency Code:

Phone Number:

Policy Period: FROM: _____ TO: _____ At 12:01 AM Standard Time at your mailing address

Business Description:

Form of Business:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$.

PREMISES INFORMATION - ADDRESSES

SEE SCHEDULE GU-7005

SECTION I - PROPERTY COVERAGE, LIMITS OF INSURANCE, DEDUCTIBLES

SEE BUSINESSOWNERS SUPPLEMENTAL DECLARATIONS BOP-7034

SECTION II - LIABILITY

	Limit of Insurance
Liability and Medical Expenses	\$ _____
Medical Expenses	\$ _____

SEE BUSINESSOWNERS SUPPLEMENTAL DECLARATIONS BOP-7034

TOTAL PREMIUM \$ _____

FORMS AND ENDORSEMENTS MADE A PART OF THIS POLICY:

SEE SCHEDULES GU-7004 and GU-7009

BUSINESSOWNERS SUPPLEMENTAL DECLARATIONS

Policy Number:

Policy Period: FROM: _____ TO: _____

PREMISES INFORMATION – ADDRESSES

Premises No.	Building No.	Address
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PREMISES INFORMATION – OCCUPANCY / CONSTRUCTION / PROTECTION CLASS

Premises No.	Building No.	Occupancy	Construction	Protection Class
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PROPERTY COVERAGE – BUILDING / BUSINESS PERSONAL PROPERTY

Premises No.	Building No.	Type of Property (Building or Business Personal Property)	Actual Cash Value - Building Option (Yes or No)	Automatic Increase - Building Limit (Percentage)	Limit of Insurance
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PROPERTY DEDUCTIBLES

Premises No.	Deductible	Windstorm Or Hail Percentage Deductible
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PREMISES COVERAGE

Premises No.	Building No.	Coverage	Limit of Insurance
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COMMERCIAL LINES COMMON POLICY DECLARATIONS

Policy Number:

Named Insured and Mailing Address:

Agent:

Agency Code:
Phone Number:

Policy Period: From: To: at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Form of Business:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$.

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

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Crime and Fidelity Policy Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Commercial Liability Umbrella Policy	
	Sub-Total
Fees and Surcharge - See Schedule GU-7015 (If Applicable)	
	Total

**FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY:
SEE SCHEDULES GU-7004 and GU-7009**

POLICY CHANGES

Policy Number:

Named Insured:

Agency/Producer Code:

Policy Period: From: _____ To: _____

CHANGE EFFECTIVE _____ CHANGE # _____

DESCRIPTION

Original Premium \$ _____ New Premium \$ _____ Total Add'l/Return Premium \$ _____

Company name goes here

ADDITIONAL INSURED SCHEDULE

Policy Number:

Policy Period: From:

To:

Company name goes here

ADDITIONAL INTEREST SCHEDULE

Policy Number:

Policy Period: From:

To:

Company name goes here

FORM SCHEDULE

Policy Number:

Policy Period: From:

To:

Form	Edition	Description
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Company name goes here

LOCATION SCHEDULE

Policy Number:

Policy Period: From:

To:

Premis.	Bldg.	
No.	No.	Address

Company name goes here

LOSS PAYEE SCHEDULE

Policy Number:

Policy Period: From:

To:

Company name goes here

MORTGAGEE SCHEDULE

Policy Number:

Policy Period: From:

To:

Company name goes here

NAMED INSURED SCHEDULE

Policy Number:

Policy Period: From:

To:

Company name goes here

DECLARATIONS PAGE EXTENSION

IMPORTANT INFORMATION

Policy Number:

Policy Period: From:

To:

BLANKET INSURANCE SCHEDULE - BUSINESSOWNERS

Policy Number:
Policy Period: From: _____ To: _____

Blanket Number	Premises No.	Building No.	Covered Property	Exposure	Blanket Limit of Insurance
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Company Name goes here

FEES AND SURCHARGE SCHEDULE

Policy Number:

Policy Period: From:

To:

Policy Number:

Policy Period: From: To:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

All other terms and conditions of this Policy remain unchanged.

Policy Number:

Policy Period: From: To:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

All other terms and conditions of this Policy remain unchanged.

Harleysville Mutual Insurance Company



This policy jacket with the policy provisions, declarations or information page, and endorsements, if any, completes this policy.

We will provide insurance described in this policy in return for the premium and compliance with all applicable policy provisions.

Mutual Conditions

This policy is non-assessable. Upon acceptance of this policy, the insured becomes a member of the Company but such membership shall terminate if and when the policy of insurance shall be terminated, without renewal, for any reason whatsoever. The insured shall participate in the distribution of dividends to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provision of law.

Annual Meeting

As a member of the Company the insured is entitled to vote either in person or by proxy at any and all meetings of the said Company. The Annual Meeting is held in the Company's home office, Harleysville, Pennsylvania on the fourth Wednesday of April in each year at 11:00 o'clock a.m. The inclusion of this notice in this policy shall constitute notice of the time and place of the Annual Meeting.

