

**IN THE THIRTEENTH JUDICIAL CIRCUIT IN AND FOR HILLSBOROUGH
COUNTY, FLORIDA CIRCUIT CIVIL DIVISION**

DIME FITNESS, LLC, DBA: ANYTIME FITNESS

a Domestic Corporation,
Plaintiff,

vs

Case No. _____

MARKEL INSURANCE COMPANY

a Foreign Corporation,
Defendant,

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW, the Plaintiff, DIME FITNESS, LLC, DBA: ANYTIME FITNESS (“ANYTIME FITNESS”), by and through its undersigned Attorney, and files this it’s complaint against the Defendant, MARKEL INSURANCE COMPANY (“MARKEL”), and alleges:

JURISDICTION

1. The matter in controversy exceeds the sum of \$30,000.00 exclusive of interest, attorney’s fees and costs.

2. Plaintiff, ANYTIME FITNESS, was, at all times material to the allegations in this Complaint, a Corporation organized and existing under the laws of the State of Florida and engaged in the business of operating its fitness center, located at 9573 Commercial Way, Weeki Wachee, Florida 34613.

3. Defendant, MARKEL INSURANCE COMPANY, is and at all times material to the allegations in this Complaint, was a Corporation organized and existing under the laws of

the State of Virginia, having its principal place of business in Glenn Allen, Virginia, who was authorized and licensed to do business in the State of Florida as an insurer and who had an agent in Hillsborough County, Florida making venue proper in Hillsborough County, Florida pursuant to Florida Statute Section 47.051.

COMMON ALLEGATIONS

4. At all times material to this action, there was in existence, a policy of insurance issued by Defendant to Plaintiff, providing coverage to Plaintiff's fitness center located at 9573 Commercial Way, Weeki Wachee, Florida 34613. To the best of Plaintiff's information and belief, a copy of the subject policy is attached hereto as **Exhibit "A"** and is incorporated by reference herein. However, this might not be the full and complete copy. Plaintiff would allege that the Defendant has a full and complete copy of the subject policy of insurance.

5. The subject insurance policy, among other things, provides coverage for loss of business income and extra expense caused by action of civil authority preventing access to the insured premises as more specifically set forth in Form MCP 1217 09 14, which provides in pertinent part as follows:

(6) Additional Coverages

(a) Civil Authority

In this Additional Coverage, Civil authority, the described premises are premises to which this endorsement applies.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for actual loss of Business Income you sustain and necessary Extra Expense you incur caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (i) **Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and**
- (ii) **The action of a civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or action is taken to enable civil authority to have unimpeded access to the damaged property.**

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (i) **Four consecutive weeks after the date of that action; or**
- (ii) **When your civil authority Coverage for Business Income coverage ends; whichever is later.**

Form CP 01 25 02 12 provides as follows:

The following applies to the Additional Coverage – Civil Authority under the Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form and Extra Expense Coverage Form:

- 1. The Additional Coverage – Civil Authority includes a requirement that the described premises are not more than one mile from the damaged property. With respect to described premises located in Florida, such one-mile radius does not apply.**
- 2. The Additional Coverage – Civil Authority is limited to a coverage period of up to four weeks. With respect to described premises located in Florida, such four-week period is replaced by a three-week period.**
- 3. Civil Authority coverage is subject to all other provisions of that Additional Coverage.**

6. On or about March 20, 2020, Florida Governor Ron DeSantis signed Executive Order Number 20-71, a Civil Authority ordering the closure of non-essential storefront businesses, and which specifically identified gyms and fitness centers as business that must be closed throughout all of Florida. **Executive Order Number 20-71 is attached hereto as Exhibit as Exhibit “B” and incorporated by reference herein.**

7. Plaintiff alleges that other businesses were likewise shut down due to the attached order, within 1 mile or more of the insured location.

8. Plaintiff further alleges that this Executive Order from Florida Governor Ron DeSantis was in response to the state of emergency in Florida, due to the threat of Covid-19, as more specifically described in the order.

COUNT I – BREACH OF CONTRACT

9. Plaintiff re-alleges and incorporates allegations one (1) through nine (8) above.

10. Plaintiff suffered a loss of business income caused by the above mentioned action of civil authority that prohibited access to property near Plaintiff’s insured location, because of loss of use, or damage to, property caused by, or resulting from, the civil order, which Plaintiff referenced and is a covered cause of loss under the terms and conditions of the policy quoted above.

11. Under the terms and conditions of the subject policy, Defendant is obligated to pay Plaintiff’s actual loss of business income and any other extra expense caused by the action of civil authorities pursuant to the terms and conditions of the subject policy.

12. Plaintiff submitted a claim for business income and extra expense losses caused by the above mentioned actions of civil authority to the Defendant.

13. By letter, dated May 19, 2020, Defendant denied coverage for the subject claim. **Attached as Exhibit “C” is a copy of the denial letter.**

14. Because of Defendant’s failure to pay Plaintiff’s claim, Defendant has materially breached the terms and conditions of the subject policy.

15. All conditions precedent to recover under the subject policy have been performed by the Plaintiff or waived by the Defendant.

16. Because of Defendant’s breach of the subject insurance policy, Plaintiff has had to retain the services of the undersigned attorneys and have agreed to pay the undersigned attorneys a reasonable fee.

WHEREFORE, Plaintiff, DIME FITNESS, LLC, DBA ANYTIME FITNESS, demands judgment for damages, together with interest, costs and reasonable attorneys fees, pursuant to Section 627.428, Florida Statutes, together with such other and further relief which the Honorable Court may deem proper and demands trial by jury on all issues so triable by jury.

COUNT II – DECLARATORY JUDGMENT

17. Plaintiff re-alleges and incorporates allegations one (1) through nine (8) above.

18. This is an action for Declaratory Judgment to determine liability under the subject insurance policy pursuant to Chapter 86, Florida Statutes.

19. Plaintiff contends that the subject claim for business interruption is a covered cause of loss because the order of civil authority prevented access to Plaintiff’s property and caused the business to be shut down.

20. Defendant denied the claim of Plaintiff alleging that the subject policy did not provide coverage for multiple reasons. Those reasons are as follows:

A. Physical Loss or Damage

21. Defendant's first basis for denial was that there was no direct physical loss or damage to property at the insured premises.

22. The subject policy, under civil authority (MCP 1217 09 14) provides as follows:

(6) Additional Coverages

(a) Civil Authority

In this Additional Coverage, Civil authority, the described premises are premises to which this endorsement applies.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for actual loss of Business Income you sustain and necessary Extra Expense you incur caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (i) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and**
- (ii) The action of a civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or action is taken to enable civil authority to have unimpeded access to the damaged property.**

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (i) Four consecutive weeks after the date of that action; or**
- (ii) When your Civil authority Coverage for Business Income coverage ends; whichever is later.**

Form CP 01 25 02 12 provides as follows:

The following applies to the Additional Coverage – Civil Authority under the Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form and Extra Expense Coverage Form:

- 1. The Additional Coverage – Civil Authority includes a requirement that the described premises are not more than one mile from the damaged property. With respect to described premises located in Florida, such one-mile radius does not apply.**
- 2. The Additional Coverage – Civil Authority is limited to a coverage period of up to four weeks. With respect to described premises located in Florida, such four-week period is replaced by a three-week period.**
- 3. Civil Authority coverage is subject to all other provisions of that Additional Coverage.**

23. Plaintiff alleges that this additional coverage only requires damage to premises next to Plaintiff's property by stating "When a Covered Cause of Loss causes damage to property other than property at the described premises". This clause does not require direct physical loss or damage to property at your (the insured's) premises.

24. The above quoted policy provision is ambiguous and unclear as to whether or not direct physical loss or damage is required at the insured premises to trigger civil authority coverage; and a reasonable interpretation of the policy should be that if property within 1 mile of, or within the entire state of, the insured location suffers "damage" (not direct physical loss or damage), and a civil authority prevents access to that property, as well as the insured property, there is coverage for the business interruption loss.

25. Plaintiff contends that Defendant has erroneously construed the subject insurance policy and that Plaintiff is entitled to recover damages for business interruption due to civil authority.

B. No Covered Cause of Loss

26. Defendant's second basis for denial of Plaintiff's claim is that there was no covered cause of loss.

27. Plaintiff alleges that closure by civil authority is a covered cause of loss. Plaintiff further alleges that the subject policy is an ‘all risk’ policy, which provides that the loss is covered, unless specifically excluded.

28. Defendant cites to exclusions which Plaintiff alleges do not apply to the subject loss. Under an all risk policy, if the loss is not specifically excluded, then pursuant to the terms and conditions of the subject policy, the loss would be covered. Because closure of the business due to civil authority is not an excluded cause of loss, Plaintiff alleges the damage to both the damaged premises, and the insured premises were caused by a covered cause of loss, and therefore, this claim should be covered.

29. The policy is ambiguous and unclear as to what should be considered a covered cause of loss, and whether shut down due to order of civil authority is a covered cause of loss. A reasonable interpretation of the policy should be that if the loss is not excluded, then there is coverage for the business interruption loss.

30. Plaintiff contends that Defendant has erroneously construed the subject insurance policy and that Plaintiff is entitled to recover damages for business interruption due to civil authority.

C. Civil Authority

31. Defendant’s third basis for denial of Plaintiff’s claim was that “civil authority does not apply” in this matter, because the information provided could not establish that the actual loss of business income sustained, was caused by an action of civil authority, which prohibited access to the described premises. Defendant’s belief is that the Executive Order referenced above, was only a “proactive measure to mitigate the spread of Covid-19.”

32. Plaintiff alleges that that Florida Executive Order 20-71 was a proper civil authority.

33. Damage to the insured property, and damage to property within one mile or more of the insured property occurred when access to both were prohibited by this civil authority.

34. The Executive Order itself, under Section 2, Gyms and Fitness Centers, states: “I hereby order the closure of gymnasiums and fitness centers within the State of Florida.” The basis of the Order, Covid-19, is a dangerous physical condition, which is explained in more detail within the Order attached.

35. Plaintiff contends that Defendant has erroneously mischaracterized and understood the civil authority in this matter, and that Plaintiff is entitled to recover via this civil authority.

D. Virus or Bacteria Exclusion

36. Forth, the Defendant alleges that the loss is excluded due to the Virus or Bacteria Exclusion. This specific exclusion provides as follows:

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERICAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

A. The exclusion set forth in Paragraph B. applies to all coverage under all forms and endorsements that comprise this Coverage Part of Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.

B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from “fungus”, wet or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.

C. With respect to any loss or damage subject to the exclusion in Paragraph B. such exclusion supersedes any exclusion relating to “pollutants”.

D. The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:

- 1. Exclusion of “Fungus”, Wet Rot, Dry Rot And Bacteria; and**
- 2. Additional Coverage – Limited Coverage for “Fungus”, Wet Rot, Dry Rot and Bacteria, including any endorsement increasing the scope or amount of coverage.**

E. The terms of the exclusion in Paragraph B., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part of Policy.

37. Plaintiff alleges that this is the standard Insurance Services Office, Inc. (ISO) language which has been incorporated into Defendant’s policy. Pursuant to the ISO themselves, this endorsement was only meant to exclude the cost of damages to either the insured location or the insured’s products when a virus specifically infected the insured location. See the attached ISO circular regarding this endorsement attached hereto as Exhibit “D”. Because there is no allegation that the insured property was specifically affected by the Covid-19 virus, this particular exclusion does not apply,

38. The above quoted policy exclusion is ambiguous and unclear as to what is excluded and should be considered as only excluding costs when a virus or bacteria affects the interior of the insured property or affects the product of the insured. A reasonable interpretation would be that this exclusion does not exclude orders by civil authority regarding Covid-19 because Covid-19 did not actually affect the interior of the insured location and that there is coverage for the business interruption loss.

39. Plaintiff contends that Defendant has erroneously construed the subject insurance policy and that Plaintiff is entitled to recover damages for business interruption due to civil authority.

Conclusion

40. Plaintiff contends that Defendant has erroneously construed the subject insurance policy and that Plaintiff is entitled to recover damages for business interruption due to civil authority.

41. Plaintiff is in doubt of its rights and obligations under the subject policy as to whether Defendant is required to pay the business interruption claim under the terms and conditions of the subject policy.

42. An actual controversy of a justiciable nature as to whether Plaintiff is entitled to recover business interruption damages under the subject policy exists between Plaintiff and Defendant involving the rights and liabilities of Plaintiff and Defendant under the policy of insurance attached hereto and Plaintiff is in doubt as to its rights under the subject policy.

43. The controversy existing between Plaintiff and Defendant may be determined by a judgment of this Honorable Court without the necessity of other law suits.

44. Plaintiff has no other adequate remedy of law.

45. Because of Defendant's wrongful denial of Plaintiff's claim, Defendant has materially breached the terms and conditions of the subject policy.

46. All conditions precedent to recovery under the subject policy has been performed by Plaintiff and their agent or waived by Defendant.

47. Because of Defendant's breach of the subject insurance policy, Plaintiff has had to retain the services of the undersigned attorneys and agreed to pay the undersigned attorneys a reasonable fee.

WHEREFORE, Plaintiff, DIME FITNESS, LLC, DBA ANYTIME FITNESS, demands judgment declaring that Defendant, MARKEL INSURANCE COMPANY, is required to pay Plaintiff the damages resulting from the above business interruption claim and that judgment be entered for Plaintiff's damages, together with interest, costs and reasonable attorneys fees pursuant to Section 627.428, Florida Statutes, together with such other and further relief which this Honorable Court may deem proper and demands trial by jury on all issues so triable by jury.

Dated this 6th day of July, 2020.

/s/ Ronald S. Haynes

RONALD S. HAYNES, ESQ.
CHRISTOPHER LIGORI & ASSOCIATES
117 S. Willow Ave.
Tampa, FL 33606
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FLORIDA BAR # 153052
Attorney for Plaintiff
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/s/ James Magazine

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Co-Counsel for Plaintiff

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Visit markelinsurance.com to access:

- Safety education
- Training resources
- Newsletters



EXHIBIT "A"



HOW TO REPORT A CLAIM

How to Report a New Claim:

- Email: newclaims@markelcorp.com
- FAX: (855) 662-7535
- *Phone: (800) 362-7535
- Mail: P.O. Box 2009, Glen Allen, VA 23058-2009

Please complete the appropriate ACORD form in detail and include the name and phone number of the contact person at the location of the reported incident. If possible, please attach a copy of the facility incident report. When reporting an auto claim, please identify the unit # on the schedule along with the VIN#. If the loss/claim involves a building or damage to property, please provide the physical address of the property.

***Please refer to your specific policy language for new claim reporting requirements. Some policies require you to report all claims in writing only.**

How to send Supplemental Information / Questions on an existing claim:

- Email: markelclaims@markelcorp.com
- FAX: (855) 662-7535
- Phone: (800) 362-7535
- Mail: P.O. Box 2009, Glen Allen, VA 23058-2009

If you have questions about a claim, please call 1-800-362-7535.

Inquiries may also be faxed to 1-855-662-7535.



Markel Insurance Company

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <https://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



MARKEL CORPORATION

PRIVACY NOTICE

Markel is committed to safeguarding your privacy. We understand your concerns regarding the privacy of your nonpublic personal information. No nonpublic personal information is required to be collected when you visit our websites; however, this information may be requested in order to provide the products and services described. We do not sell nonpublic personal information to non-affiliated third parties for marketing or other purposes. We only use and share this type of information with non-affiliated third parties for the purposes of underwriting insurance, administering your policy or claim and other purposes as permitted by law, such as disclosures to insurance regulatory authorities or in response to legal process. Notwithstanding the foregoing, we may use this information for the purpose of marketing our own products and services to you.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from consumer reporting agencies and inspection reports.

We do not disclose any nonpublic personal information about our customers/claimants or former customers/claimants to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Service providers, such as insurance agents and/ or brokers and claims adjusters; and/or
- Other non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

Residents of California:

You may request to review and make corrections to recorded non-public personal information contained in our files. A more detailed description of your rights and practices regarding such information is available upon request. Please contact your agent/broker for instructions on how to submit a request to us.



Markel Insurance Company

FLORIDA LOSS CONTROL SERVICES POLICYHOLDER NOTICE

Policyholder: Dime Fitness LLC

RE: Loss Control Consultation Services

Markel's insurance program consists of more than just a policy. It is services, resources and relationships that involve a team of professionals servicing your account.

The following are just some of the loss control / risk management services available to you with this policy:

- o Risk Management for hazard identification including on-site inspections, if applicable;
- o Consultation to assist with your risk management plans, safety and health issues;
- o Assistance in conducting effective accident investigations;
- o Reviews of written safety programs;
- o In-house claims handling; and
- o Risk Management library of information available at www.riskmanagementlibrary.com.

We encourage you to take advantage of these valuable services available to Markel clients on a complimentary basis. We look forward to being an important part of your loss control program in the coming years.

To obtain more information on the nature of these valuable loss control services, please contact your insurance agent/broker or your Markel underwriter.



POLICYHOLDER NOTICE

FLORIDA - OPTIONAL HURRICANE DEDUCTIBLE

CAUTION: No coverage is provided by this notice nor can this notice be construed to replace any provision of your policy. You should carefully read your policy, any attached endorsements and your declaration page for complete information on the coverages and policy limits you are provided. If there is any conflict between this summary and the policy, THE PROVISIONS OF THE POLICY, THE ATTACHED ENDORSEMENTS, AND THE DECLARATIONS PAGE WILL PREVAIL.

Residents of the State of Florida are entitled to optional Hurricane Damage Deductibles on Residential Risks covered under Commercial Property Policies.

You may choose a 1%, 2%, 3%, 5% or 10 % Hurricane Damage Deductible (subject to a \$500 minimum deductible per occurrence).

If you choose a Hurricane Damage Deductible you also have the following alternatives as respects to your hurricane deductible:

- A Hurricane deductible that applies on an annual basis to all covered hurricane losses that occur during the calendar year for losses that are covered under one or more policies issued by the same insurer or an insurer in the same insurer group; and
- A Hurricane deductible that applies to each hurricane. If you are interested in such deductible options, please contact your Agent.



IMPORTANT INFORMATION TO POLICYHOLDERS

The state of Florida requires an insurer to make a telephone number available for policy- holders to present inquiries or obtain information about coverage, and provide assistance in resolving complaints.

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact the insurance company issuing this policy directly at the address below:

**MARKEL INSURANCE COMPANY
MARKEL AMERICAN INSURANCE COMPANY
4600 COX ROAD
GLEN ALLEN, VIRGINIA 23060-9817
(800) 431-1270**

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the:

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES
CONSUMER PROTECTION DIVISION
Within the state of Florida: 1-877-693-5236
Outside of the state of Florida: 1-850-413-3089**

Operators will provide you with additional information as to which particular office location and address to mail in your complaints/concerns.

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or Bureau of Insurance, please have your **Policy Number** available.



Markel Insurance Company

TANNING DEVICE LIMITATION ADVISORY NOTICE TO POLICYHOLDERS

This Notice does **not** form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following endorsement, which applies to your policy being issued by us:

Tanning Device Limitation MGL 1318 09 14

When a Tanning Device Limitation endorsement is attached to your policy, coverage is excluded for liability for which any insured may be held liable due to:

Tanning Activities and Medical Monitoring

- Health hazards, including ultraviolet exposure which results in, but not limited to the following:
 - Diseases such as cancer or precancerous conditions;
 - Eye damage;
 - Immunosuppression;
 - Poisoning;
 - Premature skin aging; and
 - Skin aging.
- Insured's failure to provide protective eye wear
- Customers or guest failure to wear the protective eye wear
- Customers or guest overexposure due to their manipulation of tanning device timing controls

The attachment of this endorsement may result in a reduction of coverage.



Markel Insurance Company

POLICYHOLDER NOTICE

SYSTEMS BREAKDOWN COVERAGE

ENHANCEMENT TO YOUR COMMERCIAL PROPERTY COVERAGE

MARKEL INSURANCE COMPANY HAS MADE OUR COMMERCIAL PROPERTY POLICIES BROADER BY ADDING "SYSTEMS BREAKDOWN" COVERAGE.

THIS VALUABLE ENHANCEMENT PROVIDES COVERAGE FOR THE MECHANICAL, ELECTRICAL AND PRESSURE SYSTEMS BREAKDOWN OF MANY TYPES OF ELECTRICAL, PRESSURE AND/OR MECHANICAL EQUIPMENT YOU USE IN YOUR BUSINESS. A FEW EXAMPLES OF COVERED TYPES OF EQUIPMENT ARE HEATING, AIR CONDITIONING AND REFRIGERATION SYSTEMS; HOT WATER HEATERS; TELEPHONE SYSTEMS; SECURITY SYSTEMS; COMPUTER SYSTEMS AND MUCH, MUCH MORE!

THE SERVICE AND COST TO INSPECT ANY JURISDICTIONALLY REQUIRED OBJECT(S) IS INCLUDED IN YOUR PREMIUM. THIS SERVICE WILL BE PROVIDED BY OUR INSURANCE PARTNER, MUTUAL BOILER REINSURANCE. IF YOU HAVE A QUESTION ABOUT THIS SERVICE OR REQUIRE A JURISDICTIONAL INSPECTION, PLEASE CALL YOUR AGENT OR MUTUAL BOILER'S INSPECTION HOTLINE AT (800) 814-4458 AT LEAST 60 DAYS PRIOR TO THE CERTIFICATE EXPIRATION.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR INSURANCE AGENT WHO WILL BE HAPPY TO PROVIDE YOU WITH MORE DETAILS.

YOUR OPTION TO EXCLUDE SINKHOLE COVERAGE

Your policy provides coverage for Catastrophic Ground Cover Collapse and Sinkhole loss. Catastrophic Ground Cover Collapse coverage applies when ground cover collapse results in the covered property being condemned or uninhabitable. Sinkhole Loss means loss or damage to Covered Property when structural damage to the building, including the foundation, is caused by settlement or systematic weakening of the earth supporting the building, only when such settlement or systematic weakening results from movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

FLORIDA LAW REQUIRES THAT YOU ARE PROVIDED COVERAGE FOR CATASTROPHIC GROUND COVER COLLAPSE. HOWEVER, IF YOU WISH TO REJECT COVERAGE FOR SINKHOLE LOSSES, YOU MAY DO SO BY SIGNING BELOW AND RETURNING THIS FORM TO YOUR AGENT OR COMPANY REPRESENTATIVE. THE ENDORSEMENT PROVIDING SINKHOLE LOSS COVERAGE WILL BE REMOVED FROM YOUR POLICY WITH A CORRESPONDING ADJUSTMENT TO YOUR POLICY PREMIUM.

Dime Fitness LLC

(Name of business entity)

does not want the insurance on its Loc 001, Bldg 001 to pay for damage from Sinkhole Loss.
(identify structure(s))

Dime Fitness LLC

(Name of business entity)

will be responsible for these costs.

<u>Policyholder/Applicant's Signature</u>	<u>Print Name</u>	<u>Date</u>
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Dime Fitness LLC

Named Insured (As shown on policy)

HCP1375-02

11/26/2019

Policy Number

Effective Date



Markel Insurance Company

Ten Parkway North
Deerfield, Illinois 60015
(800) 431-1270

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

A handwritten signature in black ink that reads "Richard R. Dimman".

Secretary

A handwritten signature in black ink that reads "Barry W. Jones".

President



MARKEL INSURANCE COMPANY

COMMERCIAL LINES POLICY DECLARATIONS

POLICY NUMBER: HCP1375-02

PREVIOUS POLICY NUMBER: HCP1375-01

COMPANY NAME Markel Insurance Company	PRODUCER NAME Markel Service Incorporated 4600 Cox Road Glen Allen, VA 23060	59472
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NAMED INSURED: Dime Fitness LLC
DBA: Anytime Fitness

MAILING ADDRESS: 7628 Weehawken Dr
Zephyrhills, FL 33540

POLICY PERIOD: FROM 11/26/2019 TO 11/26/2020
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

BUSINESS DESCRIPTION | Fitness Center

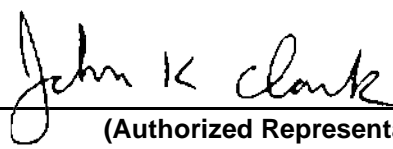
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

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

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$1,169.00
COMMERCIAL PROPERTY COVERAGE PART	\$1,357.00
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	EXCLUDED
TERRORISM - CERTIFIED ACTS (PROPERTY)	EXCLUDED
	TOTAL: \$2,526.00
TOTAL TAXES, SURCHARGES AND FEES(SEE SCHEDULE):	\$5.36
	TOTAL PAYABLE: \$2,531.36

POLICY NUMBER: HCP1375-02

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):
See Schedule of Forms and Endorsements.

Countersigned 11/18/19	By: 
(Date)	(Authorized Representative)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: HCP1375-02	EFFECTIVE DATE: 11/26/2019
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NUMBER

TITLE

COMMON

MJIL 1000 (06-10) Signature Page
MD 001 (07-02) Commercial Lines Policy Declarations
IL 00 03 (09-08) Calculation Of Premium
IL 00 17 (11-98) Common Policy Conditions
IL 00 21 (09-08) Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 75 (09-07) Florida Changes - Legal Action Against Us
IL 02 55 (03-16) Florida Changes - Cancellation And Nonrenewal
IL 04 01 (02-12) Florida - Sinkhole Loss Coverage
IL 04 15 (04-98) Protective Safeguards
IL 09 35 (07-02) Exclusion Of Certain Computer-Related Losses
IL 09 53 (01-15) Exclusion of Certified Acts of Terrorism
MIL 1214 (09-17) Trade Or Economic Sanctions
MIL 1267 (01-15) The Monument Endorsement

PROPERTY

MD010 (09-95) Commercial Property Coverage Part Declarations
CP 00 10 (06-07) Building And Personal Property Coverage Form
CP 00 90 (07-88) Commercial Property Conditions
CP 01 25 (02-12) Florida Changes
CP 01 40 (07-06) Exclusion Of Loss Due To Virus Or Bacteria
CP 10 30 (06-07) Causes of Loss - Special Form
CP 10 32 (08-08) Water Exclusion Endorsement
CP 10 54 (06-07) Windstorm or Hail Exclusion
CP 12 18 (06-07) Loss Payable Provisions
MCP 031 (08-01) Mechanical, Electrical Or Pressure Systems Breakdown Extension Endorsement
MCP 1217 (09-14) Health Clubs Commercial Property Elite Enhancement
MCP-TERR-2 (01-15) Confirmation of Exclusion of Certified Acts of Terrorism Coverage - Terrorism Risk Insurance Act
MIL 150 (10-10) "Fungus", Wet Rot, Dry Rot And Bacteria Exclusion

GENERAL LIABILITY

MDGL 1500 (03-14) Commercial General Liability Policy Declarations
CG 00 01 (04-13) Commercial General Liability Coverage Form
CG 02 20 (03-12) Florida Changes - Cancellation And Nonrenewal
CG 20 11 (04-13) Additional Insured - Managers Or Lessors Of Premises
CG 20 29 (04-13) Additional Insured - Grantor Of Franchise
CG 21 06 (05-14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 33 (11-85) Exclusion - Designated Products
CG 21 47 (12-07) Employment-Related Practices Exclusion
CG 21 65 (12-04) Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception
CG 21 73 (01-15) Exclusion of Certified Acts of Terrorism
CG 21 96 (03-05) Silica Or Silica-Related Dust Exclusion
CG 22 67 (10-93) Corporal Punishment

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: HCP1375-02	EFFECTIVE DATE: 11/26/2019
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NUMBER

TITLE

GENERAL LIABILITY

CG 24 26 (04-13)	Amendment of Insured Contract Definition
MGL 132 (09-95)	Trampoline Exclusion
MGL134 (05-09)	Wall Climbing Exclusion
MGL 183 (06-98)	Swimming Pool Exclusion
MGL191 (09-08)	Non-Owned And Hired Automobile Liability
MGL 205 (10-01)	Employees As Insureds
MGL 1228 (03-14)	Health And Fitness Clubs Commercial General Liability Enhancement
MGL 1229 (01-16)	Health or Fitness Clubs and Spas Professional Liability Coverage
MGL 1265 (09-14)	Health Or Fitness Clubs And Spas Abuse Or Molestation Coverage
MGL 1306 (03-14)	Exclusion - Martial Arts
MGL 1307 (03-14)	Exclusion - Sexually Transmitted Disease
MGL 1311 (08-14)	Exclusion - Ring or Cage Sports
MGL 1315 (08-14)	Exclusion - Parkour and Related Activities
MGL 1318 (09-14)	Tanning Device Limitation
MGL 1319 (01-16)	Exclusion - Unmanned Aircraft
MGL-TERR-2 (01-15)	Confirmation of Exclusion of Certified Acts of Terrorism Coverage - Terrorism Risk Insurance Act
MIL006 (05-09)	Lead Liability Exclusion
MIL024 (03-00)	Multiple Policies Endorsement
MIL 127-FL (05-09)	Florida Asbestos Exclusion
MIL 1301-FL (03-14)	Florida Exclusion - Fungi or Bacteria

SCHEDULE OF TAXES, SURCHARGES AND FEES

POLICY NUMBER: HCP1375-02	EFFECTIVE DATE: 11/26/2019
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FL Emergency Management, Preparedness and Assistance Trust Fund	\$4.00
FL State Fire Marshal Surcharge	\$1.36
Total	\$5.36

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL 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

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL 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

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.

FLORIDA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The following replaces the second paragraph of the **Legal Action Against Us** Condition:

LEGAL ACTION AGAINST US

Legal action against us involving direct physical loss or damage to property must be brought within 5 years from the date the loss occurs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

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

2. Cancellation For Policies In Effect 90 Days Or Less

a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with underwriting requirements established by the insurer.

b. We may not cancel:

(1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

(2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

B. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

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. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

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

7. Cancellation For Policies In Effect For More Than 90 Days

a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) In the event of failure to comply, within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;
- (4) There has been a substantial change in the risk covered by the policy;
- (5) The cancellation is for all insureds under such policies for a given class of insureds;
- (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.

b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium;

(2) 45 days before the effective date of cancellation if:

(a) Cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(7)** above, and this policy does not cover a residential structure or its contents; or

(b) Cancellation is based on the reason stated in Paragraph **7.a.(8)** above;

(3) 120 days before the effective date of cancellation if:

(a) Cancellation is for one or more of the reasons stated in Paragraphs **7.a.(2)** through **7.a.(7)** above; and

(b) This policy covers a residential structure or its contents.

c. If this policy has been in effect for more than 90 days and covers a residential structure or its contents, we may not cancel this policy based on credit information available in public records.

D. The following is added:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:

a. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents, or if nonrenewal is for the reason stated in Paragraph **D.5.**; or

b. 120 days prior to the expiration of the policy if this policy covers a residential structure or its contents.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. We may not refuse to renew this policy:

a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

b. On the basis of filing of claims for sinkhole loss. However, we may refuse to renew this policy if:

- (1) The total of such property insurance claim payments for this policy equals or exceeds the policy limits in effect on the date of loss for property damage to the covered building; or
- (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or

c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

4. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if this policy includes Sinkhole Loss coverage. If we nonrenew this policy for purposes of removing Sinkhole Loss coverage, pursuant to section 627.706, Florida Statutes, we will offer you a policy that includes catastrophic ground cover collapse coverage.

5. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

E. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property

1. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:

a. Except as provided in Paragraph **E.1.b.**, we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure or its contents have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.

b. We may cancel or nonrenew the policy prior to restoration of the structure or its contents for any of the following reasons:

- (1) Nonpayment of premium;
- (2) Material misstatement or fraud related to the claim;
- (3) We determine that you have unreasonably caused a delay in the repair of the structure; or
- (4) We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph **b.(2)**, **b.(3)** or **b.(4)**, we will give you 45 days' notice.

2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.

3. With respect to Paragraph **E.2.**, a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA – SINKHOLE LOSS COVERAGE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

SCHEDULE

Premises Number	Building Number
001	001
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the location(s) indicated in the Schedule, the following provisions apply:

- A.** When this endorsement is attached to Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** When this endorsement is attached to the Farm Livestock Coverage Form, reference to loss (other than in the term Sinkhole Loss itself) means "loss" as defined in that coverage form.
- C.** The following is added to this Coverage Part as a Covered Cause of Loss. In the forms which address "specified causes of loss", the following is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage – Collapse.

Sinkhole Loss, meaning loss or damage to Covered Property when "structural damage" to the covered building, including the foundation, is caused by settlement or systematic weakening of the earth supporting the covered building, only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Coverage for Sinkhole Loss includes stabilization of the building (including land stabilization) and repair to the foundation, provided such work is in accordance with the requirements of Florida Insurance Law and in accordance with the recommendation of a professional engineer and with notice to you. The professional engineer must be selected or approved by us. However, until you enter into a contract for performance of building stabilization or foundation repair in accordance with the recommendations of the professional engineer as set forth in a report from us:

- 1.** We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building; and
- 2.** Our payment for Sinkhole Loss to Covered Property may be limited to the actual cash value of the loss to such property.

You must enter into a contract for the performance of building stabilization and/or foundation repair in accordance with the aforementioned recommendations, within 90 days after we notify you that there is coverage for your Sinkhole Loss. After you have entered into such contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred.

However, if the professional engineer determines, prior to your entering into the aforementioned contract or prior to the start of repair work, that the repairs will exceed the applicable Limit of Insurance, we must either complete the recommended repairs or pay that Limit of Insurance upon such determination. If the aforementioned determination is made during the course of repair work and we have begun making payments for the work performed, we must either complete the recommended repairs or pay only the remaining portion of the applicable Limit of Insurance upon such determination. The most we will pay for the total of all Sinkhole Loss, including building and land stabilization and foundation repair, is the applicable Limit of Insurance on the affected building.

The stabilization and all other repairs to the Covered Property must be completed within 12 months after entering into the contract for the performance of these repairs, unless:

1. There is a mutual agreement between you and us;
2. The claim is involved with the neutral evaluation process;
3. The claim is in litigation; or
4. The claim is under appraisal or mediation.

D. Sinkhole Loss does not include:

1. Sinking or collapse of land into man-made underground cavities; or
2. Earthquake.

E. With respect to coverage provided by this endorsement, the **Earth Movement** Exclusion and the **Collapse** Exclusion do not apply.

F. With respect to a claim for alleged Sinkhole Loss, the following provision is added:

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department). For alleged Sinkhole Loss to commercial residential or farm residential properties, this program applies instead of any mediation procedure set forth elsewhere in this policy, but does not invalidate the Appraisal Condition.

You or we may file a request with the Department for neutral evaluation; the other party must comply with such request. We will pay reasonable costs associated with the neutral evaluation, regardless of which party makes the request. But if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the neutral evaluation, that party must bear the costs of those services. The neutral evaluator will be selected from a list maintained by the Department. The recommendation of the neutral evaluator will not be binding on you or us.

Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Legal Action Against Us Condition in this policy, except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later.

G. Coverage for Sinkhole Loss under this endorsement does not increase the applicable Limit of Insurance. Even if loss or damage qualifies under, or includes, both Catastrophic Ground Cover Collapse (addressed elsewhere in this Coverage Part) and Sinkhole Loss, only one Limit of Insurance will apply to such loss or damage.

H. The following provision is added to the Duties In The Event Of Loss Or Damage Loss Condition:

A claim for Sinkhole Loss, including but not limited to initial, supplemental and reopened claims is barred unless notice of claim is provided to us in accordance with the terms of this policy within two years after you knew or reasonably should have known about the Sinkhole Loss.

I. The following definitions are added with respect to the coverage provided under this endorsement:

1. "Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:

- a.** Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
- b.** Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" and that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
- c.** Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
- d.** Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or

e. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

2. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.

3. "Primary structural system" means an assemblage of "primary structural members".

J. If we deny your claim for Sinkhole Loss without performing testing under section 627.7072, Florida Statutes, you may demand testing by communicating such demand to us in writing within 60 days after you receive our denial of the claim. You are responsible for 50% of the testing costs, or \$2,500, whichever is less. If our professional engineer or geologist provides written certification, pursuant to section 627.7073, that there is sinkhole loss, we will reimburse you for the testing costs.

K. You may not accept a rebate from any person performing repairs for Sinkhole Loss covered under this endorsement. If you receive a rebate, coverage under this endorsement is void and you must refund the amount of the rebate to us.

L. If we deny your claim for Sinkhole Loss upon receipt of written certification from a professional engineer or geologist, pursuant to section 627.7073, that there is no sinkhole loss or that the cause of the damage was not sinkhole activity, and if the sinkhole claim was submitted without good faith grounds for submitting such claim, you shall reimburse us for 50% of the actual costs of the analyses and services provided under sections 627.7072 and 627.7073, or \$2,500, whichever is less. You are not required to pay such reimbursement unless you requested the analysis and services and we, before ordering the analysis, informed you in writing of the potential for reimbursement and gave you the opportunity to withdraw the claim.

M. As a precondition to accepting payment for sinkhole loss, you must file with the county clerk of court, a copy of any sinkhole report regarding your property which was prepared on behalf or at your request. You will bear the cost of filing and recording the sinkhole report.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

SCHEDULE*

Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable
001	001	P-1

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

A. The following is added to the:

Commercial Property Conditions
 General Conditions in the
 Farm Property - Other Farm
 Provisions Form - Additional Coverages,
 Conditions, Definitions
 General Conditions in the Mobile Agricultural
 Machinery and Equipment Coverage Form
 General Conditions in the Livestock Coverage
 Form

PROTECTIVE SAFEGUARDS

1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.
2. The protective safeguards to which this endorsement applies are identified by the following symbols:

"P-1" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
 - (1) Sprinklers and discharge nozzles;
 - (2) Ducts, pipes, valves and fittings;

- (3) Tanks, their component parts and supports; and
- (4) Pumps and private fire protection mains.

b. When supplied from an automatic fire protective system:

- (1) Non-automatic fire protective systems; and
- (2) Hydrants, standpipes and outlets.

"P-2" Automatic Fire Alarm, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

"P-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

"P-4" Service Contract with a privately owned fire department providing fire protection service to the described premises.

"P-9" The protective system described in the Schedule.



B. The following is added to the EXCLUSIONS section of:

CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM
MORTGAGE HOLDERS ERRORS AND
OMISSIONS COVERAGE FORM
STANDARD PROPERTY POLICY
CAUSES OF LOSS FORM - FARM
PROPERTY
MOBILE AGRICULTURAL MACHINERY AND
EQUIPMENT COVERAGE FORM
LIVESTOCK COVERAGE FORM

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

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

C. Exception Covering Certain Fire Losses

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

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

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

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE MONUMENT ENDORSEMENT

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

Solely for the purpose of this endorsement: 1) 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. 2) The words "we", "us" and "our" refer to the company providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM
CAPITAL ASSETS COVERAGE FORM
GARAGE COVERAGE FORM
FARM PROPERTY COVERAGE FORM
FARM LIABILITY COVERAGE FORM

I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS

The following is a summary of Limits of Insurance or Liability and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Business Travel Accidental Death Benefit	\$50,000
Crisis Management	\$25,000
Donation Assurance	\$25,000
Emergency Real Estate Consulting Fee	\$50,000
Identity Theft Expense	\$25,000
Image Restoration and Counseling	\$25,000
Key Individual Replacement Expense	\$50,000
Kidnap Expenses	\$50,000
Temporary Meeting Space Reimbursement	\$50,000
Terrorism Travel Reimbursement	\$50,000
Theft of Work Materials from Personal Areas	\$ 2,500
Workplace Violence Counseling	\$50,000

II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable. All other terms and conditions of this policy or coverage part to which this endorsement is attached remain unchanged.

B. Limits of Liability or Limits of Insurance

1. When coverage is provided by this endorsement and another coverage form or endorsement attached to this policy, the greater limit of Limits of Liability or Limits of Insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy.

Additionally, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum Limits of Liability or Limit of Insurance under all such coverage parts or policies combined shall not exceed the highest applicable Limits of Liability or Limit of Insurance under any one coverage part or policy.

2. Limits of Liability or Limits of Insurance identified in Clause 1. above are not excess of, but are in addition to the applicable Limits of Insurance stated in the Declarations.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

A. Business Travel Accidental Death Benefit

We will pay a Business Travel Accidental Death Benefit to the Named Insured if a Director or Officer suffers an "injury" while traveling on a common carrier for business purposes during the policy period which results in loss of life not later than 180 days after the policy period expiration, the date of cancellation or the date of non-renewal. The Accidental Death Benefit amount shown in the Schedule is the most that we will pay per occurrence. The limit shown in the Schedule will be the most we will pay per policy year. No deductible applies to this coverage. The "injury" must be reported to "us" during the policy period.

The Business Travel Accidental Death Benefit shall not be payable if the cause of the "injury" that resulted in loss of life was:

1. an intentional act by the insured;
2. an act of suicide or attempted suicide, whether or not the deceased was sane or insane at the time of the attempted suicide;

3. an act of war;
4. a disease process.

B. Crisis Management Emergency Response Expenses

1. We will reimburse you for reasonable "crisis management emergency response expenses" incurred because of an "incident" giving rise to a "crisis" to which this insurance applies. The amount of such reimbursement is limited as described in Section II, B-Limits of Liability or Limits of Insurance. No other obligation or liability to pay sums or perform acts or services is covered.
2. We will reimburse only those reasonable "crisis management emergency response expenses" which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six months of the date the "crisis" was initiated.

The limit shown in the Schedule for this coverage will be the most we will reimburse per policy period for all Insureds combined. No deductible applies to this coverage.

C. Donation Assurance

We will reimburse you for reasonable "failed donation claim(s)". The limit shown in the Schedule for this coverage will be the most we will reimburse per policy period for all Insureds combined. No deductible applies to this coverage.

With respect to any "failed donation claim", it is further agreed as follows:

1. the donor must never have been in bankruptcy, nor have filed for bankruptcy/reorganization prior to the time said pledge was made to you;
2. for non-cash donations, payment by us of a "failed donation claim" shall be based on the fair market value of said non-cash donation at the time of the "failed donation claim";
3. in the case of unemployment/incapacitation of a natural person donor and as a condition of payment of the "failed donation claim";
 - (a) neither the natural person donor nor you shall have had reason to believe the donor would become unemployed or incapacitated subsequent to the donation date and;

(b) the donor shall be unemployed for at least 60 days prior to us making payment;

4. no coverage shall be afforded for a written pledge of funds or other measurable tangible property to you dated prior to the policy period;
5. a donation amount which is to be collected by you over more than a 12 month period shall be deemed a single donation.

D. Emergency Real Estate Consulting Fee

We will reimburse you any reasonable realtor's fee or real estate consultant's fee necessitated by your need to relocate due to the "unforeseeable destruction" of your principal location listed on the Declarations page during the policy period. The limit shown in the Schedule for this coverage will be the most we will reimburse per policy period for all Insureds combined. No deductible applies to this coverage.

E. Identity Theft Expense

We will reimburse any present Director or Officer of the Named Insured for reasonable "identity theft expenses" incurred as the direct result of any "identity theft" first discovered and reported during the policy period; provided that it began to occur subsequent to the effective date of your first policy with us. The limit shown in the Schedule for this coverage will be the most we will reimburse per policy period for all Insureds combined. No deductible applies to this coverage.

F. Image Restoration and Counseling

We will reimburse to you expenses incurred for reasonable image restoration and counseling arising out of "improper acts" by any natural person Insured up to the limit shown in the Schedule per policy period for all Insureds combined. Covered expenses are limited to:

1. the costs of rehabilitation and counseling for the accused natural person Insured provided the natural person Insured is not ultimately found guilty of criminal conduct; said reimbursement to occur after acquittal of the natural person Insured;
2. the costs, charged by a recruiter or expended on advertising, of replacing an Officer as a result of "improper acts"; and

3. the costs of restoring the Named Insured's reputation and consumer confidence through image consulting.

No deductible applies to this coverage.

G. Key Individual Replacement Expenses

We will pay reasonable "key individual replacement expenses" if the Chief Executive Officer or Executive Director suffers an "injury" during the policy period which results in the loss of life during the policy period. The "key individual replacement expenses" amount shall be the lesser of the limit shown in the Schedule or ten (10) times the annual premium paid for this policy. The limit shown in the Schedule will be the most we will pay per policy period. No deductible applies to this coverage.

H. Kidnap Expense

We will pay on behalf of any Officer or Director of the Named Insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, "domestic partner", parent or child during the policy period, subject to the limit shown in the Schedule each policy period. No deductible applies to this coverage. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:

1. fees and expenses of an independent negotiator or consultant retained with our prior approval;
2. interest on any loan taken by you to pay damages covered under this policy provided; however, that we shall not be liable for any interest accruing prior to thirty (30) days preceding the date of such payment, nor subsequent to the date of reimbursement from us for any portion of damages recoverable under this policy;
3. costs of travel and accommodations incurred by you which become necessary due to the applicable kidnapping;
4. the reward paid by you, which is pre-approved by us, to an informant for information not otherwise available which leads to the arrest and conviction of persons responsible for any damages under this policy; and

5. current salary to an Officer or Director of the Named Insured who is kidnapped provided; however, that the employee shall be held for more than thirty (30) days. Salary shall be paid for a period commencing upon abduction and ceasing upon the earliest of either the release of the employee or discovery of the death of the employee, or 120 days after we receive the last credible evidence that the employee is still alive, or twelve (12) months after the date of kidnapping, or the exhaustion of the kidnap expense limit, whichever comes first.

I. Temporary Meeting Space Reimbursement

We will reimburse you for reasonable rental of meeting space which is necessitated by the temporary unavailability of your primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy. The limit shown in the Schedule for this coverage will be the most we will reimburse per policy period for all Insureds combined. No deductible applies to this coverage.

J. Terrorism Travel Reimbursement

We will reimburse any present Director or Officer of the Named Insured in the event of a "Certified Act of Terrorism" during the policy period which necessitates that he/she incurs reasonable "emergency travel expenses". The limit shown in the Schedule for this coverage will be the most we will reimburse per policy period for all Insureds combined. No deductible applies to this coverage.

K. Theft of Work Materials from Personal Areas

We will reimburse any insured 50% of their personal or business property policy's deductible for any theft involving "work materials" that are stolen from the "insured's personal area" during the policy period, provided that that the theft is covered by other insurance. No reimbursement is applicable under this coverage for thefts for which no other insurance policy provides a settlement. The limit shown in the Schedule for this coverage will be the most we will reimburse per policy period for all Insureds combined. No deductible applies to this coverage.

L. Workplace Violence Counseling

In the event that an incidence of "workplace violence" occurs at any of your premises during the policy period, we will reimburse you for reasonable expenses incurred for the emotional counseling of your employees, during the policy period. The limit shown in the Schedule for this coverage will be the most we will reimburse per policy period for all Insureds combined. No deductible applies to this coverage.

IV. Definitions

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

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

B. "Crisis" means the public announcement that an "incident" occurred on your premises or at an event sponsored by you.

C. "Crisis management emergency response expenses" mean those expenses incurred for services provided by a "crisis management firm". However, "crisis management emergency response expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.

- D.** "Crisis management firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
- E.** "Domestic Partner", whenever used in this endorsement, means any person who qualifies as a domestic partner under the provisions of any federal, state or local statute or regulation, or under the terms and provisions of any employee benefit or other program established by you.
- F.** "Emergency travel expenses", whenever used in this endorsement, will mean:
1. hotel expenses incurred which directly result from the cancellation of a scheduled transport, by train or air, by a commercial transportation carrier resulting directly from and within forty eight hours of a "Certified Act of Terrorism"; and
 2. the increased amount incurred in air or train fare which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a "Certified Act of Terrorism".
- G.** "Failed donation claim", whenever used in this endorsement, will mean written notice to you during the Policy Period of:
1. the bankruptcy or reorganization of any donor where by such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable tangible property to you;
 2. the unemployment or incapacitation of a natural person donor preventing him/her from honoring a prior written pledge of funds or other measurable tangible property to the Insured.
- H.** "Identity Theft", whenever used in this endorsement, means the act of knowingly transferring or using, without lawful authority, a means of identification of any Officer or Director (or spouse thereof) of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
- I.** "Identity Theft Expenses", whenever used in this endorsement, means:
1. costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
 2. costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors;
 3. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- J.** "Improper acts", whenever used in this endorsement, means any actual or alleged act of:
1. sexual abuse;
 2. sexual intimacy;
 3. sexual molestation; and/or
 4. sexual assault;
- committed by an Insured against any natural person who is not an Insured. Such "improper acts" must have been committed by the Insured while in his or her capacity as an insured.
- K.** "Incident" means an accident or other event resulting in death or serious bodily injury to three or more persons. "Incident" shall also mean the accidental discharge of pollutants.
- L.** "Injury", whenever used in this endorsement, means any physical damage to the body caused by violence, fracture or an accident that results in physical damage or hurt.
- M.** "Insured's personal area" means any residence or automobile owned or rented by any insured.
- N.** "Key individual replacement expenses", whenever used in this endorsement, means the following necessary expenses:
1. costs of advertising the employment position opening;
 2. travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
 3. miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up employment contracts.

- O. "Serious bodily injury" means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.
- P. "Unforeseeable Destruction", whenever used in this endorsement, means damage resulting from a "Certified Act of Terrorism", fire, crash or collapse which renders all of your primary office completely unusable.
- Q. "Work materials" means any equipment that is used by the insured solely in the course of the insured's business; inclusive of stores of data and client records.
- R. "Workplace violence", whenever used in this endorsement, means any intentional use of or threat to use deadly force by any natural person, with intent to cause harm and that results in bodily "injury" or death of a member of the Insured or any other natural person while on your premises.



MARKEL INSURANCE COMPANY
COMMERCIAL PROPERTY COVERAGE PART
DECLARATIONS

Policy No: HCP1375-02

Effective Date: 11/26/2019 ,
 12:01 A.M. Standard Time.
 x Supplemental Declarations attached.

BUSINESS DESCRIPTION																																							
Fitness Center																																							
DESCRIPTION OF PREMISES																																							
PREM. NO. BLDG. NO. LOCATION, CONSTRUCTION AND OCCUPANCY																																							
SEE ATTACHED SUPPLEMENTAL DECLARATIONS																																							
COVERAGES PROVIDED — INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN																																							
PREM. NO. BLDG. NO. COVERAGE LIMIT OF INSURANCE COVERED CAUSES OF LOSS COINSURANCE+ RATES																																							
SEE ATTACHED SUPPLEMENTAL DECLARATIONS																																							
OPTIONAL COVERAGES APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE +IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT																																							
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MORTGAGE HOLDER(S) ++APPLIES TO BUSINESS INCOME ONLY																																							
PREM. NO. BLDG. NO. MORTGAGE HOLDER NAME AND MAILING ADDRESS																																							
DEDUCTIBLE																																							
\$1,000																																							
Exceptions:																																							

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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COMMERCIAL PROPERTY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

POLICY NO: HCP1375-02

EFFECTIVE DATE: 11/26/2019

NAMED INSURED: Dime Fitness LLC

DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location, Construction And Occupancy
001	001	Fitness Location 9573 Commercial Way Hernando Weeki Wachee, FL 34613 Masonry Non-Combustible Fitness

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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COMMERCIAL PROPERTY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

POLICY NO: HCP1375-02

EFFECTIVE DATE: 11/26/2019

NAMED INSURED: Dime Fitness LLC

COVERAGES PROVIDED Insurance At The Described Premises Applies Only For Coverages For Which
A Limit Of Insurance Is Shown

Prem. No.	Bldg. No.	Coverage	Limit Of Insurance	Covered Causes Of Loss	Coinsurance*
001	001	Building	\$238,000	Special Form Including Theft	90%
		Personal Property of Insured	\$168,000	Special Form Including Theft	90%

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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COMMERCIAL PROPERTY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

POLICY NO: HCP1375-02

EFFECTIVE DATE: 11/26/2019

NAMED INSURED: Dime Fitness LLC

OPTIONAL COVERAGES Applicable Only When Entries Are Made In The Schedule Below

Prem. Bldg.

No. No.

001 001 Building
 Replacement Cost

 Personal Property of Insured
 Replacement Cost



COMMERCIAL PROPERTY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

POLICY NO: HCP1375-02

EFFECTIVE DATE: 11/26/2019

NAMED INSURED: Dime Fitness LLC

FORMS APPLICABLE

To All Coverages:

- MCP 031 (08-01)
- MCP 1217 (09-14)
- MCP-TERR-2 (01-15)
- MIL 150 (10-10)

To Specific Premises/Coverages:

Prem. No.	Bldg. No.	Coverages	Form Number
001	001	Building	CP 00 10 (06-07)
			CP 10 30 (06-07)
		Personal Property of Insured	CP 00 10 (06-07)
			CP 10 30 (06-07)
		Loss Payable Provision	CP 12 18 (06-07)
		All Coverages	CP 00 90 (07-88)
			CP 01 25 (02-12)
			CP 01 40 (07-06)
			CP 10 32 (08-08)
			CP 10 54 (06-07)
			MD010 (09-95)

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BUILDING AND PERSONAL PROPERTY COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **H.**, Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.**, Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire-extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property – Separation Of Coverage form:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns;
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;

- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers;

- q. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes Of Loss Form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

EXAMPLE #1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

EXAMPLE #2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 30,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: $\$80,000 (\$79,500 + \$500) \times .25 = \$20,000$; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense ($\$79,500 + \$30,000 = \$109,500$) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000, unless a higher limit is shown in the Declarations, for your liability for fire department service charges:

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

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.

(4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

- (a) You were required to comply with before the loss, even when the building was undamaged; and
- (b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

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

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

(6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

- (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.

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

(9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

f. Electronic Data

(1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

- (a)** If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (b)** If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
- (c)** If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
- (d)** The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

(4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a)** Your new buildings while being built on the described premises; and
- (b)** Buildings you acquire at locations, other than the described premises, intended for:
 - (i)** Similar use as the building described in the Declarations; or
 - (ii)** Use as a warehouse.

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

(2) Your Business Personal Property

- (a)** If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i)** Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
 - (ii)** Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
 - (iii)** Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:
 - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
 - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

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

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.

- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

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

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Non-owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.

- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

C. Limits Of Insurance

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

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage:

- 1. Fire Department Service Charge;
- 2. Pollutant Clean-up And Removal;
- 3. Increased Cost Of Construction; and
- 4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (herein after referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

EXAMPLE #1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building #1:	\$ 60,000
Limit of Insurance – Building #2:	\$ 80,000
Loss to Building #1:	\$ 60,100
Loss to Building #2:	\$ 90,000

The amount of loss to Building #1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building #1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building #1:

\$ 60,100
– 250

\$ 59,850 Loss Payable – Building #1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building #2. Loss payable for Building #2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

\$59,850 + \$80,000 = \$139,850

EXAMPLE #2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example #1.

Loss to Building #1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building #2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building #1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building #2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:
- (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
 - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
- (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.
- We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
- (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

- (1)** As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:
- (a)** When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

- (i)** Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
- (ii)** Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1)** We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
- (a)** Vandalism;
- (b)** Sprinkler leakage, unless you have protected the system against freezing;
- (c)** Building glass breakage;
- (d)** Water damage;
- (e)** Theft; or
- (f)** Attempted theft.
- (2)** With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a.** At actual cash value as of the time of loss or damage, except as provided in **b.**, **c.**, **d.** and **e.** below.
- b.** If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value even when attached to the building:

- (1) Awnings or floor coverings;
 - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
 - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.
- If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- (3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

EXAMPLE #1 (UNDERINSURANCE)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 100,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

EXAMPLE #2 (ADEQUATE INSURANCE)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Co-insurance requirement is \$200,000 (\$250,000 x 80%). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

EXAMPLE #3

When:	The value of the property is:	
	Building at Location #1:	\$ 75,000
	Building at Location #2:	\$ 100,000
	Personal Property at Location #2:	<u>\$ 75,000</u>
		\$ 250,000
	The Coinsurance percentage for it is:	90%
	The Limit of Insurance for Buildings and Personal Property at Locations #1 and #2 is:	\$ 180,000
	The Deductible is:	\$ 1,000
	The amount of loss is:	
	Building at Location #2:	\$ 30,000
	Personal Property at Location #2:	<u>\$ 20,000</u>
		\$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$
 (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applied will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

EXAMPLE

If: The applicable Limit of Insurance is: \$ 100,000
 The annual percentage increase is: 8%
 The number of days since the beginning of the policy year (or last policy change) is: 146
 The amount of increase is:
 $\$100,000 \times .08 \times 146 \div 365 =$ \$ 3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
 - (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in **d.(1)** and **d.(2)** above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of **(1)**, **(2)** or **(3)**, subject to **f.** below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

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

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A.** When this endorsement is attached to Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** The following provision applies when a Coinsurance percentage is shown in the Declarations:
Florida law states as follows:
Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the Insured.

C. The following is added:

If windstorm is a Covered Cause of Loss and loss or damage to Covered Property is caused by or results from windstorm, the following exclusion applies in:

1. Broward County;
2. Dade County;
3. Martin County;
4. Monroe County;
5. Palm Beach County; and
6. All the areas east of the west bank of the Intracoastal Waterway in the counties of:
 - a. Indian River; and
 - b. St. Lucie.

Windstorm Exterior Paint And Waterproofing Exclusion

We will not pay for loss or damage caused by windstorm to:

1. Paint; or
2. Waterproofing material;

applied to the exterior of buildings unless the building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- a. The amount of the Windstorm or Hail Deductible; or
- b. The value of Covered Property when applying the Coinsurance Condition.

D. The **Loss Payment** Condition dealing with the number of days within which we must pay for covered loss or damage is replaced by the following:

Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage upon the earliest of the following:

- (1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you;
- (2) Within 30 days after we receive the sworn proof of loss and:
 - (a) There is an entry of a final judgment; or
 - (b) There is a filing of an appraisal award with us; or
- (3) Within 90 days of receiving notice of an initial, reopened or supplemental claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90-day time period for payment of claim relates to the portion of the claim that is not denied.

Paragraph (3) applies only to the following:

- (a) A claim under a policy covering residential property;
- (b) A claim for building or contents coverage if the insured structure is 10,000 square feet or less and the policy covers only locations in Florida; or

- (c) A claim for contents coverage under a tenant's policy if the rented premises are 10,000 square feet or less and the policy covers only locations in Florida.

E. Sinkhole Collapse Coverage Removed

Sinkhole Collapse coverage is removed, as indicated in Paragraphs **E.1.** through **E.4.**; and coverage for Catastrophic Ground Cover Collapse is added instead as set forth in Paragraph **F.**

1. In the Causes Of Loss – Basic Form and in the Standard Property Policy, Sinkhole Collapse is deleted from the Covered Causes of Loss and sinkhole collapse is no longer an exception to the Earth Movement Exclusion.
2. In the Causes Of Loss – Broad Form, Sinkhole Collapse is deleted from the Covered Causes of Loss and from the Additional Coverage – Collapse; and sinkhole collapse is no longer an exception to the Earth Movement Exclusion.
3. In the Causes Of Loss – Special Form, Sinkhole Collapse is deleted from the "specified causes of loss" and is no longer an exception to the Earth Movement Exclusion.
4. In the Mortgageholders Errors And Omissions Coverage Form, Sinkhole Collapse is deleted from the Covered Causes of Loss under Coverage **B** and from the "specified causes of loss", and is no longer an exception to the Earth Movement Exclusion.

Further, this Coverage Part does not insure against Sinkhole Loss as defined in Florida law unless an endorsement for Sinkhole Loss is made part of this policy. However, if Sinkhole Loss causes Catastrophic Ground Cover Collapse, coverage is provided for the resulting Catastrophic Ground Cover Collapse even if an endorsement for Sinkhole Loss is not made part of this policy.

- F.** The following is added to this Coverage Part as a Covered Cause of Loss. In the Causes Of Loss – Special Form and Mortgageholders Errors And Omissions Coverage Form, the following is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage – Collapse.

Catastrophic Ground Cover Collapse

We will pay for direct physical loss or damage to Covered Property caused by or resulting from catastrophic ground cover collapse, meaning geological activity that results in all of the following:

1. The abrupt collapse of the ground cover;
2. A depression in the ground cover clearly visible to the naked eye;
3. "Structural damage" to the building, including the foundation; and
4. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a catastrophic ground cover collapse.

The **Earth Movement** Exclusion and the **Collapse** Exclusion do not apply to coverage for Catastrophic Ground Cover Collapse.

Coverage for Catastrophic Ground Cover Collapse does not increase the applicable Limit of Insurance. Regardless of whether loss or damage attributable to catastrophic ground cover collapse also qualifies as Sinkhole Loss or Earthquake (if either or both of those causes of loss are covered under this Coverage Part), only one Limit of Insurance will apply to such loss or damage.

- G.** The following applies to the **Additional Coverage – Civil Authority** under the Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form and Extra Expense Coverage Form:

1. The Additional Coverage – Civil Authority includes a requirement that the described premises are not more than one mile from the damaged property. With respect to described premises located in Florida, such one-mile radius does not apply.
2. The Additional Coverage – Civil Authority is limited to a coverage period of up to four weeks. With respect to described premises located in Florida, such four-week period is replaced by a three-week period.
3. Civil Authority coverage is subject to all other provisions of that Additional Coverage.

H. The following provisions are added to the Duties In The Event Of Loss Or Damage Loss Condition:

- (1) A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this policy within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this policy under the Legal Action Against Us Condition, including any amendment to that condition.

- (2) Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.

I. The following definition of structural damage is added with respect to the coverage provided under this endorsement:

"Structural damage" means a covered building, regardless of the date of its construction, has experienced the following.

1. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;

2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
4. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
5. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supercedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
 - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G.**, Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section **B.**, Exclusions; or
2. Limited in Section **C.**, Limitations; that follow.

B. Exclusions

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

a. Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

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

g. Water

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

But if Water, as described in **g.(1)** through **g.(4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- 1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
- 2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

- 2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
 - (1) Electrical or electronic wire, device, appliance, system or network; or
 - (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
- (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, k., does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or
- (b) To collapse caused by one or more of the following:
 - (i) The "specified causes of loss";
 - (ii) Breakage of building glass;
 - (iii) Weight of rain that collects on a roof; or
 - (iv) Weight of people or personal property.

l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
- of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

(4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

(5) Any other consequential loss.

b. Leasehold Interest Coverage Form

(1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.

(2) We will not pay for any loss caused by:

- (a) Your cancelling the lease;
- (b) The suspension, lapse or cancellation of any license; or
- (c) Any other consequential loss.

c. Legal Liability Coverage Form

(1) The following exclusions do not apply to insurance under this Coverage Form:

- (a) Paragraph **B.1.a.**, Ordinance Or Law;
- (b) Paragraph **B.1.c.**, Governmental Action;
- (c) Paragraph **B.1.d.**, Nuclear Hazard;
- (d) Paragraph **B.1.e.**, Utility Services; and
- (e) Paragraph **B.1.f.**, War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

(i) Your assumption of liability was executed prior to the accident; and

(ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property.

LOSS OR DAMAGE TO PRODUCTS

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

(1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or

(2) Business Income Coverage or Extra Expense Coverage.

e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

a. Animals, and then only if they are killed or their destruction is made necessary.

b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(1) Glass; or

(2) Containers of property held for sale.

c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

(1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:

a. \$2,500 for furs, fur garments and garments trimmed with fur.

b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

c. \$2,500 for patterns, dies, molds and forms.

d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (1) A cause of loss listed in **2.a.** or **2.b.**;
 - (2) One or more of the "specified causes of loss";
 - (3) Breakage of building glass;
 - (4) Weight of people or personal property; or
 - (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does **not** apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
- b. Awnings, gutters and downspouts;
- c. Yard fixtures;
- d. Outdoor swimming pools;
- e. Fences;
- f. Piers, wharves and docks;
- g. Beach or diving platforms or appurtenances;
- h. Retaining walls; and
- i. Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
- b. The personal property which collapses is inside a building; and
- c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
7. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this Coverage Part.
8. The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in **D.1.** through **D.7.**

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a. A "specified cause of loss" other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.
 If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage – Collapse.
6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.

- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

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

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, **F.3.**, does not increase the Limit of Insurance.

G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

- (1) Personal property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The exclusion in Paragraph **B.** replaces the **Water Exclusion** in this Coverage Part or Policy.

B. Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow;
3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
4. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or
5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **1.**, **3.** or **4.**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **1.** through **5.**, is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs **1.** through **5.**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL EXCLUSION

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM
STANDARD PROPERTY POLICY

SCHEDULE

Premises Number	Building Number
001	001
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the location(s) indicated in the Schedule, the following provisions apply.

A. The following is added to the **Exclusions** section and is therefore **not** a Covered Cause of Loss:

WINDSTORM OR HAIL

We will not pay for loss or damage:

1. Caused directly or indirectly by Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage; or
2. Caused by rain, snow, sand or dust, whether driven by wind or not, if that loss or damage would not have occurred but for the Windstorm or Hail.

But if Windstorm or Hail results in a cause of loss other than rain, snow, sand or dust, and that resulting cause of loss is a Covered Cause of Loss, we will pay for the loss or damage caused by such Covered Cause of Loss. For example, if the Windstorm or Hail damages a heating system and fire results, the loss or damage attributable to the fire is covered subject to any other applicable policy provisions.

B. The terms of the Windstorm Or Hail exclusion, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this policy.

C. Under **Additional Coverage - Collapse**, in the Causes Of Loss - Broad Form, Windstorm or Hail is deleted from Paragraph **2.a**.

D. In the Causes Of Loss - Special Form, Windstorm or Hail is deleted from the "specified causes of loss".

E. Under **Additional Coverage Extensions - Property In Transit**, in the Causes Of Loss - Special Form, Windstorm or Hail is deleted from Paragraph **b.(1)**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- BUILDERS' RISK COVERAGE FORM
- CONDOMINIUM ASSOCIATION COVERAGE FORM
- CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
- STANDARD PROPERTY POLICY

SCHEDULE

Premises Number:	001	Building Number:	001	Applicable Clause (Enter C., D., E., or F.):	D.
Description Of Property: Business Personal Property					
Loss Payee Name: Western Equipment Finance Inc. and its assigns					
Loss Payee Address: 654 Amherst Road Sunderland, MA 01375					
Premises Number:		Building Number:		Applicable Clause (Enter C., D., E., or F.):	
Description Of Property:					
Loss Payee Name:					
Loss Payee Address:					
Premises Number:		Building Number:		Applicable Clause (Enter C., D., E., or F.):	
Description Of Property:					
Loss Payee Name:					
Loss Payee Address:					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B** Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.

The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

C. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- 2 Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

D. Lender's Loss Payable Clause

- 1 The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - b. A contract for deed;
 - c. Bills of lading;
 - d. Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.
- 2 For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.

- b.** The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

- c** If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d.** If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- 3 If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 4 If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

E. Contract Of Sale Clause

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the **Other Insurance Condition**:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

F. Building Owner Loss Payable Clause

1. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building, in which you are a tenant.
2. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
3. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MECHANICAL, ELECTRICAL OR PRESSURE SYSTEMS BREAKDOWN EXTENSION ENDORSEMENT

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

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the declarations. The words "we", "us" and "our" refer to the company providing this insurance.

This endorsement modifies and is subject to the insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
COMMERCIAL PROPERTY PLUS EXTENSION ENDORSEMENT

A. As respects the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CP0010, CONDOMINIUM ASSOCIATION COVERAGE FORM CP0017** and **CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM CP0018**, the following applies:

1. For coverages provided by this endorsement and with respects to **Additional Coverages** pertaining to **Pollutant Clean Up and Removal** the limit will be increased to \$50,000.
2. The following **ADDITIONAL CONDITIONS** are added:

Suspension

Whenever covered property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance provided by this endorsement against loss or damage to that covered property. This can be done by delivering or mailing a written notice of suspension to:

- a. Your last known address; or

b. The address where the covered property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

B. The **LIMITATIONS** in the **CAUSES OF LOSS - SPECIAL FORM CP 1030** that pertain to:

1. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gasses of combustion pass;
2. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion;

are removed.

C. As respects to the **CAUSES OF LOSS BROAD FORM CP1020** and **CAUSES OF LOSS SPECIAL FORM CP1030**, the following **ADDITIONAL COVERAGE EXTENSIONS** are added. As respects to the **CAUSES OF LOSS - BASIC FORM CP1010** these same coverages are added as Additional **COVERED CAUSES OF LOSS**:

1. Expediting Expenses

For coverage provided by this endorsement, with respect to your damaged covered property, we will pay the reasonable extra cost to:

- a. make temporary repairs;
- b. expedite permanent repairs; and
- c. expedite permanent replacement.

2. Refrigerant Contamination

Contamination by a refrigerant resulting from coverage provided by this endorsement, with respect to your damaged Covered Property to refrigerating, cooling or humidity control equipment at the described premises.

The most we will pay for loss or damage under this coverage is \$50,000 unless a higher limit is provided by similar coverage elsewhere on this policy. In that case, whichever limit is greater will apply.

3. Consequential Damage

We will pay for loss of perishable goods due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by coverages provided by this endorsement to types of property covered by this policy, that are:

- a. located on or within 1,000 feet of your described premises,
- b. owned by the building owner at your described premises, or owned by a public utility; and
- c. used to supply telephone, electricity, air conditioning, heating, gas, water or steam to your described premises.

The most we will pay for loss or damage under this coverage is \$50,000 unless a higher limit is provided by similar coverage elsewhere on this policy. In that case, whichever limit is greater will apply.

D. As respects to the **CAUSES OF LOSS - SPECIAL FORM CP1030** the following applies:

1. The following Definition, "Specified Causes of Loss," is deleted and replaced by the following:

"Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; mechanical, electrical or pressure systems breakdown;

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

- (1) The cost of filling sinkholes; or
- (2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

- (1) Personal property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

d. Mechanical, electrical or pressure systems breakdown means direct damage to covered property from the following:

- (1) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (2) Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires;
- (3) Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;
- (4) Loss or damage to steam boilers or other water heating equipment.
- (5) If covered electrical equipment requires drying out as a result of a flood we will pay for the direct expenses of such drying out.

2. None of the following is Covered Property as respects mechanical, electrical or pressure systems breakdown:

- a. Insulating or refractory material;
- b. Buried vessel or piping;
- c. Sewer piping, piping forming a part of a fire protection system or water piping other than:
 - (1) Feed water piping between any boiler and its feed pump or injector; or
 - (2) Boiler condensate return piping; or
 - (3) Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes;
- d. Structure, foundation, cabinet or compartment containing the covered property;
- e. Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
- f. Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment;
- g. Felt, wire, screen die, extrusion plate, swing hammer, grinding disc, cutting blade, cable, chain, belt, rope, clutch plate, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement .

E. As respects to the **CAUSES OF LOSS - BROAD FORM CP1020** and **CAUSES OF LOSS - BASIC FORM CP1010**, the following applies:

1. The following is added to the **COVERED CAUSES OF LOSS**:

Mechanical, Electrical or Pressure Systems Breakdown, means direct damage to Covered Property as follows:

- a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- b. Artificially generated electrical current, including electrical arcing that disturbs electrical devices, appliances or wires;
- c. Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;
- d. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines;

e. Loss or damage to hot water boilers or other water heating equipment.

f. If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses of such drying out.

g. None of the following are Covered Property as respects mechanical, electrical or pressure systems breakdown:

- (1) Insulating or refractory material;
- (2) Buried vessel or piping;
- (3) Sewer piping, piping forming a part of a fire protection system or water piping other than:
 - (i) Feed water piping between any boiler and its feed pump or injector; or
 - (ii) Boiler condensate return piping; or
 - (iii) Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes;
- (4) Structure, foundation, cabinet or compartment containing the covered property;
- (5) Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
- (6) Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment;
- (7) Felt, wire, screen die, extrusion plate, swing hammer, grinding disc, cutting blade, cable, chain, belt, rope, clutch plate, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement.

F. As respects the **CAUSES OF LOSS - BASIC FORM CP1010**, **BROAD FORM CP1020**, and **SPECIAL FORM CP1030** the following applies:

1. The following **EXCLUSIONS** are deleted: The exclusions pertaining to:

- a. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires.
- b. Mechanical breakdown, including rupture or bursting caused by centrifugal force.
- c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.

2. The exclusion pertaining to **Utility Services** is replaced with the following:

For the coverage provided by this endorsement, the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs beyond 1,000 feet away from the described premises.

But if failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead the **Special Exclusion** pertaining to **Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, or Extra Expense Coverage Form** applies to these coverages.

The most we will pay for loss or damage under this coverage is \$25,000 unless a higher limit is provided by similar coverage elsewhere on this policy. In that case, whichever limit is greater will apply.

3. As respects to **Special Exclusions**, the following replaces the exclusion pertaining to: **Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, or Extra Expense Coverage Form**

As respects mechanical, electrical or pressure systems breakdown only, we will not pay for:

Any loss caused directly or indirectly by the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs beyond 1000 feet of your described premise.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.

The most we will pay for loss or damage under this coverage is \$25,000 unless a higher limit is provided by similar coverage elsewhere on this policy. In that case, whichever limit is greater will apply.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTH CLUBS COMMERCIAL PROPERTY ELITE ENHANCEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM

The following coverages and extensions are added to this policy as detailed below. These coverages and extensions apply separately to each of your premises described in the Declarations. As respects any coverage provided by this endorsement, if higher limits are provided on any other Schedule, Declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible. The Deductible provisions do not preclude the imposition of any applicable coverage waiting period, as stated in a specific coverage section of this endorsement. Unless a separate Deductible amount is shown in a specific coverage section of this endorsement, we will not pay for loss or damage in any one occurrence under any coverage on this endorsement until the amount of loss or damage exceeds the lesser of the Building or Business Personal Property Deductible applicable to the highest valued building on the Schedule at the covered location at the time of loss. Deductibles do not reduce the amount of insurance.

AMENDMENTS TO COVERAGES UNDER THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM:

SCHEDULE OF COVERAGES	LIMIT OF INSURANCE
Broadened Definition Of Building	*
Broadened Definition Of Business Personal Property	*
Tenants' Building Glass	*
Debris Removal	\$100,000
Fire Department Service Charge	Actual Loss Sustained
Pollutant Clean-up And Removal	\$100,000
Ordinance Or Law	
Loss To The Undamaged Portion Of The Building	Up to Building Limit
Demolition Cost And Increased Cost Of Construction	Combined Limit: \$500,000
Electronic Data Processing Equipment (Including Extra Expense, Software And Transit)	\$50,000
Business Income And Extra Expense	\$300,000
Civil Authority	Included in the Business Income And Extra Expense Limit
Alterations And New Buildings	Included in the Business Income And Extra Expense Limit
Extended Business Income	Included in the Business Income And Extra Expense Limit
Interruption Of Computer Operations	\$2,500
Utility Services – Business Income	\$25,000
Business Income From Dependent Properties	\$25,000
Ordinance Or Law – Increased Period Of Restoration	\$25,000
Business Income Coverage Extension – Newly Acquired Locations	\$250,000

SCHEDULE OF COVERAGES**LIMIT OF INSURANCE**

Refrigerated Goods Spoilage	\$25,000
Accounts Receivable	\$100,000
Fine Arts	\$25,000
Exhibition Coverage	\$25,000
Fire Protection Device Recharge	Actual Loss Sustained
Loss Data Preparation	\$25,000
Money And Securities	\$25,000 on premises/\$25,000 off premises
Criminal Reward	\$5,000
Employee Theft	\$10,000
Forgery Or Alteration	\$10,000
Money Orders And Counterfeit Money	\$1,000
Utility Services – Direct Damage	\$25,000
Contractual Penalties	\$25,000 per occurrence with a \$100,000 annual aggregate limit
Newly Acquired Or Constructed Property – Buildings	\$1,000,000
Newly Acquired Or Constructed Property – Business Personal Property	\$500,000
Personal Effects And Property Of Others	\$25,000
Valuable Papers And Records (Other Than Electronic Data)	\$100,000
Property Off-premises	\$25,000
Outdoor Property	\$25,000 per occurrence/\$2,500 per item
Automated External Defibrillators	\$5,000
Discharge From Sewer, Drain Or Sump (Not Flood-Related)	*
Emergency Vacating Expenses	\$10,000
Inflation Guard	4%
Lawn Coverage	\$2,000
Premises Limitation	1,000 feet
Property Of Your Clients	\$10,000 per occurrence/\$5,000 per client
Consequential Damage	\$25,000
Brands And Labels	\$25,000
Deferred Payments	\$25,000
Automatic Increase At Time Of Loss	110%
Revised Valuation Provision	*
Coinsurance – Additional Condition Deleted	*
Replacement Cost – Personal Property Of Others	*
Signs	\$25,000 per occurrence

AMENDMENTS TO COVERAGES UNDER THE CAUSES OF LOSS SPECIAL FORM:**SCHEDULE OF COVERAGES****LIMIT OF INSURANCE**

Continuous Or Repeated Seepage	*
Liquids, Powder Or Molten Metals	*
Personal Property In The Open	*
Theft Loss To Furs, Fur Garments	\$5,000
Theft Loss To Jewelry, Watches, Watch Movements	\$5,000
Theft Loss To Building Materials And Supplies Not	*

Attached As Part Of The Building Or Structure	
Builders' Machinery, Tools And Equipment	*
Property In Transit	\$25,000
Lock Replacement	\$2,500

* A sublimit does not apply to this coverage. Coverage is included within the applicable Building or Business Personal Property limit.

If two or more of this endorsement's Coverages, Additional Coverages or Extensions apply to the same loss, the most that we will pay for that loss is the actual amount of loss or damage, but no more than the highest Limit of Insurance for the Coverages, Additional Coverages or Extensions that applies.

I. THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM IS AMENDED AS FOLLOWS:

A. The following are added to Building in the Coverage section:

Miscellaneous structures and outdoor structures, including:

- (a) Tent platforms;
- (b) Pavilions and shelters;
- (c) Docks, piers, floats, beach and diving platforms and appurtenances;
- (d) Boat and canoe racks;
- (e) Athletic backstops, surfaces and enclosures;
- (f) Fences;
- (g) Radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
- (h) Playground equipment;
- (i) Climbing walls, climbing structures, climbing towers: however the following is **not** covered: adventure courses, which are defined as rope courses including the ropes, poles, supporting structures, cables and pulleys;
- (j) Swimming pools;
- (k) Pumps, filters and metal smoke stacks;
- (l) Above ground transmission lines; and
- (m) Roadways, walks, patios and other paved surfaces.

These additional items are deleted from Property Not Covered, where applicable.

B. The following are added to Building in the Coverage section:

- 1. Under Paragraph (3):
 - Lighting and poles; and
 - Non-fabric shade structures.
- 2. Under Paragraph (4):
 - Tennis screens and tennis nets.

C. The following are added to Your Business Personal Property in the Coverage section:

Equipment And Personal Property

Special types of business personal property, including:

- (a) Athletic and sports equipment, waterfront and pool equipment and supplies;
- (b) Maintenance equipment and tools, office equipment and supplies, first aid and infirmary supplies, dry groceries, kitchen supplies and utensils and inventory from the insured's supply store;
- (c) Canoes, kayaks, windsurfers and boats under 21 feet in length, whether in or out of the water, and related equipment and outboard motors 30 horsepower and under;

- (d) Tents, beds, bedding and camping equipment;
- (e) Personal property that is owned by you in dwellings or living quarters furnished by you to staff members;
- (f) Permanently installed machinery and equipment if:
 - (i) You are the tenant of the building shown in the Declarations; and
 - (ii) You have a contractual responsibility to insure the permanently installed machinery and equipment or a contractual responsibility to pay for loss or damage to that property.

Tenants' Building Glass

We will pay for direct physical loss of or damage to building glass at covered properties caused by or resulting from a Covered Cause of Loss provided that:

- (a) You are a tenant of the building shown in the Declarations of this policy; and
- (b) You have a contractual responsibility to insure the building glass or a contractual responsibility to pay for loss or damage to that property.

The value of property covered under this endorsement will be determined in accordance with the Valuation condition applicable under this Coverage Form or Policy or at the amount for which you are liable under contract, whichever is less. If required by law, glass is covered at the cost of replacement with safety glazing material.

D. Property Not Covered

Paragraph **p.** of Property Not Covered is replaced by the following:

- p.** Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Watercraft under 21 feet in length;
- (d) Outboard motors 30 horsepower and under; or
- (e) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers.

E. The following **Additional Coverages** are amended:

Debris Removal

Paragraph **(4)** of Debris Removal is replaced by the following:

- (4)** We will pay up to the additional amount shown in the Schedule of this endorsement for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the Deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if **(4)(a)** and/or **(4)(b)** applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the limit for Debris Removal shown on the Schedule of this endorsement.

Fire Department Service Charge

Fire Department Service Charge is replaced by the following:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay the actual amount charged for service at each premises described in the Declarations. We will pay the actual

amount charged regardless of the number of responding fire departments or fire units and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

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

No Deductible applies to this Additional Coverage.

Pollutant Clean-up And Removal

The Limit of Insurance for Pollutant Clean-up And Removal is replaced by the limit shown in the Schedule of this endorsement.

Ordinance Or Law

a. The following replaces the Additional Coverage, Increased Cost Of Construction:

(1) Application Of Coverages

(a) The Coverages provided by this provision apply only if **a.(1)(a)(i)** through **a.(1)(a)(iv)** are satisfied and then subject to the qualifications set forth in **a.(1)(b)**:

(i) The ordinance or law:

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

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

(ii) When the building sustains direct physical damage that is covered under this policy and as a result of such damage, you are required to comply with the ordinance or law;

(iii) When the building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law;

(iv) Except if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this provision even if the building has also sustained covered direct physical damage.

(b) In the situation described in **a.(1)(a)(iii)**, we will not pay the full amount of loss otherwise payable under this coverage. Instead, we will pay a proportion of such loss, meaning the proportion of the loss that the covered direct physical damage bears to the total physical damage.

However, if the covered direct physical damage alone would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of this coverage.

(2) Coverage

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

(a) **Loss To The Undamaged Portion Of The Building:** For the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building;

(b) **Demolition Cost:** The cost to demolish and clear the site of undamaged parts of the same building as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property;

(c) **Increased Cost Of Construction:** The increased cost to:

- (i) Repair or reconstruct damaged portions of that building; and/or

- (ii) Reconstruct or remodel undamaged portions of that building whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

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

(3) We will not pay:

(a) Under coverage in a.(2)(a), (b) or (c) above for:

- (i) Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (ii) The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(b) For loss due to any ordinance or law that:

- (i) You were required to comply with before the loss, even if the building was undamaged; and
- (ii) You failed to comply with.

(4) Loss Payment

All of the following loss payment provisions are subject to the apportionment procedures set forth in Paragraph **a.(1)(b)** of this section.

(a) When there is a covered claim for Loss To The Undamaged Portion Of The Building, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

- (i) If the Replacement Cost Coverage Option applies and the property is being repaired or replaced on the same or another premises, we will not pay more than the amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured;
- (ii) If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the actual cash value of the building at the time of loss.

The Loss To The Undamaged Portion Of The Building is subject to the Limit of Insurance shown in the Declarations as applicable to the covered building.

(b) The most we will pay for the total of all covered losses for Demolition Cost and Increased Cost Of Construction is the limit shown in the Schedule of this endorsement.

(c) The following loss payment provisions also apply:

- (i) For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- (ii) With respect to Increased Cost Of Construction:
 - i. We will not pay for Increased Cost Of Construction until the property is actually repaired or replaced at the same or another premises and unless the repair or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- ii. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for Increased Cost Of Construction is the increased cost of construction at the same premises.
- iii. If the ordinance or law requires relocation to another premises, the most we will pay for Increased Cost Of Construction is the increased cost of construction at the new premises.

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

b. The Ordinance Or Law exclusion in the **CAUSES OF LOSS – SPECIAL FORM** is deleted in its entirety.

Electronic Data Processing Equipment (Including Extra Expense, Software And Transit)

Electronic Data is replaced by the following:

(1) We will pay for:

- (a) Loss or damage to equipment, meaning your electronic data processing, word processing and telecommunications equipment, including their component parts.
- (b) Loss or damage to software, meaning electronic data, computer programs and media:
 - (i) Electronic data has the meaning described under Property Not Covered, Electronic Data.
 - (ii) Media means the material on which electronic data is recorded.
- (c) Extra Expense, meaning necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property:
 - (i) To avoid or minimize the "suspension" of business and to continue your normal "operations":
 - i. At the described premises; or
 - ii. At replacement premises or at temporary locations, including relocation expenses and costs to equip and operate the replacement or temporary locations;
 - (ii) To minimize "suspension" of business if you cannot continue your normal "operations"; or
 - (iii) To repair or replace the lost information on damaged valuable papers and records to the extent it reduces the amount of loss that otherwise would have been payable under this Extra Expense coverage.
- (d) Loss or damage to duplicate electronic data and media:

We will pay up to the limit shown in the Schedule of this endorsement in any one occurrence for loss to duplicate or back-up electronic data and media which are stored at premises other than those shown in the Declarations.

(2) We will pay up to the limit stated in the Schedule of this endorsement for the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to:

- (a) Electronic data processing equipment, word processing equipment, telecommunications equipment or electronic data and media, which you own, lease or is under your control and is at your described premises or in transit;
- (b) The building in which the property described in (2)(a) above is located, provided the building is damaged to an extent which prevents access to the property;
- (c) The air conditioning system that specifically services your electronic data or word processing operation; or
- (d) The electrical or telecommunication system that specifically services your electronic data or word processing operation, provided the damage to the system occurs inside or within 1,000 feet of the building housing your electronic data or word processing operation.

(3) Covered Property does not include:

- (a) Property you loan, rent or lease while it is away from your described premises;
- (b) Electronic data or media which cannot be replaced with other of the same kind or quality; or
- (c) Accounts, bills, evidences of debt, valuable papers, abstracts, records, deeds, manuscripts or other documents, unless converted to electronic data, and then only in that form.

(4) Exclusions: The **CAUSES OF LOSS – SPECIAL FORM** is amended as follows as respects Electronic Data Processing Equipment (Including Extra Expense, Software And Transit):

(a) The following exclusions are deleted: **2.a., 2. c., 2.d.(2), 2.d.(3), 2.d.(4), 2.d.(5), 2. d.(6), 2.d.(7)(a), 2.e., 2.I.**

(b) The following exclusions are added:

Any change in, or interruption of:

(i) Power supply; or

(ii) Telecommunications service;

if the change originates more than 1,000 feet away from the premises containing the Covered Property (equipment). But if a loss or damage by fire, explosion or theft results, we will pay for that resulting loss.

In addition to the above, we will not pay for any Extra Expense you incur due to:

(i) Programming errors or incorrect machine instructions;

(ii) Interference by strikers or other persons with repairs to damaged property, or with resumption of normal "operations";

(iii) Mechanical or machinery breakdown of any property not named in the Extra Expense coverage;

(iv) The suspension, lapse or cancellation of any lease, license or contract beyond the "period of restoration"; or

(v) Any other consequential loss.

(5) Valuation will be determined as follows:

(a) Equipment: We will adjust a loss to equipment on the basis of replacement cost.

The most we will pay is:

(i) The amount necessary to repair the equipment;

(ii) The amount necessary to replace the equipment with material of the same kind or quality; or

(iii) The applicable Limit of Insurance;

whichever is less.

(b) Software:

(i) Electronic data (including computer programs): The most we will pay is the actual cost of replacing the data. If it is not replaced or reproduced, we will pay the cost of the blank media.

(ii) Media: We will value media at the cost to replace the media with material of the same kind or quality.

If we notify you in writing after we receive your signed, sworn statement of loss, we may take all or part of the damaged property at a value that we will agree upon with you. If we choose, we may also repair the damaged property, or replace it with similar property.

This Additional Coverage does not apply to your "stock" of pre-packaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

F. The following **Additional Coverages** are added:

Business Income And Extra Expense

(1) Coverage

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises that are described in the Declarations of the policy to which this endorsement is attached. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises

include the area within 1,000 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 1,000 feet of the building or within 1,000 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

(2) Business Income

Business Income means the:

- (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (b) Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

The term Business Income includes "rental value".

(3) Extra Expense

Extra Expense means the necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (a) Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (b) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

(4) Covered Causes Of Loss

See applicable Causes of Loss form as shown in the Declarations.

(5) Additional Limitation – Interruption Of Computer Operations

- (a) Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- (b) Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations or as specifically provided elsewhere in this endorsement.
- (c) Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (d) This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

(6) Additional Coverages

(a) Civil Authority

In this Additional Coverage, Civil Authority, the described premises are premises to which this endorsement applies.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for actual loss of Business Income you sustain and necessary Extra Expense you

incur caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (i) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (ii) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or action is taken to enable civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (i) Four consecutive weeks after the date of that action; or
 - (ii) When your Civil Authority Coverage for Business Income coverage ends;
- whichever is later.

(b) Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (i) New buildings or structures, whether complete or under construction;
- (ii) Alterations or additions to existing buildings or structures; and
- (iii) Machinery, equipment, supplies or building materials located on or within 1,000 feet of the described premises and:
 - i. Used in the construction, alterations or additions; or
 - ii. Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

(c) Extended Business Income

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (i) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and either "operations" are resumed or tenantability is restored; and
- (ii) Ends on the earlier of:
 - i. The date you could restore your "operations" or restore tenant occupancy, with reasonable speed, to the level which would generate the business income amount or "rental value" that would have existed if no direct physical loss or damage had occurred; or
 - ii. 90 consecutive days after the date determined in **(c)(i)** above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(d) Interruption Of Computer Operations

- (i) Under this Additional Coverage, electronic data has the meaning described under Property Not

Covered, Electronic Data.

- (ii) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation – Interruption Of Computer Operations does not apply based on Paragraph **(5)(d)** of this section.
- (iii) With respect to this Additional Coverage, the Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (iv) The most we will pay under this Additional Coverage, Interruption Of Computer Operations is the limit shown in the Schedule of this endorsement for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (v) The Additional Coverage, Interruption Of Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in **(iv)** above has not been exhausted.

(e) Utility Services - Business Income

(i) Coverage

Your coverage for Business Income and Extra Expense, as provided and limited in this endorsement, is extended to apply to a "suspension" of "operations" at the described premises caused by an interruption in utility service to that premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the types of property described below.

(ii) Exception

Coverage under this section does not apply to Business Income loss or Extra Expense related to interruption in utility service which causes loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning described under Property Not Covered, Electronic Data.

(iii) Utility Services

- i. Water Supply Property, meaning the following types of property supplying water to the described premises:
 - (aa)** Pumping stations; and
 - (bb)** Water mains.
- (ii)** Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.

Coverage under this endorsement does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.
- iii. Communication Supply Property, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:

- (aa) Communication transmission lines;
- (bb) Coaxial cables; and
- (cc) Microwave radio relays except satellites.

Communication Supply Property does not include overhead transmission lines.

- iv. Power Supply Property, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (aa) Utility generating plants;
- (bb) Switching stations;
- (cc) Substations;
- (dd) Transformers; and
- (ee) Transmission lines.

Power Supply Property does not include overhead transmission lines.

- (iv) As used in this Additional Coverage, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.
- (v) We will only pay for loss you sustain after the first 12 hours following the direct physical loss or damage to the utility service property to which the endorsement applies.

The most we will pay under this Additional Coverage, Utility Services – Business Income, is the limit shown in the Schedule of this endorsement. This limit is the only limit which applies to the coverage provided under this section and is in addition to the Limit of Insurance stated in the Declarations as applicable to the described premises.

No Deductible applies to this Additional Coverage.

(f) Business Income From Dependent Properties

- (i) We will pay for the actual loss of Business Income or Extra Expense you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to "dependent property" caused by or resulting from any Covered Cause of Loss. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data or any loss or damage to electronic data. If the "dependent property" sustains loss or damage to electronic data and other property, coverage under this endorsement will not continue once the other property is repaired, rebuilt or replaced. Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.

- (ii) The following is added to **(10)(c)(iii)** Resumption Of Operations below as respects this Additional Coverage, Business Income From Dependent Properties:

We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available source of materials or outlets for your products.

- (iii) The most we will pay under this Additional Coverage, Business Income From Dependent Properties, is the limit shown in the Schedule of this endorsement. Payments under this Additional Coverage will not increase the applicable Limit of Insurance.

(g) Ordinance Or Law – Increased Period Of Restoration

- (i) If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the actual and necessary loss you sustain during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of or compliance with any ordinance or law that:
 - i. Regulates the construction or repair of any property;

ii. Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and

iii. Is in force at the time of the loss.

(ii) However, coverage is not extended under this Additional Coverage to include loss caused by or resulting from enforcement of or compliance with any ordinance or law which requires any insured to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

The most we will pay under this Additional Coverage, Ordinance Or Law – Increased Period Of Restoration, is the limit shown in the Schedule of this endorsement.

(7) Business Income Coverage Extension – Newly Acquired Locations

(a) You may extend your Business Income and Extra Expense coverages to apply to property at any location you acquire other than fairs or exhibitions.

(b) The most we will pay under this Extension for the sum of Business Income loss and Extra Expense incurred at each location, is the limit shown in the Schedule of this endorsement.

(c) Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

(i) This policy expires;

(ii) 90 days expire after you acquire or begin to construct the property; or

(iii) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

(8) Exclusions And Limitations

See applicable Causes of Loss form as shown in the Declarations. The Special Exclusions applicable to Business Income and Extra Expense also apply.

(9) Limits Of Insurance

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

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

(a) Alterations And New Buildings;

(b) Civil Authority;

(c) Extra Expense; or

(d) Extended Business Income.

The amounts of insurance stated in the Additional Coverage, Interruption Of Computer Operations and the Coverage Extension, Newly Acquired Locations apply in accordance with the terms of those coverages and are separate from the limits shown in the Schedule of this endorsement for any other coverage.

(10) Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

(a) Appraisal

All provisions included in the Appraisal condition in the Coverage Form shall also apply to the amount of Net Income and operating expense or the amount of loss.

(b) Duties In The Event Of Loss Or Damage

All provisions included in the Duties In The Event Of Loss Or Damage condition in the Coverage Form shall also apply to Business Income. The following is added as respects Business Income:

If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

(c) Loss Determination

- (i)** The amount of Business Income loss will be determined based on:
- i. The Net Income of the business before the direct physical loss or damage occurred;
 - ii. The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
 - iii. The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - iv. Other relevant sources of information, including:
 - (aa)** Your financial records and accounting procedures;
 - (bb)** Bills, invoices and other vouchers; and
 - (cc)** Deeds, liens or contracts.
- (ii)** The amount of Extra Expense will be determined based on:
- i. All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (aa)** The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (bb)** Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - ii. Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.
- (iii)** Resumption Of Operations:
- We will reduce the amount of your:
- i. Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or "stock") at the described premises or elsewhere.
 - ii. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- (iv)** If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
- (v)** Loss Payment:
- We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Form and:
- i. We have reached agreement with you on the amount of loss; or
 - ii. An appraisal award has been made.

No Deductible applies to this Additional Coverage.

Refrigerated Goods Spoilage

- (1)** We will pay for direct physical loss of or damage to "perishable stock" at or within 1,000 feet of the building, structure or premises described in the Declarations and that is owned by you or by others that is in your care, custody or control, caused by spoilage due to change in temperature or humidity resulting from:
- (a)** Mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such apparatus is at or within 1,000 feet of the building, structure or premises described in the Declarations; and

- (b) Contamination by refrigerant; or
 - (c) Complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.
- (2) Section A. Paragraph 5. Coverage Extensions of the Coverage Form does not apply.
- (3) Section B. Exclusions And Limitations of the Coverage Form is amended as follows:
- (a) Only the following exclusions contained in Paragraph B.1. of the **CAUSES OF LOSS – SPECIAL FORM** apply to this coverage: Earth Movement; Governmental Action; Nuclear Hazard; War And Military Action; and Water.
 - (b) The following exclusions are added:

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

 - (1) The disconnection of any refrigerating, cooling or humidity control system from the source of power;
 - (2) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
 - (3) The inability of an Electrical Utility Company or other power source to provide sufficient power due to lack of fuel or governmental order;
 - (4) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand;
 - (5) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
- (4) A \$500 Deductible applies to this Additional Coverage.
- (5) The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the limit shown in the Schedule of this endorsement.

Accounts Receivable

- (1) We will pay for loss of or damage to your records of accounts receivable:
 - (a) At a described premises or in or on a vehicle in transit between described premises; or
 - (b) If the records must be removed from a described premises to protect them from the threat of a Covered Cause of Loss, we will pay for the loss while accounts receivable are:
 - (i) At a safe place away from your described premises; or
 - (ii) Being taken to and returned from that place.
- (2) The amount of your accounts receivable loss includes:
 - (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage;
 - (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable, including credit or charge card slips.
- (3) We will not pay for loss or damage caused by or resulting from any of the following:
 - (a) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or "other property". This exclusion applies only to the extent of the wrongful giving, taking or withholding;
 - (b) Loss that requires any audit of records or any inventory computation to prove its factual existence;
 - (c) Bookkeeping, accounting or billing errors or omissions;
 - (d) Unauthorized instructions to transfer property to any person or any place; or

- (e) Theft by any person (except "carriers" for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.
- (4) Accounts receivable loss payment will be determined as follows:
- (a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:
 - (i) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (ii) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance for that month.
 - (b) The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (i) The amount of the accounts for which there is no loss or damage;
 - (ii) The amount of the accounts that you are able to reestablish or collect;
 - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (iv) All unearned interest and service charges.
 - (c) You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

Records of accounts receivable are removed from Property Not Covered to the extent they are covered by this Additional Coverage.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

Fine Arts

- (1) We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss.

Covered Property means your "fine arts".

- (2) Property Not Covered means property while on exhibition at fair grounds or on the premises of any national or international exposition, or contraband or property in the course of illegal transportation or trade.

- (3) We will not pay for loss caused by or resulting from any of the following:

- (a) Delay, loss of use, loss of market or any other consequential loss.
- (b) Dishonest or criminal act (including theft) committed by:
 - (i) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees or authorized representatives;
 - (ii) A manager or a member if you are a limited liability company; or
 - (iii) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

- (c) Any repair, restoration or retouching of the Covered Property.
- (d) Wear and tear, any quality in the property that causes it to damage or destroy itself, damage by "pollutants", gradual deterioration, or damage from insects, vermin or rodents. But if loss by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
- (e) