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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY GENERAL CHANGE ENDORSEMENT

(To be attached to Master Policy)

Endorsement # 5

This endorsement, effective December 1, 2018 forms a part of Master Policy No. AAM0003480

issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured and the Company that the following will apply to the Master Policy.

1. The Expiration Date shown in Item 3 **POLICY PERIOD** of the policy **Declarations** is extended to December 1, 2019.

All other terms and conditions of this Policy shall remain in full force and effect.

In witness whereof, the Company have caused this endorsement to be executed by a duly authorized representative.



\_\_\_\_\_  
Authorized Representative

# Agent Alliance Insurance Company

## Commercial Lines Policy

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**Administrative Office:**

5630 University Parkway  
Winston Salem, NC 27105

**This insurance has been placed with an insurer that is not licensed by the state of Michigan. In case of insolvency, payment of claims is not guaranteed.**

**Richard E Pedack  
Seattle Specialty Insurance Services, Inc.**

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**This policy consists of:**

Declarations  
Common Policy Conditions  
One or more coverage parts.  
A coverage part consists of:  
- One or more coverage forms  
- Applicable forms and endorsements

**Agent Alliance Insurance Company**

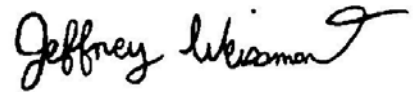
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In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Barry S. Karfunkel  
President



Jeffrey Weissmann  
Secretary





AGENT ALLIANCE INSURANCE COMPANY
Winston Salem, North Carolina
BLANKET MORTGAGE SECURITY POLICY
DECLARATIONS

Master Policy Number: AAM0003480

1. Named Insured Mortgagee:
Stateside APM
6445 Citation DR. Suite F
Clarkston, MI 48346

2. Agent/Administrator:
Seattle Specialty Insurance Services, Inc.
PO Box 1108
Everett, Washington 98206

3. Policy Period: From December 1, 2017 To December 1, 2018
(12:01 am. Standard Time at the Address of the insured property)

4. Property Insured: Coverage applies only to real property upon which you have requested we provide coverage, for which you have paid a premium and in which you have an insurable interest as owner, mortgagee, trustee or as the servicing agent by written agreement. This insurance does not cover land.

5. Coverages Provided: All coverages, terms and conditions for residential property are as set forth in this Blanket Mortgage Security Policy and the attached Dwelling Property 3A Amended Form. All coverages, terms and conditions for commercial property are as set forth in this Blanket Mortgage Security Policy and the attached General Property 11A Amended Form.

6. Maximum Amount of Insurance: The Maximum Amount of Insurance shall be the lesser of the amount shown on your request for insurance reflected on the monthly reports described in General Provision M. of this Policy, or \$ 1,000,000 for residential property and \$ 1,000,000 for commercial property.

7. Premium Rate: The premium for each insured property shall be computed by applying the following rate per hundred per year to the Amount of Insurance applicable to each insured property.

Table with 2 columns: Property Type and Rate. Includes Residential Property - Occupied (\$0.90 per \$100), Residential Property - Vacant (\$1.65 per \$100), Commercial Property - Occupied (\$1.50 per \$100), Commercial Property - Vacant (\$3.00 per \$100), Commercial 'Real Estate Owned' Property - Occupied (\$1.50 per \$100), Commercial 'Real Estate Owned' Property - Vacant (\$3.00 per \$100), Commercial Business Property (\$ N/A), Manufactured Housing (\$ N/A), Contingent Mortgagor's Coverage (\$ N/A).

ADDITIONAL RATES APPLY. SEE CGI05 FOR DETAILS

8. Endorsements Attached to and Forming a Part of Policy At Time of Issue:

CGI01(10/10), CGI02(10/10), CGI03(10/10), CGI05(10/10), CGI08(10/10), CGI10A(10/10), CGI11A(10/10), CGI12A(10/10), CGI13A(10/10), CGI17A(10/10), CGI25A(10/10), CGI26A(10/10), CGI27A(10/10), LMA5018, LMA5019, LMA5092.

Date Countersigned: December 19, 2017

By: [Signature]
Authorized Representative

CGI 00 (10/10)

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY INSURING AGREEMENT

We will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy. Coverage shall apply to all residential and commercial property for which a specific request for coverage is received from you in accordance with procedures herein defined.

### DEFINITIONS

Throughout this Policy:

- A. "You" and "yours" refer to the financial institution shown in item 1. of the Policy Declarations as the Named Insured Mortgagee.
- B. "We," "us" and "our" refer to the Company providing this insurance.
- C. "Policy" shall include the Blanket Mortgage Security Policy and all coverage forms and endorsements attached.

### GENERAL PROVISIONS

- A. **Term:** Coverage shall apply to each insured property from the effective date requested by you upon payment of premium. If the property afforded insurance by this Policy is also covered by other insurance, insurance under this Policy shall not become effective until such other insurance has terminated. This insurance does not cover land.
- B. **Insured Property:** Coverage applies only to real property upon which you have requested we provide coverage, for which you have paid a premium and in which you have an insurable interest as mortgagee, or as the servicing agent by written agreement. This insurance does not cover land.
- C. **Coverage Provided:** This Policy insures against direct physical loss or damage to insured property. All coverages, terms and conditions for residential property are as set forth in this Blanket Mortgage Security Policy and the attached Dwelling Property 3A Amended Form. All coverages, terms and conditions for commercial property are as set forth in this Blanket Mortgage Security Policy and the attached General Property 11A Amended Form.
- D. **Limits of Recovery:** Our liability shall not exceed the least of the following after application of the deductible stated in this Policy:
  - 1. The amount stated on the Policy Declarations for each location of mortgaged residential and mortgaged commercial property insured by this Policy.
  - 2. The amount of insurance specifically requested in your application for coverage under this Policy.
  - 3. The settlement options stated in Dwelling Property 3A Amended Form applicable to residential property and General Property 11A Amended Form applicable to commercial property and attached to this Policy.
- E. **Deductible:** For each loss covered under this Policy, we shall be liable for loss only in excess of the appropriate deductible specified below which shall not be recoverable under this Policy:
  - 1. Residential Property:  
A deductible of \$250 shall apply to each covered peril or occurrence, except for the peril of Vandalism and Malicious Mischief to a vacant property for which a deductible of \$500 shall apply.
  - 2. Commercial Property:  
A deductible of \$500 shall apply to each covered peril or occurrence, except for the peril of Vandalism and Malicious Mischief to a vacant property for which a deductible of \$1,000 shall apply.
- F. **Other Insurance:** THIS INSURANCE IS EXCESS INSURANCE. If there is any other valid and collectible insurance which would attach if the insurance provided under this Policy had not been effected, this insurance shall apply only as excess insurance and in no event as contributing insurance, and then only after all other insurance has been exhausted.

- G. **Loss Payable:** Loss, if any, shall be made payable to you as your interest appears. You hereby direct that any benefits payable in excess of your interest shall be paid to the mortgagor.
- H. **Salvage and Recoveries:** When, in connection with any loss covered by this Policy, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be refigured on the basis on which such loss would have been settled had the amount of salvage or recovery been known at the time the amount of loss was originally determined. Any amounts thus found to be due any party shall be promptly paid.
- I. **Inspection and Audit:** We shall be permitted at all reasonable times to inspect the insured property and to examine your and/or the mortgagors books and records at any time during the currency of this Policy. Within one year after final settlement of any claim we shall be permitted at all reasonable times to examine your and/or the mortgagor's books and records so far as the books and records relate to any payments made because of losses happening during the term of this Policy. We waive no rights and undertake no responsibility by reason of such inspection or examination or the omission thereof.
- J. **Reinstatement:** A loss to the insured property reduces the limits of recovery by the amount of the loss, upon repair or replacement of the property, the limits of recovery will return to their original amount.
- K. **Request for Coverage:** When you desire coverage on any real property in which you have an insurable interest, you will request insurance by providing us with the following information: loan number, name and address of mortgagor, address of property to be insured, class of property, effective date and amount of insurance requested. Coverage shall automatically become effective upon receipt of request for coverage and payment of premium and shall remain in force until terminated by either you or us.
- L. **Cancellation:** You may cancel coverage on any individual location by notifying us of the desired effective date of cancellation but not prior to the effective date of the mortgagor's insurance which meets the requirements of your loan agreement. But no more than 120 days prior to the date of notification to us, without our approval.

You may cancel this Policy at any time by returning it to us or by notifying us in writing of the date cancellation is to take effect, but no more than 120 days prior to the date of notification to us, without the approval of the Company.

We may cancel this Policy or coverage on any individual location by giving you at least 30 days advance written notice of the date cancellation is to take effect, with the exception of cancellation for nonpayment of premium which shall be a minimum of 10 days advance written notice.

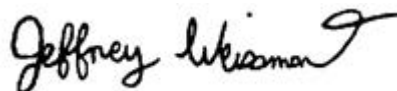
Cancellation shall be processed immediately and any return premiums shall be reflected in the next monthly report and premium billing.

- M. **Reports and Premium Billings:** Within 10 days of the last day of each month, you will provide a complete listing of all properties upon which coverage is requested. The report shall contain loan number, name and address of mortgagor, insured property address, class of property, coverage effective date, amount of insurance requested, cancellation date (if applicable). If you are required to calculate premium, payment of total net premium is due and payable with this report.

In Witness Whereof, the Company has caused this Policy to be executed and attested by their Authorized Representative.



Barry S. Karfunkel  
President



Jeffrey Weissmann  
Secretary

**DWELLING PROPERTY 3A  
AMENDED FORM (10/06)**

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**AGREEMENT**

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

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**DEFINITIONS**

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Throughout this Policy, "you" and "your" refer to the Named Insured Mortgagee shown in the Declarations. "We", "us" and "our" refer to the Company providing this insurance.

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**COVERAGES**

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This insurance applies to the insured property. This insurance does not cover land.

**COVERAGE A - DWELLING**

We cover:

- a) the dwelling, used principally for dwelling purposes;
- b) structures attached to the dwelling;
- c) materials and supplies on or adjacent to the requested location for use in the construction, alteration or repair of the dwelling or Other Structures on this location; and
- d) building equipment and outdoor equipment used for the service of and located on the requested location.

**COVERAGE B - OTHER STRUCTURES**

We cover Other Structures on the requested location, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line or similar connections are considered to be Other Structures. You may use up to 10% of the Coverage A Limit of Recovery for loss by a Peril Insured Against to Other Structures described in this Coverage B. Payment under this coverage reduces the Coverage A Limit of Recovery.

We do not cover structures:

- a) used in whole or in part for commercial, manufacturing or farming purposes; or
- b) rented to or held for rental for any person not a tenant of the dwelling, unless used solely as a private garage; or
- c) such as fences, satellite dishes, antennas, or radio and television towers separated from the dwelling.

**OTHER COVERAGES**

- 1. Debris Removal-** We will pay the reasonable expenses incurred for the removal of debris from a property loss covered by this Policy. Payment under this coverage reduces the Limit of Recovery applying to the damaged property.
- 2. Reasonable Repairs-** We will pay the reasonable cost incurred for necessary repairs made solely to protect the property covered by this Policy from further damage if there is coverage for the peril causing the loss. Payment under this coverage reduces the Limit of Recovery that applies to the property being repaired.

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## PERILS INSURED AGAINST

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### COVERAGE A- DWELLING & COVERAGE B- OTHER STRUCTURES

We insure for risk of direct physical loss to the insured property described in Coverages A and B except:

1. losses excluded under GENERAL EXCLUSIONS;
2. freezing of a plumbing, heating, air conditioning system, automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within such system or appliance caused by freezing, while the dwelling is vacant, unoccupied or being constructed unless reasonable care has been taken to:
  - a) maintain heat in the building, or
  - b) shut off the water supply and drain the system and appliances of water;
3. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to Other Structures;
4. theft of any property which is not actually part of any dwelling or other structure covered;
5. theft in or to a dwelling or other structure under construction;
6. wind, hail, ice, snow or sleet to outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers;
7. continuous or repeated seepage or leakage of water or steam over a period of time from within a plumbing, heating or air conditioning system or from within a household appliance;
8.
  - a) wear and tear, marring, deterioration;
  - b) inherent vice, latent defect, mechanical breakdown;
  - c) smog, rust or corrosion, mold, wet or dry rot;
  - d) smoke from agricultural smudging or industrial operations;
  - e) discharge of, dispersal, seepage, migration, release or escape of pollutants.  
Pollutants means solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
  - f) settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings; or
  - g) birds, vermin, rodents, insects or domestic animals.

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.
9. Vandalism and malicious mischief if you have failed to secure the property and conduct periodic inspections of the interior and exterior.

Under items 2 through 9, any ensuing loss not excluded is covered.



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## GENERAL EXCLUSIONS

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- A. We do not cover loss resulting directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss:
- 1) **Ordinance or Law**, meaning the enforcement of any ordinance, regulation or law regulating the construction, repair, demolition, occupancy, sale or relocation of the dwelling or Other Structure unless specifically provided under this Policy.
  - 2) **Earth Movement**, including but not limited to earthquake, land shock waves or tremors before, during or after a volcanic eruption, volcanic ash, landslide, rockslide, mine subsidence, mud flow, earth sinking, rising or shifting. We do cover direct loss that follows caused by fire or explosion.
  - 3) **Water**, meaning:
    - a) flood, surface water, waves, tidal wave or overflow of a body of water. We do not cover spray from any of these, whether or not driven by wind;
    - b) water which backs up through sewers or drains or which overflows from a sump; or
    - c) water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a dwelling or Other Structure, or sidewalk, driveway, foundation, swimming pool or Other Structure.

We do cover direct loss that follows caused by fire or explosion.

- 4) **Power Interruption**, meaning the interruption of power or other utility service if the interruption takes place away from the requested location, we will pay only for loss caused by the ensuing peril.
  - 5) **Neglect**, meaning neglect to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by a Peril Insured Against.
  - 6) **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
  - 7) **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
  - 8) **Intentional Act**, meaning an action by or at the direction of you or any borrower committed with the intent to cause a loss or damage. This exclusion applies even if the person committing the act is insane, intoxicated or otherwise impaired if a person without that impairment would have committed such an act with the intent to cause loss or damage.
- B. We do not insure for loss to property caused by any of the following. However, any ensuing loss to property not - excluded or excepted in this Policy is covered:
- 1) **Weather conditions**. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph A. above to produce the loss;
  - 2) **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body.
  - 3) **Faulty**, Inadequate or defective:
    - a) planning, zoning, development, surveying, siting;
    - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - c) materials used in repair, construction, and renovation or remodeling; or
    - d) maintenance; of part or all of any property whether on or off the insured property.

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## CONDITIONS

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- 1. Policy Period.** This Policy applies only to loss or damage which occurs while the coverage is in effect.
- 2. Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we shall not be liable:
  - (a) for an amount greater than your and the mortgagor's interest in the property covered; or
  - (b) for more than the Limit of Recovery that applies.
- 3. Concealment or Fraud.** This entire Policy is void if you or the mortgagor has intentionally concealed or misrepresented any material fact or circumstance relating to any aspect of this insurance or acted fraudulently or make false statements relating to any aspect of this insurance, whether before or after a loss. Such acts or act by the mortgagor will bar recovery by any person except as provided in this Policy with respect to your interest.
- 4. Your and the Mortgagor's Duties After Loss.** In case of a loss to which this insurance may apply, you and the mortgagor shall see that the following duties are performed:
  - (a) give us immediate written notice;
  - (b) protect the property from further damage, making necessary and reasonable repairs to protect the property, and keep an accurate record of repair expenditures. If you or the mortgagor fail to do so, we will not pay for any further damage. We will not reimburse for the costs of repairs unless records and receipts are provided;
  - (c) make a list of all damaged or destroyed property showing in detail quantities, costs, actual cash value, amount of loss claimed and any other information we may require. Attach all bills, receipts and related documents that substantiate the figures in the list;
  - (d) send to us within 60 days after loss the above list and a proof of loss signed and sworn to by you and the mortgagor, including:
    - 1) the time and cause of loss;
    - 2) the interest of you, the mortgagor and all others in the property;
    - 3) all encumbrances on the property;
    - 4) other insurance which may cover the loss;
    - 5) changes in title, use occupancy or possession of the property, and
    - 6) if required, any plans and specifications of the damaged buildings.
  - (e) exhibit the damaged property to us or our representative as often as may be required;
  - (f) as often as we may require, submit to examinations under oath by any person named by us and sign the transcript of the examinations;
  - (g) produce for examination, with permission to copy, all records and documents that we may require;
  - (h) in the event of a loss by theft, vandalism or malicious mischief, report the occurrence to the police immediately.
- 5. Loss Settlement.** Covered property losses are settled as follows:
  - a) Other Structures that are not buildings are settled at actual cash value at the time of loss but not exceeding the amount necessary to repair or replace;
  - b) Roofs (except for fire peril), carpeting, domestic appliances, awnings, outdoor equipment, whether or not attached to buildings, and outdoor antennas, at actual cash value at the time of loss but not exceeding the amount necessary to repair or replace;
  - c) Buildings under Coverage A or B:
    - 1) at repair or replacement cost without deduction for depreciation, but not exceeding the smaller of the following amounts:
      - a. the repair or replacement cost of that part of the building damaged using commonly used building materials to place the property in a habitable condition for use on the same premises; or
      - b. the amount actually and necessarily spent to repair or replace the damaged building.
    - 2) If you decide not to repair or replace the damaged property, at our option, we may make settlement on an

actual cash value basis. You may make claim within 180 days after the loss for any additional payment on a repair or replacement cost basis.

We may at our option replace the property with property of similar kind, quality and value. If as the result of your loss we pay in cash or by replacement an amount equal to the actual cash value of the property before the loss, at our option, we have the right to take legal title to the property.

6. **Loss to a Pair, Set, Series of Objects or Interior or Exterior Panels.** In case of loss to a part of a pair, set, series of objects, pieces or panels, either interior or exterior, we may, at our option:

- a) repair or replace any part to restore the property to actual cash value before the loss; or
- b) pay the difference between the actual cash value of the property before and after the loss; or
- c) pay the reasonable cost of providing a substitute to match the remainder of the property as closely as possible.

We cannot guarantee the availability of parts or of replacements. We will not be obligated to repair or replace the entire pair, set of series of objects, piece or panel when a part is lost or damaged.

7. **Glass Replacement.** Covered loss to glass shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

8. **Appraisal.** If you and we fail to agree on the amount of loss, either can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.

9. **Subrogation.** You or the mortgagor may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. If an assignment is sought, you and the mortgagor shall sign and deliver all related papers and cooperate with us in any reasonable manner.

10. **Suit Against Us.** No action shall be brought unless there has been compliance with the Policy provisions and the action is started within one year after the loss.

11. **Loss Payment.** We will adjust any loss with you and the mortgagor. We will pay you to the extent of your interest in the property. You hereby direct that any benefits due which are in excess of your interest in the property be paid to the mortgagor. Payment for loss will be made within 60 days after we receive a proper proof of loss and

- a) we reach an agreement with you; or
- b) there is an entry of final judgment; or
- b) there is a filing of an appraisal award with us.

12. **Abandonment of Property.** We need not accept any property abandoned by you or the mortgagor.

13. **No Benefit to Bailee.** Regardless of any other provision of this Policy, we will not honor an assignment nor extend coverage to a bailee. A bailee is a person or entity to whom you or the mortgagor has given possession of insured property.

14. **Cancellation.**

- a) You may cancel this Policy at any time by returning it to us or by notifying us in writing of the date cancellation is to take effect. The date of cancellation may be no more than 120 days prior to the date of notification to us, without our approval.
- b) We may cancel this Policy by giving you 30 days notice in writing of the date cancellation takes effect, with the exception of cancellation for nonpayment of premium which shall be a minimum of 10 days advance written notice. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing shall be sufficient proof of notice.

- c) When this Policy is cancelled, the premium paid for coverages beyond the date of cancellation will be refunded. The return premium will be pro rata.
- d) If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

15. **Non- Renewal.** We may elect not to renew this Policy. We may do so by delivery to you or mailing to you at your mailing address shown in the Declarations, written notice at least 10 days before the expiration date of this Policy. Proof of mailing shall be sufficient proof of notice. Our failure to send such a notice within the time prescribed obligates us to renew coverages if you pay the premium before the expiration date.

16. **Liberalization Clause.** If we adopt any revision which would broaden the coverage under this Policy without additional premium within 60 days prior to or during the Policy period, the broadened coverage will immediately apply to this Policy.

17. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this Policy must be in writing by us to be valid.

18. **Assignment.** Assignment of this Policy shall not be valid unless we give our written consent.

19. **Your Interest.**

- a) Your interest will not be impaired by any act or neglect of the mortgagor, provided you:
  - 1) notify us of any change in occupancy, ownership, or substantial change in risk as soon as you become aware of such change; and
  - 2) pay any premium when due under this Policy.
- b) if we pay you for any loss and do not pay the mortgagor,
  - 1) we are subrogated to all of your rights granted under the mortgage on the property and may require a partial assignment of the mortgage to the extent of payment made: or
  - 2) at our option, we may pay you the whole principal on the mortgage.  
In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the debt.

Subrogation will not impair your right to recover the full amount of your claim.

20. **Nuclear Hazard Clause.**

- a) "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b) Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
- c) This Policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

21. **Other Insurance.** THIS INSURANCE IS EXCESS INSURANCE. If there is any other valid and collectible insurance which would attach had the insurance provided under this Policy had not been effected, this insurance shall apply only as excess insurance and in no event as contributing insurance, and then only after all other insurance has been exhausted.

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## GENERAL PROPERTY AMENDED FORM AGREEMENT

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

### DEFINITIONS

Throughout this Policy, "you" and "your" refer to the Named Insured Mortgagee shown in the Declarations. "I", "We", "us" and "our" refer to Company providing this insurance.

### SECTION I - PROPERTY COVERED

The insurance under this Policy covers "Building (s)" in accordance with the following description. This insurance does not cover land:

Coverage A -Building(s): Building(s) or structure(s) shall include attached additions and extensions; fixtures, machinery and equipment constituting a permanent part of and pertaining to the service of the building; yard fixtures; personal property of the mortgagor used for the maintenance or service of the described building (s), including fire extinguishing apparatus, outdoor furniture, floor coverings and appliances for refrigerating, ventilating, cooking, dishwashing and laundering (but not including other personal property in apartments or rooms furnished by the mortgagor as landlord); all while at the described location(s).

**Debris Removal:** This insurance covers expense incurred in the removal of debris of the property covered, which may be occasioned by loss caused by any of the perils insured against in this Policy.

The total liability under this Policy for both loss to property and debris removal expense shall not exceed the amount of insurance applying under this Policy to the property covered.

### SECTION II- PROPERTY NOT COVERED

This Policy does not cover:

- 1) outdoor signs, whether or not attached to a building or structure;
- 2) outdoor trees, shrubs and plants;
- 3) outdoor swimming pools; fences; piers, wharves and docks, beach or diving platforms or appurtenant retaining walls not constituting a part of buildings; walks, roadways and other paved surfaces.

### SECTION III - DEDUCTIBLE CLAUSE

A deductible of \$500 shall apply to each covered peril or occurrence, except for the peril of Vandalism and Malicious Mischief to a vacant property for which a deductible of \$1,000 shall apply.

### SECTION IV- PERILS INSURED AGAINST

This Policy insures against all direct loss caused by:

- 1) **Fire or Lightning.**
- 2) **Removal**, meaning loss to the property covered hereunder while being removed or removed from the premises endangered by the perils insured against. The insurance is in effect for only 5 days at each proper place to which such property shall necessarily be removed for preservation from the perils insured against. The amount of insurance provided shall be the same proportion as the property removed bears to all property covered by this insurance.
- 3) **Windstorm or Hail**, excluding loss caused directly or indirectly by frost or cold weather, or ice (other than hail, snow or sleet, whether driven by wind or not.
  - a) We shall not be liable for loss to the Interior of the building(s) or the property covered therein caused:

- (1) by rain, snow, sand or dust, whether driven by wind or not unless the building (s) covered or containing the property covered shall first sustain an actual damage to roof or walls by the direct action of wind or hail and then shall be liable for loss to the interior of the building(s) or the property covered therein as may be caused by rain, snow, sand or dust entering the building (s) through openings in the roof or walls made by direct action of wind or hail; or
  - (2) by water from sprinkler equipment or from other piping, unless such equipment or piping is damaged as a direct result of wind or hail.
    - a) We shall not be liable for hailstorm or hail damage to the following property:
      - 1) windmills, wind pumps or their towers;
      - 2) crop silos;
      - 3) metal smokestacks; or
      - 4) when outside of buildings,
        - (a) awnings of fabric or slat construction, canopies of fabric or slat construction, including their supports,
        - (b) radio or television antennas, including their lead-in wiring, masts or towers.
4. **Smoke**, meaning sudden and accidental damage from smoke, other than smoke from agricultural smudging or industrial operations.
5. **Explosion**, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.
- a) We shall not be liable for loss by explosion of steamboilers, steam pipes, steam turbines or steam engines, if owned by, leased by or operated under the control of the mortgagor.
  - b) The following are not explosions within the intent or meaning of these provisions:
    - (1) shock waves caused by aircraft; generally known as “sonic boom”,
    - (2) electric arcing,
    - (3) rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown,
    - (4) water hammer,
    - (5) rupture or bursting of water pipes,
    - (6) rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water,
    - (7) rupture, bursting or operation of pressure relief devices.
6. **Riot, Riot Attending A Strike or Civil Commotion**, including direct loss by acts of striking employees of the owner or tenant(s) of the described building (s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot, riot attending a strike or civil commotion.
7. **Aircraft or Vehicles**, meaning only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered, except that loss by aircraft includes direct loss by objects falling therefrom. Company shall not be liable for loss:
- a) by any vehicle owned or operated by a mortgagor or by any tenant of the described premises;
  - b) by any vehicle to fences, driveways, walks; of
  - c) to any aircraft or vehicle including its contents other than stocks of aircraft or vehicles in process of manufacture or for sale,
8. **Vandalism or Malicious Mischief, meaning only the willful and malicious damage to or destruction of the property covered.** Company shall not be liable for loss:
- a) to glass (other than glass building blocks) constituting part of a building, structure or an outside sign;
  - b) by pilferage, theft, burglary or larceny, except Company shall be liable for willful damage to the building(s) covered caused by burglars in gaining entrance to or exit from the building(s) or any part of the building(s);
  - c) if the described building (s) had been vacant beyond a period of 30 consecutive days immediately preceding the loss, unless Company has been notified of such vacancy, the appropriate premium has been paid therefor and you have secured the property and conducted periodic inspections of the interior and exterior. (“Vacant” means containing no contents or only minimal contents pertaining to operations or activities customary to occupancy of the building).

## SECTION V - EXCLUSIONS

- 1) **Electrical Apparatus:** Company shall not be liable for any loss resulting from any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues.
- 2) **Nuclear Clause (Not applicable in New York):** The word "fire" in this Policy or endorsements attached hereto is not intended to and does not embrace nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and loss by nuclear reaction or nuclear radiation or radioactive contamination is not intended to be and is not insured against by this Policy or said endorsements, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by "fire" and other perils insured against by this Policy or said endorsements; however, subject to the foregoing and all provisions of this Policy, direct loss by "fire" resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Policy.
- 3) **Nuclear Clause (Applicable in New York):** This Policy does not cover loss or damage caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under this Policy.
- 4) **Nuclear Exclusion (Not applicable in New York):** (this clause applies to all perils insured against hereunder except the perils of fire and lightning, which are otherwise provided for in the Nuclear clause above): Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing is not insured against by this Policy, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any of the perils insured against by this Policy; and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, is not "explosion" or "smoke".
- 5) **Ordinance or Law**, meaning the enforcement of any ordinance, regulation or law regarding the construction, repair, demolition, occupancy, sale or relocation of the property unless specifically provided under this Policy.
- 6) **Power Failure:** We shall not be liable for loss caused directly or indirectly by the interruption of power or other utility service furnished to the described premises if the interruption takes place away from the described premises. If a Peril Insured Against ensues on the described premises, we shall be liable for only its proportion of loss caused by the ensuing peril.
- 7) **War Risk:** War, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act of a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
- 8) **Water**, meaning:
  - a) **Flood**, surface water, waves, tidal wave or overflow of a body of water we do not cover spray from any of these, whether or not driven by wind;
  - b) **Water** which backs up through sewers or drains; or
  - c) **Water** below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building. We do cover direct loss that follows caused by fire or explosion.
- 9) **Earth Movement**, including but not limited to earthquake, land shock waves or tremors before, during or after a volcanic eruption, volcanic ash, landslide, rockslide, mud flow, earth sinking, rising or shifting. We do cover direct loss that follows caused by fire or explosion.
- 10) **Neglect**, meaning neglect to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered by a Peril Insured Against.
- 11) **Intentional Act**, meaning an action by or at the direction of you or any borrower committed with the intent to cause a

loss or damage, This exclusion applies even if the person committing the act is insane, intoxicated or otherwise impaired if a person without that impairment would have committed such an act with the intent to cause loss or damage.

## SECTION VI - CONDITIONS

- 1) **Policy Period.** This Policy applies only to loss which occurs while the coverage is in effect.
- 2) **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, we shall not be liable:
  - a) for an amount greater than your and the mortgagors interest in the property covered; or
  - b) for more than the Limit of Recovery that applies.
- 3) **Concealment of Fraud.** This entire Policy is void if you or the mortgagor has intentionally concealed or misrepresented any material fact or circumstance relating to any aspect of this insurance or acted fraudulently or made false statements relating to any aspect of this insurance, whether before or after a loss. Such acts or act by the mortgagor will bar recovery by any person except as provided in this Policy with respect to your interest.
- 4) **Your and the Mortgagor's Duties After Loss.** In case of a loss to which this insurance may apply, you and the mortgagor shall see that the following duties are performed:
  - a) give us immediate written notice;
  - b) protect the property from further damage, making necessary and reasonable repairs to protect the property, and keep an accurate record of repair expenditures. If you or the mortgagor fail to do so, we will not pay for any further damage. We will not reimburse for the costs of repairs unless records and receipts are provided;
  - c) make a list of all damaged or destroyed properly showing in detail quantities, costs, actual cash value, amount of loss claimed and any other information we may require. Attach all bills, receipts and related documents that substantiates the figures in the list;
  - d) send to us within 60 days after loss the above list and a proof of loss signed and sworn to by you and the
  - e) mortgagor, including:
    - 1) the time and cause of loss;
    - 2) the interest of you, the mortgagor and all others in the property;
    - 3) all encumbrances on the property;
    - 4) other insurance which may cover the loss;
    - 5) changes in title, use, occupancy or possession of the property; and
    - 6) if required, any plans and specifications of the damaged buildings.
  - f) exhibit the damaged property to us or our representative as often as may be required; as often as we may require, submit to examinations under oath by any person named by us and sign the transcript of the examinations;
  - g) produce for examination, with permission to copy, any records and documents that we may require;
  - h) in the event of a vandalism or malicious mischief loss, report the occurrence to the police immediately.
- 5) **Loss Settlement.** Covered properly losses are settled as follows:
  - a) All property except Tenant's Improvements and Betterments at actual cash value except as provided below or by endorsement.
  - b) Tenant's Improvements and Betterments:
    - (1) If repaired or replaced at the expense of you or the mortgagor within a reasonable time after loss, the actual cash value of the damaged or destroyed improvements and betterments limit.
    - (2) If not repaired or replaced at the expense of you or the mortgagor within a reasonable time after loss, that proportion of the original cost at the time of installation of the damaged or destroyed property which the unexpired term of the lease or rental agreement, whether written or oral, in effect at the time of loss bears to the periods from the date such improvements or betterments were made to the expiration of the lease.
- 6) **Other Insurance.** THIS INSURANCE IS EXCESS INSURANCE. If there is any other valid and collectible insurance which would attach if the insurance provided under this Policy had not been effected, this insurance shall apply only as excess insurance and in no event as contributing insurance, and then only after all other insurance has been exhausted.



- 7) **Appraisal.** If you and we fail to agree on the amount of loss, either can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within **20** days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.
- 8) **Subrogation.** You or the mortgagor may waive in writing before a loss all rights of recovery against any person. If not waived; we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. If an assignment is sought, you and the mortgagor shall sign and deliver all related papers and cooperate with us in any reasonable manner.
- 9) **Suit Against Us.** No action shall be brought unless there has been compliance with the Policy provisions and the action is started within one year after the loss.
- 10) **Loss Payment.** We will adjust any loss with you and the mortgagor. We will pay you to the extent of your interest in the property. You hereby direct that any benefits due which are in excess of your interest in the property be paid to the mortgagor. Payment for loss will be made within 60 days after we receive a proper proof of loss and
- a) we reach an agreement with you; or
  - b) there is an entry of final judgment; or
  - c) there is a filing of an appraisal award with us.
- 11) **Abandonment of Property.** We need not accept any property abandoned by you or the mortgagor.
- 12) **No Benefit to Bailee.** Regardless of any other provision of this Policy, we will not honor an assignment nor extend coverage to a bailee. A bailee is a person or entity to whom you or the mortgagor have given possession of insured property.
- 13) **Cancellation.**  
You may cancel this Policy at any time by returning it to us or by notifying us in writing of the date cancellation is to take effect. The date of cancellation may be no more than 120 days prior to the date of notification to us, without the approval of Company.
- a) We may cancel this Policy by giving you 30 days notice in writing of the date cancellation takes effect, with the exception of cancellation for nonpayment of premium which shall be a minimum of 10 days advance written notice. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing shall be sufficient proof of notice.
  - b) When this Policy is cancelled, the premium paid for coverages beyond the date of cancellation will be refunded. The return premium will be pro rata.
  - c) If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
- 14) **Non-Renewal.** We may elect not to renew this Policy. We may do so by delivering to you or mailing to you at your mailing address shown in the Declarations, written notice at least 10 days before the expiration date of this Policy. Proof of mailing shall be sufficient proof of notice. Our failure to send such a notice within the time prescribed obligates us to renew coverages if you pay the premium before the expiration date.
- 15) **Liberalization Clause.** If we adopt any revision which would broaden the coverage under this Policy without additional premium within 60 days prior to or during the Policy period, the broadened coverage will immediately apply to this Policy.
- 16) **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this Policy must be in writing by us to be valid.
- 17) **Assignment.** Assignment of this Policy shall not be valid unless we give our written consent.

18) **Your Interest.**

- a) Your interest will not be impaired by any act or neglect of the mortgagor, provided you:
- 1) notify us of any change in occupancy, ownership, or substantial change in risk as soon as you become aware of such change; and
  - 2) pay any premium when due under this Policy.
- b) If we pay you for any loss and do not pay the mortgagor, we are subrogated to all of your rights granted under the mortgage on the property and may require a partial assignment of the mortgage to the extent of payment made.
- c) At our option, we may pay you the whole principal on the mortgage. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the debt.

Subrogation will not impair your right to recover the full amount of your claim.

**SECTION VII - OTHER PROVISIONS**

1. **Inspection of Property and Operations:** We and any person or organization making inspections on our benefit shall be permitted but not obligated to inspect the mortgagor's property and operations at any time. Neither our right and the right of any person or organization to make such inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulations.
2. **Protective Safeguards:** It is a condition of this insurance that you and the mortgagor shall maintain so far as is within your or the mortgagor's control such protective safeguards as are set forth by endorsement hereto. Failure to maintain such protective safeguards shall suspend this insurance, only as respects the location or situation affected, for the time of such discontinuance.

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY GENERAL CHANGE ENDORSEMENT

(To be attached to Master Policy)

Endorsement # 1

This endorsement, effective December 1, 2017 forms a part of Master Policy No. AAM0003480

issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured and the Company that the following will apply to the Master Policy.

### MANDATORY CLAUSES

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#### EXCLUSION - ASBESTOS AND RADON GAS

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This insurance does not apply to liability arising out of:

- (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2) The use of asbestos in construction or manufacturing any goods, product or structure; or
- (3) The removal of or containment of asbestos from or within any goods, product or structure; or
- (4) The installation, manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.
- (5) The presence of or causing to be exposed, any Radon Gas by the named insured or the insured's failure to detect, disclose or identify such presence of Radon Gas.

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#### EXCLUSION - ASSAULT AND BATTERY

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This insurance does not apply to liability:

- (1) Expected or intended from the standpoint of any insured; or
- (2) Arising out of an assault or battery, provoked or unprovoked, or out of any act or omission in connection with prevention or suppression of an assault or battery, committed by any Insured or an employee or agent of the insured.

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#### EXCLUSION - COMMUNICABLE DISEASE

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Notwithstanding anything contained in this insurance to the contrary, this insurance does not apply to liability arising out of claims, accusations or charges brought by or against any insured(s) for actual or alleged damages arising out of a communicable disease no matter how transmitted including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS).

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#### EXCLUSION - ABSOLUTE ELECTROMAGNETISM

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Regardless of any other provision of this insurance, this insurance does not apply to liability directly or indirectly caused by electromagnetism.

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**EXCLUSION - LEAD CONTAMINATION**

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This insurance does not apply to:

- (1) Liability arising out of the ingestion, inhalation or absorption of lead in any form;
- (2) Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
- (3) Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

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**EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES**

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Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages.

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**EXCLUSION - VOLUNTARY LABOUR**

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This insurance does not apply to liability to any member, associate, affiliated member, or to any person or persons loaned to or volunteering services to you, whether or not paid by you, arising out of or in the course of work performed for you or on your behalf.

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**EXCLUSION – VICIOUS/DANGEROUS ANIMAL**

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This insurance does not apply to liability to caused by or originating from a dangerous or vicious animal, including but not limited to reptiles, insects or vermin owned by or in the care, custody or control of you or any member of your household.

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**EXCLUSION – ABSOLUTE POLLUTION**

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This insurance does not apply to liability which would have or has arisen or occurred in whole or in part arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or any loss, cost or expense arising out of any

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants

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

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**WAR AND CIVIL WAR EXCLUSION CLAUSE**

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Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

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**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -  
PHYSICAL DAMAGE - DIRECT**

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This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused \* NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\* Note - If Fire is not an insured peril under this Policy the words from "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

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**CANCELLATION CLAUSE**

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NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this contract of insurance. This insurance may also be cancelled by or on behalf of the Company by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Company shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Company shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Company the Company shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Company shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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**SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION (COMBINED CLAUSE)**

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**LAND, WATER AND AIR EXCLUSION**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure land (including but not limited to land on which the insured property is located), water or air, however and wherever occurring, or any interest or right therein.

**SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- a) any loss, damage, cost or expense, or
- b) any increase in insured loss, damage, cost or expense, or

c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation), which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

#### DEBRIS REMOVAL ENDORSEMENT

THIS ENDORSEMENT CONTAINS PROVISIONS WHICH MAY LIMIT OR PREVENT RECOVERY UNDER THIS POLICY FOR LOSS WHERE COSTS OR EXPENSES FOR DEBRIS REMOVAL ARE INCURRED.

Nothing contained in this Endorsement shall override any Seepage and/or Pollution and/or Contamination Exclusion or any Radioactive Contamination Exclusion or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any other Endorsement which forms part of this Policy) which insures debris removal is cancelled and replaced by the following:

- 1. In the event of direct physical damage to or destruction of property, for which Company hereon agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay (hereinafter referred to as 'Damage or Destruction'), this Policy also insures, within the sum insured, subject to the limitations and method of calculation below, and to all the other terms and conditions of the Policy, costs or expenses;
  - a) which are reasonably and necessarily incurred by the Assured in the removal, from the premises of the Assured at which the Damage or Destruction occurred, of debris which results from the Damage or Destruction; and
  - b) of which the Assured becomes aware and advises the amount thereof to Underwriters hereon within one year of the commencement of such Damage or Destruction.
- 2. In calculating the amount, if any, payable under this Policy for loss where costs or expenses for removal of debris are incurred by the Assured (subject to the limitations in paragraph 1 above):
  - a) the maximum amount of such costs or expenses that can be included in the method of calculation set out in (b) below shall be the greater of U.S. \$25,000 (twenty-five thousand dollars) or 10% (ten percent) of the amount of the Damage or Destruction from which such costs or expenses result; and
  - b) the amount of such costs or expenses as limited in (a) above shall be added to:
    - i. the amount of the Damage or Destruction; and
    - ii. all other amounts of loss, which arise as a result of the same occurrence, and for which Company hereon also agree to pay, or which but for the application of a deductible or underlying amount they would agree to pay; and the resulting sum shall be the amount to which any deductible or underlying amount to which this Policy is subject and the limit (or applicable sub-limit) of this Policy, shall be applied.

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### **SEVERAL LIABILITY NOTICE**

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The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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### **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION CLAUSE**

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It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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### **ELECTRONIC DATE RECONITION EXCLUSION CLAUSE**

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This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

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### **ELECTRONIC DATA CLAUSE**

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#### **1) Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

- a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other

coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

**Listed Perils**

Fire  
Explosion

**2) Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

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**TERRORISM EXCLUSION CLAUSE**

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Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism regardless of any other cause or event contributing or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or governments(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to any act of terrorism.

If the Company allege that by reason of this exclusion, any loss, damage, cost, or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Assured.



In the event, any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions of this Policy shall remain in full force and effect.

In witness whereof, the Company have caused this endorsement to be executed by a duly authorized representative.

  
Authorized Representative

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY GENERAL CHANGE ENDORSEMENT

(To be attached to Master Policy)

Endorsement # 2

This endorsement, effective December 1, 2017 forms a part of Master Policy No. AAM0003480

issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured Mortgagee and Company that the following will apply to the Master Policy.

This policy is subject to Michigan Surplus Lines Tax of 2% and a Surcharge Fee of 0.50%

*Due to changes required since the enactment of the NRRRA, if any of your risks are located in a state other than the home state of this policy additional taxes may apply.*

The prevailing rate for coverage shall be \$1.25 per \$100 for Properties, in all 1<sup>st</sup>, 2<sup>nd</sup> and Exception Tier Counties in Coastal States of TX, LA, AL, MS, GA, SC & NC. (See Defined Counties)

The prevailing rate for coverage shall be \$2.00 per \$100 for all Florida Properties other than in the Following Counties: Broward, Charlotte, Collier, Glades, Hendry, Lee, Miami-Dade, Monroe and Palm Beach, of which the rate shall be \$4.00 per \$100.

**\*\*\*The prevailing rate for coverage shall be the greater of the rates outlined above or the base rates as outlined on the Declarations Page CGI 00\*\*\***

All other terms and conditions of this Policy shall remain in full force and effect.

In witness whereof, Company have caused this endorsement to be executed by a duly authorized representative.



Authorized Representative

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY GENERAL CHANGE ENDORSEMENT

(To be attached to Master Policy)

Endorsement # 3

This endorsement, effective December 1, 2017 forms a part of Master Policy No. AAM0003480

issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured Mortgagee and Company that the following will apply to the Master Policy.

### DEDUCTIBLE ENDORSEMENT

In consideration of the basis on which this Policy has been issued and premiums collected, it is agreed between the Named Insured and the Company that the deductible provision of the Blanket Mortgage Security Policy is amended as follows:

E. 1. Residential Property:

A deductible of \$7,500.00 shall apply to each peril or occurrence, except for Windstorm, Hurricane and Hail and Vandalism and Malicious Mischief.

A deductible for Vandalism and Malicious Mischief shall be \$10,000.00

For Windstorm, Hurricane and Hail the deductible is as described in the subsequent State specific Windstorm, Hurricane and Hail deductible endorsements.

2. Commercial Property:

A deductible of \$7,500.00 shall apply to each peril or occurrence, except for vandalism and malicious mischief for which a deductible of \$10,000.00 shall apply.

All other terms and conditions of this Policy shall remain in full force and effect.

In witness whereof, Company have caused this endorsement to be executed by a duly authorized representative.

  
Authorized Representative

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY GENERAL CHANGE ENDORSEMENT

(To be attached to Master Policy)

Endorsement # 4

This endorsement, effective December 1, 2017 forms a part of Master Policy No. AAM0003480

issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured Mortgagee and Company that the following will apply to the Master Policy.

DWELLING PROPERTY 3A AMENDED FORM CGI 02(10/10) is amended as follows:

The following PERILS INSURED AGAINST are hereby deleted:

4. theft of any property which is not actually part of any dwelling or other structure covered
5. theft in or to a dwelling or other structure under construction

The following EXCLUSION is hereby added:

GENERAL EXCLUSIONS:

- A. 9) **THEFT**

All other terms and conditions of this Policy shall remain in full force and effect.

In witness whereof, Company have caused this endorsement to be executed by a duly authorized representative.

  
Authorized Representative

CGI 05 (10/10)

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY DEMOLITION AND FORECLOSURE EXPENSE ENDORSEMENT

(To be attached to Master Policy)

This endorsement, effective December 1, 2017 forms a part of Master Policy No. AAM0003480

issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured Mortgagee and Company that the following will apply to the Master Policy

If there is a total loss to a building covered by this Policy and resulting from a Peril Insured Against, we will provide an additional amount of insurance to cover loss due to demolition and foreclosure expenses incurred.

The additional amount of insurance will be the lesser of:

- a) \$5,000 per occurrence, or
- b) Ten percent (10%) of the amount of insurance applicable to the insured property.

All other terms and conditions of this Policy shall remain in full force and effect

In witness whereof, the Company have caused this endorsement to be executed by a duly authorized representative.



Authorized Representative

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY TEXAS WINDSTORM, HURRICANE AND HAIL DEDUCTIBLE ENDORSEMENT

(To be attached to Master Policy)

This endorsement, effective December 1, 2017 forms a part of Master Policy No. AAM0003480

issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured Mortgagee and Company that the following will apply to the Master Policy.

This Policy insures against loss caused by, resulting from, or contributed to by windstorm, hurricane, or hail in the following Texas counties:

Aransas	Chambers	Kenedy
Orange	Brazoria	Galveston
Kleberg	Refugio	Calhoun
Jackson	Matagorda	San Patricio
Cameron	Jefferson	Nueces
Willacy	Fort Bend	Hardin
Harris	Liberty	Montgomery
San Jacinto	Jasper	

This Windstorm, Hurricane, or Hail Deductible Endorsement shall have a deductible which is the greater of \$ 10,000 or 5 % of the Insured Amount and does not exclude coverage for the following provided the Policy to which this endorsement is attached affords these coverages:

- A. Loss resulting from rain or wind-driven rain, which does not enter the insured building or structure through an opening, created by the force of wind or hail.
- B. Consequential Loss -(Off Premises).

All other terms and conditions of this Policy shall remain in full force and effect.

In witness whereof, the Company have caused this endorsement to be executed by a duly authorized representative.

  
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Authorized Representative

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY MISSISSIPPI WINDSTORM, HURRICANE AND HAIL DEDUCTIBLE ENDORSEMENT

(To be attached to Master Policy)

This endorsement, effective December 1, 2017 forms a part of Master Policy No. AAM0003480

issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured Mortgagee and Company that the following will apply to the Master Policy.

This Policy insures against loss caused by, resulting from, or contributed to by windstorm, hurricane, or hail in the following Mississippi counties:

Jackson  
Harrison  
Hancock  
Pearle River

This Windstorm, Hurricane, or Hail Deductible Endorsement shall have a deductible which is the greater of \$ 10,000 or 5 % of the Insured Amount and does not exclude coverage for the following provided the Policy to which this endorsement is attached affords these coverages:

- A. Loss resulting from rain or wind-driven rain, which does not enter the insured building or structure through an opening, created by the force of wind or hail.
- B. Consequential Loss - (Off Premises)

All other terms and conditions of this Policy shall remain in full force and effect

In witness whereof, Company have caused this endorsement to be executed by a duly authorized representative.

  
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Authorized Representative

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY LOUISIANA WINDSTORM, HURRICANE AND HAIL DEDUCTIBLE ENDORSEMENT (To be attached to Master Policy)

This endorsement, effective December 1, 2017 forms a part of Master Policy No. AAM0003480  
issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured Mortgagee and Company that the following will apply to the Master Policy.

This Policy insures against loss caused by, resulting from, or contributed to by windstorm, hurricane, or hail in the following Louisiana parishes:

Acadia	Iberville	Orleans	St. Martin
Ascension	Jefferson	Plaquemines	St. Mary
Assumption	Jefferson Davis	St. Bernard	St. Tammany
Calcasieu	Lafayette	St. Charles	Tangipahoa
Cameron	Lafourche	St. James	Terrebonne
Iberia	Livingston	St. John the Baptist	Vermilion
			West Baton Rouge

This Windstorm, Hurricane, or Hail Deductible Endorsement shall have a deductible which is the greater of \$ 10,000 or 5 % of the Insured Amount and does not exclude coverage for the following provided the Policy to which this endorsement is attached affords these coverages:

- A. Loss resulting from rain or wind-driven rain, which does not enter the insured building or structure through an opening, created by the force of wind or hail.
- B. Consequential Loss - (Off Premises).

All other terms and conditions of this Policy shall remain in full force and effect.

In witness whereof, Company have caused this endorsement to be executed by a duly authorized representative.

  
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Authorized Representative



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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY FLORIDA WINDSTORM, HURRICANE AND HAIL DEDUCTIBLE ENDORSEMENT

(To be attached to Master Policy)

This endorsement, effective December 1, 2017 forms a part of Master Policy No. AAM0003480

issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured Mortgagee and the Company that the following will apply to the Master Policy.

This Policy insures against loss caused by, resulting from, or contributed to by windstorm, hurricane, or hail in the following Florida counties:

Bay	Franklin	Miami-Dade	St. Lucie
Brevard	Gulf	Monroe	Taylor
Broward	Hernando	Nassau	Volusia
Collier	Indian River	Oklaooosa	Wakulla
Citrus	Jefferson	Palm Beach	Duval
Dixie	Lee	Santa Rosa	Levy
Escambia	Manatee	Sarasota	Pasco
Flagler	Martin	St. John's	Walton

The following municipalities in **Pinellas County**:

Clearwater Beach  
Dunedin Beach  
St. Petersburg Beach

This Windstorm, Hurricane, or Hail Deductible Endorsement shall have a deductible which is the greater of \$ 10,000 or 5 % of the Insured Amount and does not exclude coverage for the following provided the Policy to which this endorsement is attached affords these coverages:

- A. Loss resulting from rain or wind-driven rain, which does not enter the insured building or structure through an opening, created by the force of wind or hail.
- B. Consequential Loss - (Off Premises).

All other terms and conditions of this Policy shall remain in full force and effect.

In witness whereof, Company have caused this endorsement to be executed by a duly authorized representative.



Authorized Representative

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY ALABAMA WINDSTORM, HURRICANE AND HAIL DEDUCTIBLE ENDORSEMENT

(To be attached to Master Policy)

This endorsement, effective December 1, 2017 forms a part of Master Policy No. AAM0003480

issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured Mortgagee and the Company that the following will apply to the Master Policy.

This Policy insures against loss caused by, resulting from, or contributed to by windstorm, hurricane, or hail in the following Alabama counties:

Baldwin

Mobile

This Windstorm, Hurricane, or Hail Deductible Endorsement shall have a deductible which is the greater of \$ 10,000 or 5 % of the Insured Amount and does not exclude coverage for the following provided the Policy to which this endorsement is attached affords these coverages:

- A. Loss resulting from rain or wind-driven rain, which does not enter the insured building or structure through an opening, created by the force of wind or hail.
- B. Consequential Loss - (Off Premises)

All other terms and conditions of this Policy shall remain in full force and effect.

In witness whereof, Company have caused this endorsement to be executed by a duly authorized representative.



Authorized Representative

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY NORTH CAROLINA WINDSTORM, HURRICANE AND HAIL DEDUCTIBLE ENDORSEMENT

(To be attached to Master Policy)

This endorsement, effective December 1, 2017 forms a part of Master Policy No. AAM0003480

issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured Mortgagee and Company that the following will apply to the Master Policy.

This Policy insures against loss caused by, resulting from, or contributed to by windstorm, hurricane, or hail in the following North Carolina counties:

Beaufort	Jones
Brunswick	New Hanover
Camden	Onslow
Carteret	Pamlico
Chowan	Pasquotank
Craven	Pender
Currituck	Perquimans
Dare	Tyrrell
Hyde	Washington

This Windstorm, Hurricane, or Hail Deductible Endorsement shall have a deductible which is the greater of \$ 10,000 or 5 % of the Insured Amount and does not exclude coverage for the following provided the Policy to which this endorsement is attached affords these coverages:

- A. Loss resulting from rain or wind-driven rain, which does not enter the insured building or structure through an opening, created by the force of wind or hail.
- B. Consequential Loss - (Off Premises).

All other terms and conditions of this Policy shall remain in full force and effect

In witness whereof, the Company have caused this endorsement to be executed by a duly authorized representative.

  
Authorized Representative

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY GEORGIA WINDSTORM, HURRICANE AND HAIL DEDUCTIBLE ENDORSEMENT

(To be attached to Master Policy)

This endorsement, effective December 1, 2017 forms a part of Master Policy No. AAM0003480

issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured Mortgagee and Company that the following will apply to the Master Policy.

This Policy insures against loss caused by, resulting from, or contributed to by windstorm, hurricane, or hail in the following Georgia counties:

Camden  
Chatham  
Glynn  
Liberty  
McIntosh

This Windstorm, Hurricane, or Hail Deductible Endorsement shall have a deductible which is the greater of \$ 10,000 or 5 % of the Insured Amount and does not exclude coverage for the following provided the Policy to which this endorsement is attached affords these coverages:

- A. Loss resulting from rain or wind-driven rain, which does not enter the insured building or structure through an opening, created by the force of wind or hail.
- B. Consequential Loss - (Off Premises).

All other terms and conditions of this Policy shall remain in full force and effect

In witness whereof, the Company have caused this endorsement to be executed by a duly authorized representative.

  
Authorized Representative

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## BLANKET MORTGAGE SECURITY POLICY SOUTH CAROLINA WINDSTORM, HURRICANE AND HAIL DEDUCTIBLE ENDORSEMENT

(To be attached to Master Policy)

This endorsement, effective December 1, 2017 forms a part of Master Policy No. AAM0003480

issued to Stateside APM by the Company.

In consideration of the basis upon which this Policy has been issued it is agreed between the Named Insured Mortgagee and Company that the following will apply to the Master Policy.

This Policy insures against loss caused by, resulting from, or contributed to by windstorm, hurricane, or hail in the following South Carolina counties:

Beaufort  
Charleston  
Colleton  
Georgetown  
Horry

This Windstorm, Hurricane, or Hail Deductible Endorsement shall have a deductible which is the greater of \$ 10,000 or 5 % of the Insured Amount and does not exclude coverage for the following provided the Policy to which this endorsement is attached affords these coverages:

- A. Loss resulting from rain or wind-driven rain, which does not enter the insured building or structure through an opening, created by the force of wind or hail.
- B. Consequential Loss - (Off Premises).

All other terms and conditions of this Policy shall remain in full force and effect

In witness whereof, the Company have caused this endorsement to be executed by a duly authorized representative.

  
Authorized Representative

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## ABSOLUTE MICROORGANISM EXCLUSION

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## ASBESTOS ENDORSEMENT

For and in consideration of the premium charged, it is understood and agreed that this policy does not extend to or provide coverage or indemnity for any claims, directly or indirectly, based upon, arising out of or related to:

- A) Asbestos or any asbestos related injury or damage; or
- B) Any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination or avoidance of asbestos in any environment, building or structure.
- C) The use, exposure, presence, existence, detection, removal, elimination or avoidance of asbestos in any environment, building or structure.

All other terms and conditions of the policy remain unchanged.

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# AGENT ALLIANCE INSURANCE COMPANY

Winston Salem, North Carolina

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## U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

*This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.*

It is hereby noted that the Company has made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.



# Agent Alliance Insurance Company

## Commercial Lines Policy

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**Administrative Office:**

5630 University Parkway  
Winston Salem, NC 27105

**This insurance has been placed with an insurer that is not licensed by the state of Michigan. In case of insolvency, payment of claims is not guaranteed.**

**Richard E Pedack  
Seattle Specialty Insurance Services, Inc.**

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**This policy consists of:**

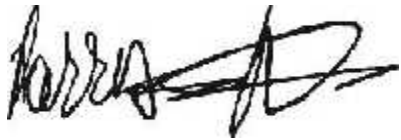
- Declarations
- Common Policy Conditions
- One or more coverage parts.
- A coverage part consists of:
  - One or more coverage forms
  - Applicable forms and endorsements

**Agent Alliance Insurance Company**

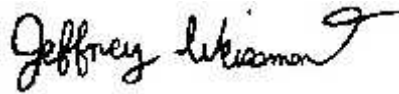
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In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Barry S. Karfunkel  
President



Jeffrey Weissmann  
Secretary



# COMMERCIAL GENERAL LIABILITY DECLARATIONS

INSURANCE COMPANY	PRODUCER
Agent Alliance Insurance Company 5630 University Parkway Winston Salem, NC 27105	Seattle Specialty Insurance Services, Inc. 332-A SW Everett Mall Way Everett, WA 98204
NAMED INSURED / MAILING ADDRESS	POLICY PERIOD
Stateside APM 6445 Citation DR. Suite F Clarkston, MI 48346	From: 12/1/2017 To: 12/1/2018 at 12:01 A.M. at your mailing address shown herein

**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.**

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$	<u>1,000,000.00</u>
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$	<u>N/A</u> Any one premises
MEDICAL EXPENSE LIMIT	\$	<u>1,000.00</u> Any one person
FIRE DAMAGE LIMIT	\$	<u>50,000.00</u> Any one fire
PERSONAL & ADVERTISING INJURY LIMIT	\$	<u>N/A</u> Any one person or organization
GENERAL AGGREGATE LIMIT	\$	<u>2,000,000.00</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	<u>N/A</u>

RETROACTIVE DATE (CG 00 02 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW. RETROACTIVE DATE: <u>None</u> (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS:  <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST  <input type="checkbox"/> LIMITED LIABILITY COMPANY <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)  BUSINESS DESCRIPTION: Private Investor

**ALL PREMISES YOU OWN, RENT OR OCCUPY**

LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
ALL	As defined on endorsement <b>CG 21 44 07 98 LIMITATION OF COVERAGE TO DESIGNATED PREMISES.</b>

**CLASSIFICATION AND PREMIUM**

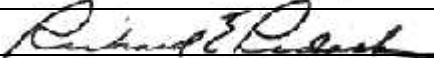
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASIS (per Year)	RATE		ADVANCE PREMIUM	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
All	Residential		\$0.30 per \$100	N/A	N/A	N/A	N/A
All	Commercial		\$0.57 per \$100	N/A	N/A	N/A	N/A

AUDIT PERIOD (IF APPLICABLE)	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY
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**ENDORSEMENTS**

CG 00 01 12 07	Commercial General Liability Coverage Form
CG 00 62 12 02	War Liability Exclusion
CG 21 04 11 85	Exclusion – Products-Completed Operations
CG 21 38 11 85	Exclusion – Personal and Advertising Injury
CG 21 39 10 93	Contractual Liability Limitation
CG 21 44 07 98	Limitation of Coverage to Designated premises or Project
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 52 07 98	Exclusion – Financial Services
CG 21 65 12 04	Total Pollution Exclusion with a Hostile Fire and HVAC Exception
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 91 01 06	Exclusion Nuclear, Chemical and Biological Terrorism
CG G1 05 07 00	Exclusion – Lead
CG G1 10 07 00	Exclusion – Punitive Damages
IL 00 17 11 98	Common Policy Conditions
IL 01 98 09 00	Nuclear Energy Liability Exclusion
IL 70 69 07 98	Exclusion – Asbestos

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

Countersigned: 12/19/2017	By: 
(Date)	(Authorized Representative)

**NOTE**

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

**\*All Premiums Subject to 2% Michigan Surplus Lines Tax and .50% Surcharge Fee.**



# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

## f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

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

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;



- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Distribution Of Material In Violation Of Statutes**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III – Limits Of Insurance.**

## **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section **III – Limits Of Insurance;** and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

**b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

#### **i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

#### **j. Insureds In Media And Internet Type Businesses**

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

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

**p. Distribution Of Material In Violation Of Statutes**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

### a. Any Insured

To any insured, except "volunteer workers".

### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

#### (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**  
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
  - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

#### b. Excess Insurance

(1) This insurance is excess over:

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

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".



3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**10.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**11.** "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1)** Power cranes, shovels, loaders, diggers or drills; or
- (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;

**e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2)** Cherry pickers and similar devices used to raise or lower workers;

**f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

**(1)** Equipment designed primarily for:

- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;

**(2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

**(3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

**16.** "Products-completed operations hazard":

**a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a)** When all of the work called for in your contract has been completed.
  - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**b.** Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17.** "Property damage" means:

**a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

**b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

**a.** Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

**a. Means:**

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

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

## **WAR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** Exclusion **i.** under Paragraph **2.**, **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- i. War**
- "Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:
- (1)** War, including undeclared or civil war; or
  - (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- B.** The following exclusion is added to Paragraph **2.**, **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- WAR**
- "Personal and advertising injury", however caused, arising, directly or indirectly, out of:
- a.** War, including undeclared or civil war; or
  - b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- C.** Exclusion **h.** under Paragraph **2.**, **Exclusions of Section I – Coverage C – Medical Payments** does not apply. Medical payments due to war are now subject to Exclusion **g.** of Paragraph **2.**, **Exclusions of Section I – Coverage C – Medical Payments** since "bodily injury" arising out of war is now excluded under Coverage **A.**

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

## **EXCLUSION – PRODUCTS-COMPLETED OPERATIONS HAZARD**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

## **EXCLUSION – PERSONAL AND ADVERTISING INJURY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

COVERAGE B (Section I) does not apply and none of the references to it in the Coverage Part apply.

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

## **CONTRACTUAL LIABILITY LIMITATION**

This endorsement modifies insurance provided under the following:

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

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement.



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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Premises:</b> Those premises within your real estate mortgage portfolio classified by you as those owned properties ("Real Estate Owned") in your deeded legal possession or those properties in which you serve as trustee or receiver or servicing agent on behalf of a trustee or receivership interest or those properties upon which you have initiated foreclosure proceedings, reported to us for coverage on our monthly Reporting Schedule accompanied by payment of the applicable premium. A property location shall not be considered a designated premises: (1) prior to the latter of a legally enforceable deed had been filed with the proper public office, or the Coverage Period effective date as reported on our monthly Reporting Schedule; or (2) after the earlier of the date of sale of the property location as evidenced by a valid sales contract or the Coverage Period expiration date as reported on our monthly Reporting Schedule; or (3) before the earlier of the filing date of foreclosure proceedings or the Coverage Period effective date as reported on our Monthly Reporting Schedule.</p>
<p><b>Project:</b> Not Applicable</p>

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

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

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

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

## **EXCLUSION – FINANCIAL SERVICES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" resulting from the rendering of or the failure to render financial services by any insured to others. For the purpose of this exclusion, financial services include but are not limited to:

1. Planning, administering or advising on:
  - a. Any:
    - (1) Investment;
    - (2) Pension;
    - (3) Annuity;
    - (4) Savings;
    - (5) Checking; or
    - (6) Individual retirement plan, fund or account;
  - b. The issuance or withdrawal of any bond, debenture, stock or other securities;
  - c. The trading of securities, commodities or currencies; or
  - d. Any acquisitions or mergers;
2. Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;
3. Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;
4. Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;
5. Checking or reporting of credit;
6. Maintaining of financial accounts or records;
7. Tax planning, tax advising or the preparation of tax returns; or
8. Selling or issuing travelers checks, letters of credit, certified checks, bank checks or money orders.

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

## **TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

#### **f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
- (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C.** The following definition is added to the **Definitions** Section:
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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

## **EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM**

This endorsement modifies insurance provided under the following:

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

**A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
  - a. That involve the following or preparation for the following:
    - (1) Use or threat of force or violence; or
    - (2) Commission or threat of a dangerous act; or
    - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b. When one or both of the following applies:
    - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

**B.** The following exclusion is added:

### **EXCLUSION OF TERRORISM**

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

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

## **EXCLUSION – LEAD**

This endorsement modifies insurance provided under the following:

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

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

(This insurance does not apply to:)

- q.** any injury, damage, loss, cost, payment or expense, including but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation, absorption, contact with or exposure to lead, lead compounds or lead which is or was contained or incorporated into any material or substance. This exclusion applies but is not limited to:

- (1)** Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with the above; and
- (2)** Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such injury or damage, loss, cost, payment or expense; or
- (3)** Any request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of lead, lead compounds or materials or substances containing lead.

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

## **EXCLUSION – PUNITIVE DAMAGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

(This insurance does not apply to:)

- u.** any claim, action, judgment, settlement, loss, defense, cost, or expense arising out of punitive, exemplary or non-compensatory damages in whatever form assessed.

The following exclusion is added to Paragraph 2.,  
**Exclusions of Section I – COVERAGE B – PER-  
SONAL AND ADVERTISING INJURY LIABILITY:**

(This insurance does not apply to “personal and  
advertising injury”:)

- (14)** arising from any claim, action, judgment, settlement, loss, defense, cost, or expense arising out of punitive, exemplary or non-compensatory damages in whatever form assessed.



## COMMON POLICY CONDITIONS

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

### A. Cancellation

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

### B. Changes

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

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

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

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

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

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

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

### E. Premiums

The first Named Insured shown in the Declarations:

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

### F. Transfer Of Your Rights And Duties Under This Policy

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

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

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 PROFESSIONAL LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

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

## **EXCLUSION – ASBESTOS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
PRODUCTS AND COMPLETED OPERATIONS COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of or related in any way to asbestos or asbestos-containing materials.

We shall not have the duty to defend any such claim or “suit”.