In Witness Whereof, the Company has caused this policy to be executed and attested.



Michael L. Browne
President & Chief Executive Officer



Robert A. Kauffman
Secretary

Harleysville
Worcester
Insurance
Company



This policy jacket with the policy provisions, declarations or information page, and endorsements, if any, completes this policy.

We will provide insurance described in this policy in return for the premium and compliance with all applicable policy provisions.

In Witness Whereof, the Company has caused this policy to be executed and attested.



Dennis Otmaskin
President



Robert A. Kauffman
Secretary

Harleysville Preferred Insurance Company



This policy jacket with the policy provisions, declarations or information page, and endorsements, if any, completes this policy.

We will provide insurance described in this policy in return for the premium and compliance with all applicable policy provisions.

In Witness Whereof, the Company has caused this policy to be executed and attested.



Michael L. Browne
President & Chairman



Robert A. Kauffman
Secretary

**Harleysville
Insurance
Company**
A Stock Company



This policy jacket with the policy provisions, declarations or information page, and endorsements, if any, completes this policy.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions

In Witness Whereof, the Company has caused this policy to be executed and attested.



Michael L. Browne
President & Chief Executive Officer



Robert A. Kauffman
Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESIDENTIAL PROPERTY PROTECTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Solely with respect to the coverage provided by this endorsement and for the locations designated in the Schedule for this endorsement (BOP-7047), the following coverages are added to **Section I – Property**.

I. ORDINANCE OR LAW

A. Coverage

1. Coverage 1 – Coverage For Loss To The Undamaged Portion Of The Building

With respect to a covered building that has sustained covered direct physical damage, we will pay under **Coverage 1** for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building. **Coverage 1** is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. **Coverage 1** does not increase the Limit of Insurance.

2. Coverage 2 – Demolition Cost Coverage

With respect to a covered building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

3. Coverage 3 – Increased Cost Of Construction Coverage

With respect to a covered building that has sustained covered direct physical damage, we will pay the increased cost to:

- a. Repair or reconstruct damaged portions of that building; and/or
- b. Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of an ordinance or law.

However:

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

B. Application Of Coverage(s)

Coverage 1, 2 and/or 3 apply only if both **B.1.** and **B.2.** are satisfied and are then subject to the qualifications set forth in **B.3.**

1. The ordinance or law:

- a. Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- b. Is in force at the time of loss.

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

2. The building sustains direct physical damage:

- a. That is covered under this policy and such damage results in enforcement of the ordinance or law; or
- b. That is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
- c. But if the damage is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under **Coverage 1, 2 and/or 3** even if the building has also sustained covered direct physical damage.

3. In the situation described in B.2.b. above, we will not pay the full amount of loss otherwise payable under the terms of Coverage 1, 2 and/or 3. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage alone would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under terms of **Coverage 1, 2 and/or 3**.

C. We will not pay under Coverage 1, 2 and/or 3 for:

1. Enforcement of any ordinance or law which requires the 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 "fungi", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.

D. Loss Payment

1. All following loss payment Provisions are subject to the apportionment procedure set forth in Section **B.3.** above.
 2. When there is a loss in value of an undamaged portion of a building to which **Coverage 1** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If the property is repaired or replaced on the same or another premises, we will not pay more than the lesser of:
 - (1) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
 - b. If the property is not repaired or replaced, we will not pay more than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - (2) The Limit of Insurance shown in the Declarations as applicable to the covered building.
 3. Subject to the Ordinance Or Law **Coverage 2 and 3** Combined Limit of Insurance - Aggregate and the Policy Aggregate Limit of Insurance, the most we will pay for covered Demolition Cost and Increased Cost of Construction loss incurred in any one occurrence at any one building described in the Schedule for this endorsement is the Ordinance Or Law **Coverage 2 and 3** Combined Limit of Insurance - Any One Occurrence shown in the Schedule for this endorsement.
 4. Subject to the Policy Aggregate Limit of Insurance, the most we will pay for the total of all covered Demolition Cost and Increased Cost of Construction losses incurred during the policy period is the Ordinance Or Law **Coverage 2 and 3** Combined Limit of Insurance - Aggregate shown in the Schedule for this endorsement.
 5. Subject to provisions **D.3.** and **D.4.** above, the following loss payment provisions apply:
 - 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:
 - (1) We will not pay for the increased cost of construction:
 - (a) Until the property is actually repaired or replaced, at the same or another premises; and
 - (b) 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.
 - (2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
 - (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- E. Solely with respect to the coverage provided by this Ordinance or Law coverage, Section I – Property paragraph D. Deductibles is replaced by the following:**
- We will not pay for losses under **Coverage 1, 2 and/or 3** in any one occurrence until the amount of the loss exceeds the Ordinance Or Law **Coverage 1, 2 and 3** Deductible shown in the Schedule for this endorsement. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance. No deductible applies with respect to the additional coverages for Business Income and Extra Expense provided by paragraph **I.J.** below.
- F. Except with respect to the Coverage 2 and 3 Combined Limit of Insurance - Aggregate and the Policy Aggregate Limit of Insurance, the terms of this Coverage apply separately to each building to which this endorsement applies.**
- G. Under this coverage, we will not pay for loss due to any ordinance or law that:**
1. You were required to comply with before the loss, even if the building was undamaged; and
 2. You failed to comply with.
- H. This coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that exclusion conflicts with the provisions of this coverage.**
- J. We will also pay for your loss of Business Income and your Extra Expense incurred due to the enforcement of a law or ordinance to which this coverage applies. This is not an additional amount of insurance. The Limit of Insurance for Ordinance Or Law Coverage also applies to Business Income and Extra Expense and payment for loss of Business Income and Extra Expense is applied against the Ordinance Or Law Coverage Limit of Insurance and the Policy Aggregate Limit of Insurance.**

II. WATER DAMAGE

- A. We will pay for direct physical loss or damage to Covered Property, covered under **Section I – Property**, caused by or resulting from:
1. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 2. Water which backs up through or overflows from a sewer or drain;
 3. Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment; or,
 4. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors, or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings.
- However, with respect to Paragraph 3. above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.
- B. Water Damage Coverage described above in Paragraph A.3. does not apply to loss or damage resulting from an insured's failure to:
1. Keep a sump pump or its related equipment in proper working condition; or
 2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- C. Subject to the Water Damage Limit of Insurance - Aggregate and the Policy Aggregate Limit of Insurance, the most we will pay for covered loss or damage under Water Damage coverage incurred in any one occurrence at any one building described in the Schedule for this endorsement is the Water Damage Limit of Insurance - Any One Occurrence shown in the Schedule for this endorsement.
- D. Subject to the Policy Aggregate Limit of Insurance, the most we will pay for the total of all covered loss or damage for Water Damage coverage incurred during the policy period at all locations described in the Schedule of this endorsement is the Water Damage Coverage Limit of Insurance - Aggregate shown in the Schedule for this endorsement.
- E. Solely with respect to the coverage provided by this Water Damage coverage, **Section I – Property** paragraph D. **Deductibles** is replaced by the following:
- We will not pay for losses under Water Damage coverage in any one occurrence until the amount of the loss exceeds the Water Damage Deductible shown in the Schedule for this endorsement. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance. No deductible applies with respect to the additional coverages for Business Income and Extra Expense provided by paragraph II.H. below.
- F. With respect to Water Damage Coverage, items (1), (3) and (4) of **Section I – Property Exclusions B.1.g. Water** are deleted.
- G. If you have other insurance for the same loss or damage provided by Water Damage coverage, we will pay only for the amount of covered loss or damage in excess of the amount due from the other insurance, whether you can collect it or not. In addition, this coverage is excess over any coverage available through the National Flood Insurance Program whether or not such coverage has been procured.
- H. We will also pay for your loss of Business Income and your Extra Expense incurred due to a cause of loss described above in paragraph II.A. up to the Limit of Insurance for Water Damage coverage. This is not an additional amount of insurance. The Limit of Insurance for Water Damage coverage also applies to Business Income and Extra Expense and payment for loss of Business Income and Extra Expense is applied against the Water Damage Limit of Insurance and the Policy Aggregate Limit of Insurance.

III. EARTHQUAKE

- A. We will pay for direct physical loss or damage to Covered Property, covered under **Section I – Property**, caused by or resulting from:
1. Earthquake
 2. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.
- B. All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period.
- C. With respect to the coverage provided under this provision, we will not pay for loss or damage caused by or resulting from:
1. Fire, explosion (other than volcanic explosion), landslide, mine subsidence, tidal wave, tsunami, flood, mudslide or mudflow, even if attributable to an Earthquake or Volcanic Eruption.
 2. Any Earthquake or Volcanic Eruption that begins before the inception of this insurance.
- But, if this coverage replaces earthquake insurance that excludes loss or damage that occurs after the expiration of the policy, we will pay for loss or damage by Earthquake or Volcanic Eruption that occurs on or after the inception of this coverage, if the series of Earthquake shocks or Volcanic Eruptions began within 168 hours prior to the inception of this coverage.

- D. Section I – Property Exclusion B.1.b. Earth Movement** does not apply to the extent Earthquake coverage is provided under this endorsement.
- E.** Subject to the Earthquake Limit of Insurance - Aggregate and the Policy Aggregate Limit of Insurance, the most we will pay for covered loss or damage under Earthquake coverage incurred in any one occurrence at any one building described in the Schedule for this endorsement is the Earthquake Limit of Insurance - Any One Occurrence shown in the Schedule for this endorsement.
- F.** Subject to the Policy Aggregate Limit of Insurance, the most we will pay for the total of all covered loss or damage for Earthquake coverage incurred during the policy period at all locations described in the Schedule for this endorsement is the Earthquake Limit of Insurance - Aggregate shown in the Schedule for this endorsement.
- G.** We will also pay for your loss of Business Income and your Extra Expense incurred due to cause of loss described above in paragraph **III.A.** up to the Earthquake Limit of Insurance. This is not an additional amount of insurance. The Earthquake Limit of Insurance also applies to Business Income and Extra Expense and payment for loss of Business Income and Extra Expense is applied against the Earthquake Limit of Insurance and the Policy Aggregate Limit of Insurance.
- H.** Solely with respect to the coverage provided by this Earthquake coverage, **Section I – Property** paragraph **D. Deductibles** is replaced by the following:
1. We will not pay for losses under Earthquake coverage in any one occurrence until the amount of the loss exceeds the Earthquake Deductible shown in the Schedule for this endorsement. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.
 2. This Deductible applies separately to the following:
 - a. Each building or structure;
 - b. The contents of each building or structure; and
 - c. Personal property in the open.
 3. No deductible applies to the following Additional Coverages:
 - a. Business Income; or
 - b. Extra Expense.

IV. POLICY AGGREGATE LIMIT OF INSURANCE

The most we will pay for the total of all covered loss or damage under Ordinance Or Law coverage, Water Damage coverage and Earthquake coverage, including Business Income and Extra Expense, incurred during the policy period at all locations described in the Schedule for this endorsement is the Policy Aggregate Limit of Insurance shown in the Schedule for this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRY CLEANERS' CUSTOMERS' PROPERTY COVERAGE

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

The coverage provided by this endorsement applies solely with respect to the Covered Property described below and the applicable coverage and locations designated in the Schedule for this endorsement (BOP-7046). This coverage is subject to all the provisions of **Section I – Property** and **Section III – Common Policy Conditions**, except as amended below. No other coverage under this policy, except for the coverage provided by this endorsement, applies to direct physical damage or loss to the Covered Property described below.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from any Covered Cause of Loss at the premises described in the Schedule for this endorsement or in the open (or in a vehicle) within 1,000 feet of such premises.

1. Solely with respect to the coverage provided by this endorsement, **Covered Property** item **A.1.** under **Section I – Property** is replaced with the following:
Covered Property consists of **Goods Held for Processing – Excluding Furs and Articles Trimmed with Fur**
2. Solely with respect to the coverage provided by this endorsement, **Covered Property** item **A.1.** under **Section I – Property** is amended to also include the following, but only if a Limit of Insurance for such property is shown in the Schedule for this endorsement:
 - a. **Goods Held for Processing – Consisting of Furs and Articles Trimmed with Fur**
 - b. **Goods Held for Storage – Excluding Furs and Articles Trimmed with Fur**
 - c. **Goods Held for Storage – Consisting of Furs and Articles Trimmed with Fur**
3. Goods Held for Processing means customers' property which is accepted by you for cleaning, renovating, processing, dyeing, repairing or laundering.
Goods Held for Processing do not include goods held for storage or for which a storage charge is made, however, the following is not considered to be goods held for storage:
 - a. Covered Property held by you without instruction from your customers to hold in storage, or
 - b. Property accepted for storage but only while in the cleaning process or being transported by you between any of the following:
 - i. your plant;
 - ii. branch stores and agencies;
 - iii. the premises; or
 - iv. your customers.
4. Goods Held for Storage means property of your customers which is accepted for storage by you and for which you issue a "conditional receipt".
 - a. You will keep an accurate record of all receipts issued. Such record must be open for evaluation by our authorized representatives at all reasonable times during the policy period and for one year after the end of the policy period.
 - b. You must maintain the protective safeguards stated by you to be in effect at a location when this coverage became effective. If you fail to keep the protective safeguards in working condition and in operation, even when you are closed to business, the coverage to which the protective safeguards applied is automatically suspended at that location. This suspension will last until the protective services or equipment is back in operation.

- c. In the event of actual or threatened loss of or damage to Goods Held for Storage, we may at our option take such steps as necessary to protect, rehabilitate or recondition the property, including the removal of property from the place of loss by independent contractors employed by us to do such work.
5. In the event of loss or damage covered under this endorsement, we will also pay for any customary charges made and earned by you on lost or damaged Covered Property which you are unable to collect.
6. Solely with respect to Covered Property as defined in paragraphs **A.1.** and **A.2.** above, paragraph **c.(1)** under **Section I – Property, 4. Limitations** does not apply.
7. Solely with respect to Covered Property as defined in paragraphs **A.1.** and **A.2.** above, the following is added under **Section I – Property, 4. Limitations:**
For loss due to unexplained disappearance or shortage found upon taking inventory, the most we will pay under these circumstances is \$25,000 in any one occurrence and \$1,500 for any one article.
8. Solely with respect to Covered Property as defined in paragraphs **A.1.** and **A.2.** above, **Section I – Property, 6. Coverage Extensions, b. Personal Property Off Premises** is replaced by the following:
Property Off Premises
You may extend the insurance provided by this endorsement to apply to your Covered Property while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay under this Extension is the applicable Limit of Insurance shown in the Schedule for this endorsement.
9. Solely with respect to Covered Property as defined in paragraphs **A.1.** and **A.2.a.** above, the following is added to **Section I – Property, 6. Coverage Extensions:**
Dry Cleaning, Laundering Or Pressing Faulty Workmanship
We will pay for damage caused by you as a result of faulty, inadequate or defective workmanship or materials caused to Covered Property in your care, custody or control for dry cleaning, laundering or pressing.
We will not pay for loss in any one occurrence until the amount of loss or damage exceeds \$5,000. We will then pay the amount of loss or damage in excess of this deductible up to a maximum of \$25,000.
10. Solely with respect to Covered Property as defined in paragraph **A.2.c.** above and only if a Limit of Insurance for **Excess Legal Liability for the Storage of Furs and Articles Trimmed with Fur** is shown in the Schedule for this endorsement, the following coverage is added:
Excess Legal Liability for the Storage of Furs and Articles Trimmed with Fur
a. Insuring Agreement
We agree to pay all sums which you shall become obligated to pay as a bailee by reason of the liability imposed upon you by law for direct physical loss or damage caused by or resulting from any Covered Cause of Loss to Covered Property consisting of Furs and Articles Trimmed with Fur and for which you have issued a “conditional receipt”.
This agreement to pay applies only to the amount of such liability in excess of the applicable Per Premises Limit of Insurance shown in the Schedule for this endorsement or the valuation entered in a “conditional receipt”, whichever is less, and is subject to the Per Premises and Property Off Premises Limits of Insurance shown in the Schedule for this endorsement.
This coverage does not apply to:
(1) Liability for property for which you have not issued a “conditional receipt” to the property owner; or
(2) Liability assumed by you under any express or implied agreement except to the extent that you would have liability in the absence of such express or implied agreement.

b. Conditions

In the event of loss or damage which might produce a claim against you for damages, or if a claim is made or suit is brought against you, written notice must be provided to us as soon as practicable. Such notice must provide adequate information to identify you and provide all reasonably obtainable information regarding the loss or damage claimed, including time, place and cause of loss. You must immediately forward to us every demand, notice, summons or other process received by you.

You must cooperate with us and, at our request, attend hearings and trials and assist in effecting settlements, procuring and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. You must not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expense without our written consent. We reserve the right to compromise or contest at our option, on behalf of you but without expense to you, any and all claims.

No deductible applies to this coverage.

B. Exclusions

1. Solely with respect to Covered Property as defined in paragraphs **A.1.** and **A.2.** above, **Section I – Property** item **B. Exclusions** paragraph **1.** does not apply except for:

c. Governmental Action

d. Nuclear Hazard

f. War and Military Action

2. Solely with respect to Covered Property as defined in paragraphs **A.1.** and **A.2.** above, **Section I – Property** item **B. Exclusions** paragraph **2.** does not apply except for:

a. Electrical Apparatus

b. Consequential Losses

f. Dishonesty, except this exclusion does not apply to a carrier for hire.

g. False Pretense

i. Collapse

j. Pollution

k. Neglect

l. Other Types Of Loss items **(1), (2), (5), (6)** and **(7).**

3. Solely with respect to Covered Property as defined in paragraphs **A.1.** and **A.2.** above, the following exclusions are added:

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

a. Misdelivery.

b. Except to the extent that coverage is provided under the Dry Cleaning, Laundering Or Pressing Faulty Workmanship Coverage Extension in paragraph **A.9. of this endorsement, any process usual to your business or loss caused by actual work performed on the Covered Property. But, if loss or damage caused by fire or explosion results, we will cover the resulting loss or damage.**

c. Theft or property from any vehicle left unattended overnight unless at the time of the theft:

(1)The vehicles windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry; or

(2)The vehicle was locked in your private garage or building occupied solely by you.

This exclusion does not apply to a carrier for hire.

d. Unauthorized instructions to transfer property to any person or to any place.

C. Limits Of Insurance

Solely with respect to Covered Property as defined in paragraphs **A.1.** and **A.2.** above, **Section I – Property** item **C. Limits of Insurance** is replaced by the following:

1. The most we will pay for loss or damage in any one occurrence is the applicable Per Premises or Per Article Limit of Insurance shown in the Schedule for this endorsement. The Per Article Limit of Insurance is the most we will pay for any one article of Covered Property in any one occurrence. Payment under the Per Article Limit is subject to the Per Premises Limit. The Per Premises Limit of Insurance is the most that we pay for all loss to Covered Property for any one occurrence at any one Premises.
2. The coverage provided by the Dry Cleaners' Customers' Property Coverage endorsement is not subject to the Limits of Insurance of **Section I – Property**.
3. Payments for loss to Furs And Garments Trimmed With Fur or under the Dry Cleaning, Laundering Or Pressing Faulty Workmanship Coverage Extension will not increase the applicable limits of insurance.

D. Deductibles

Solely with respect to Covered Property as defined in paragraphs **A.1.** and **A.2.** above, **Section I – Property** item **D. Deductible** is replaced by the following:

We will not pay for loss or damage to specific Covered Property in any one occurrence until the amount of loss or damage to such property exceeds the applicable Deductible shown in the Schedule for this endorsement. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance shown in the Schedule for this endorsement. The maximum deductible amount to be borne by you for loss or damage to all Covered Property in any one occurrence at the same location is the highest Deductible shown for any coverage provided at that location.

E. Additional Conditions

Solely with respect to Covered Property as defined in paragraphs **A.1.** and **A.2.** above, the following conditions apply in addition to the **Property Loss Conditions, Property General Conditions** and **Common Policy Conditions**:

1. Valuation

With regard only to Covered Property owned by others and accepted by you for storage, we agree that the value of such property is the amount the customer declared on the "conditional receipt" for such property and that **Section I – Property Loss Conditions** paragraph **E. 5. d.** does not apply.

2. Pair, Sets Or Parts

a. Pair Or Set

In case of loss or damage to any part of a pair or set, we may:

- (1) Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- (2) Pay the difference between the value of the pair or set before and after the loss or damage.

b. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

F. Definitions

Solely with respect to Covered Property as defined in paragraphs **A.2. b.** and **c.** above, the following is added to **Section I – Property, H. Property Definitions**:

"Conditional Receipt" means a receipt which:

1. Shows with respect to each article, the name and address of the customer, a description of the property, the amount of value stipulated by the customer, and the location of the property; and
2. Stipulates or in effect provides that:
 - a. Your customer accepts the receipt as being correct in all respects, unless your customer notifies you in writing within ten days after the date of issue of any irregularity;
 - b. You will obtain for the benefit of your customer insurance on each article listed in the receipt which in terms usual to such insurance cover against loss by fire and theft;
 - c. The benefits of the receipt apply to our benefit to the same extent that they apply to your benefit;

- d. The provisions of the receipt do not extend in kind or amount the insurance provided by this endorsement;
- e. The provisions of the receipt supersede any temporary or interim receipt given by you to any customer.
- f. If no value is set opposite a listed article, your customer for all purposes has declared a value of \$100 for the article(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRY CLEANERS' CUSTOMERS' PROPERTY COVERAGE SCHEDULE

This Schedule modifies insurance provided under the following:
DRY CLEANERS' CUSTOMERS' PROPERTY COVERAGE

SCHEDULE

Premises No. _____ Building No. _____					
Coverage	Limit Of Insurance			Deductible	
	Per Premises	Per Article	Property Off Premises	Per Premises	Per Article
Goods Held for Processing – Excluding Furs and Articles Trimmed with Fur	No Stated Limit	\$	No Stated Limit	\$	\$
Goods Held for Processing – Consisting of Furs and Articles Trimmed with Fur	\$	\$	\$	\$	\$
Goods Held for Storage – Excluding Furs and Articles Trimmed with Fur	\$	\$	\$	\$	\$
Goods Held for Storage – Consisting of Furs and Articles Trimmed with Fur	\$	\$	\$	\$	\$
Excess Legal Liability for the Storage of Furs and Articles Trimmed with Fur	\$	\$	N/A	N/A	N/A

Premises No. _____ Building No. _____					
Coverage	Limit Of Insurance			Deductible	
	Per Premises	Per Article	Property Off Premises	Per Premises	Per Article
Goods Held for Processing – Excluding Furs and Articles Trimmed with Fur	No Stated Limit	\$	No Stated Limit	\$	\$
Goods Held for Processing – Consisting of Furs and Articles Trimmed with Fur	\$	\$	\$	\$	\$
Goods Held for Storage – Excluding Furs and Articles Trimmed with Fur	\$	\$	\$	\$	\$
Goods Held for Storage – Consisting of Furs and Articles Trimmed with Fur	\$	\$	\$	\$	\$
Excess Legal Liability for the Storage of Furs and Articles Trimmed with Fur	\$	\$	N/A	N/A	N/A

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESIDENTIAL PROPERTY PROTECTION ENDORSEMENT SCHEDULE

This endorsement modifies insurance provided under the following:

RESIDENTIAL PROPERTY PROTECTION ENDORSEMENT

SCHEDULE*

Location No.	Address

Ordinance Or Law Coverage 2 And 3 Combined Limit Of Insurance:	
Any One Occurrence	\$
Aggregate	\$
Ordinance Or Law Coverage 1, 2 And 3 Deductible	\$
Water Damage Limit Of Insurance:	
Any One Occurrence	\$
Aggregate	\$
Water Damage Deductible	\$
Earthquake Limit Of Insurance:	
Any One Occurrence	\$
Aggregate	\$
Earthquake Deductible	\$
Policy Aggregate Limit Of Insurance	\$

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPUTERS AND ELECTRONIC DATA COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

The coverage provided by this endorsement applies solely with respect to Covered Property consisting of “computers” and “electronic data”. “Electronic data” is Covered Property under this endorsement only to the extent coverage is provided under **Section I – Property, A.5. Additional Coverages** paragraph **p. Electronic Data** of the Businessowners Coverage Form. This coverage is subject to all the provisions of **Section I – Property** and **Section III – Common Policy Conditions**, except as amended below.

1. We will pay for loss or damage to “computers” or “electronic data” located within a premises described in the Declarations that is caused by any Covered Cause of Loss, except for lightning, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sprinkler leakage or elevator collision, and which:
 - a. occurs away from the described premises; and
 - b. causes an electrical surge or other electrical disturbance and such surge or disturbance is transmitted through utility service transmission lines to the described premises resulting in direct physical damage to “computers” or “electronic data”.
2. Solely with respect to the property covered under this endorsement, the following items under **Section I – Property, B. Exclusions** paragraph **1.** do not apply:
 - b. **Earth Movement**
 - g. **Water**

If coverage is provided for direct physical damage to “computers” and “electronic data” caused by earth movement or water by way of any other endorsement to your Businessowners Coverage Form, such coverage is replaced by the coverage provided by this endorsement. The only coverage available under your policy for direct physical damage to “computers” and “electronic data” caused by earth movement or water is the coverage provided by this endorsement,

3. Solely with respect to the property covered under this endorsement, the following items under **Section I – Property**, item **B. Exclusions** paragraph **2.** do not apply:
 - c. **Smoke, Vapor, Gas**
 - g. **False Pretense**
 - h. **Exposed Property**
 - i. **Other Types Of Loss** items **(3), (5), and (7)**
 - p. **Continuous Or Repeated Seepage Or Leakage Of Water**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPTICIANS AND OPTOMETRISTS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

- A.** Paragraph **A. Coverages** also applies to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render professional services in connection with your practice as an Optician or Optometrist, including your service as a member of a formal accreditation, standards review or similar professional board or committee.
- B.** With respect to the coverage provided by this endorsement, Paragraph **B. Exclusions** is amended as follows:
1. The following **Exclusions** do not apply:
 - a. Paragraph **1.j. Professional Services**;
 - b. Paragraph **1.k.(4)** and **1.k.(6) Damage To Property**; and
 - c. Paragraph **1.m. Damage To Your Work**.
 2. The following **Exclusion** is added:
This insurance does not apply to:
"Bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - a. Surgery of any kind except for the removal of superficial foreign bodies; or
 - b. Administering or prescribing pharmaceutical agents unless they are topically applied.
- C.** Paragraph **2.a.** under **C. Who Is An Insured** is replaced by the following:
2. Each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(1)(a)** above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)**; or
 - (2) "Bodily injury", "property damage" or "personal and advertising injury" arising out of his or her providing or failing to provide optometrists professional services. However, your "employees" are insureds with respect to their providing or failing to provide optometrists professional services in connection with your business.
 - (3) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

D. The following is added under Paragraph 2. of **C. Who Is An Insured**:

“Temporary Workers” and your independent contractors are also an insured but:

1. Only if they maintain a valid license issued by the appropriate state regulator which authorizes opticians or optometrists professional services; and,
2. Only with respect to their providing or failing to provide opticians or optometrists professional services in connection with your business.

Any coverage provided under this provision is excess over any other opticians or optometrists professional liability insurance available to “Temporary Workers” and your independent contractors.

E. For the purpose of determining the limits for the insurance provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence" with respect to "bodily injury" or "property damage" and one offense with respect to "personal and advertising injury".

SERFF Tracking Number: *HRLV-125790889* *State:* *Arkansas*
First Filing Company: *Harleysville Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *BOKS07312008-01*
TOI: *05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI:* *05.0002 Businessowners*
 Liability
Product Name: *BOP*
Project Name/Number: *StarAdvantage BOP Phase #A/*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HRLV-125790889 State: Arkansas
First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: BOKS07312008-01
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: BOP
Project Name/Number: StarAdvantage BOP Phase #A/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 08/29/2008

Comments:
Attachment:
NAIC 2007.pdf

Satisfied -Name: Cover letter, exhibits A & B **Review Status:** Approved 08/29/2008

Comments:
Attachment:
cover letter & exhibits.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: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Harleysville Mutual Insurance Company	PA	14168	23-0902325	
Harleysville Insurance Company	PA	23582	41-0417250	
Harleysville Preferred Insurance Company	PA	35696	23-2384978	
Harleysville Worcester Insurance Company	PA	26182	04-1989660	

5. Company Tracking Number	125790889
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Carol Zwoyer 355 Maple Avenue Harleysville, PA 19438	Senior State Filing Analyst	800-523-6344 ext. 5735	215-256-5678	czwoyer@harleysvillegroup.com

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

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

9. Type of Insurance (TOI)	Business Owners
10. Sub-Type of Insurance (Sub-TOI)	StarAdvantage Business Owners
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 checked="" 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: 2-1-09 Renewal: 07-01-2009

HARLEYSVILLE INSURANCE

355 Maple Avenue
Harleysville PA 19438-2297
www.harleysvillegroup.com

August 26, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

NAIC: 23582, 14168, 35696, 26182
StarAdvantage Business Owners
Form Filing
Company Filing Number: 125790889

Dear Honorable Bowman:

With this filing it is our intent to introduce Harleysville's new StarAdvantage Business Owners program.

As a subscriber to Insurance Services Office, we wish to use the standard policies and endorsements filed on our behalf by said organization (See Exhibit A).

ISO advised that declarations were advisory and submitted to the states for information only; therefore, we wish to submit our Company declarations. In addition, attached please find our nonstandard forms which will be used in affording coverage (see Exhibit B for a complete listing).

Statistical Agent: Insurance Services Office, 545 Washington Blvd, Jersey City NJ 07310-1686.

Rule of Application: Applicable to all new business policies effective on or after February 1, 2009 and all renewals effective on or after July 1, 2009.

Your favorable consideration will be appreciated.

Very truly yours,
Harleysville Insurance Company
Harleysville Mutual Insurance Company
Harleysville Preferred Insurance Company
Harleysville Worcester Insurance Company



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EXHIBIT A

ISO Form Reference Filing Numbers

B-2001-OFR01
BP-2002-OFOTR
BP-2002-OFRTR
BP-2004-OFOTR
BP-2004-OFR04
BP-2004-OTEFO
BP-2004-OTIPP
BP-2005-OABFO
BP-2006-ORSFO
BP-2006-OTF01
BP-2006-OVBEF
BP-2007-OTRP1

Exhibit B

Form Number	Edition Date	Title
BOP 70 00	01-06	Businessowners Endorsement
BOP 70 01	01-06	Equipment Breakdown Coverage
BOP 70 02	01-06	Exclusion - Date or Time Computer-Related And Other Electronic Problems
BOP 70 04	01-06	Funeral Home Businessowners Endorsement
BOP 70 05	01-06	Printers Businessowners Endorsement
BOP 70 06	01-06	Professional Office Businessowners Endorsement
BOP 70 07	07-07	Residential Property Protection Endorsement
BOP 70 08	01-06	Spoilage Coverage
BOP 70 09	01-06	Utility Services - Time Element
BOP 70 10	01-06	Veterinary Businessowners Endorsement
BOP 70 11	01-06	Water Back-Up And Sump Overflow
BOP 70 13	01-06	Per Location Aggregate Limit
BOP 70 14	01-06	Fine Arts Coverage
BOP 70 15	01-06	Debris Removal Additional Coverage Amendment
BOP 70 16	01-06	Pollutant Clean Up and Removal Coverage Amendment
BOP 70 17	01-06	Actual Cash Value Definition
BOP 70 18	01-06	Two Or More Policies Issued By Us
BOP 70 19	01-06	Total Building Replacement Cost Protection
BOP 70 20	01-06	Voluntary Property Damage Coverage
BOP 70 21	01-06	Exclusion - Tobacco Health Hazards
BOP 70 22	01-06	Business Personal Property - Seasonal Increase (Percentage) Amendment
BOP 70 23	01-06	Condominium Association Directors and Officers Coverage
BOP 70 25	01-06	Customers Property Coverage
BOP 70 26	01-06	Miscellaneous Property Coverage
BOP 70 27	01-06	Exclusion - Asbestos, Silica Or Talc
BOP 70 28	01-06	Earthquake and Volcanic Eruption (Sub-Limit Form)
BOP 70 29	01-06	Flood (Sub-Limit Form)
BOP 70 30	01-06	Exclusion - Lead Liability
BOP 70 31	01-06	Additional Insured - Grantor of Franchise
BOP 70 32	01-06	Veterinary Professional Liability Coverage Extension - State Review Board Expenses
BOP 70 33	01-06	Businessowners Policy Declaration
BOP 70 34	01-06	Businessowners Supplemental Declarations
BOP 70 41	07-07	Dry Cleaners' Customers' Property Coverage
BOP 70 46	07-07	Dry Cleaners' Customers' Property Coverage Schedule
BOP 70 47	07-07	Residential Property Protection Endorsement Schedule
BOP 70 48	07-07	Computers and Electronic Data Coverage Extension Endorsement
BOP 70 50	01-08	Opticians and Optometrists Professional Liability
GU-7000	03-08	Commercial Lines Common Policy Declarations
GU-7001	11-06	Policy Change Document
GU-7002	11-06	Additional Insured Schedule
GU-7003	11-06	Additional Interest Schedule
GU-7004	11-06	Form Schedule
GU-7005	11-06	Location Schedule
GU-7006	11-06	Loss Payee Schedule
GU-7007	11-06	Mortgagee Schedule
GU-7008	11-06	Named Insured Schedule
GU-7009	11-06	Policyholder Notice Schedule
GU-7013	11-06	Declarations Page Extension
GU-7014	11-06	Blanket Insurance Schedule - Businessowners
GU-7015	11-06	Fees And Surcharge Schedule
MANU-1	07-04	Manuscript Endorsement
MANU-2	07-04	Manuscript Endorsement
PJ-0001	02-05	Policy Jacket (Harleysville Mutual Insurance Company)
PJ-0003	02-05	Policy Jacket (Harleysville Worcester Insurance Company)
PJ-0004	02-05	Policy Jacket (Harleysville Preferred Insurance Company)
PJ-0023	02-05	Policy Jacket (Harleysville Insurance Company)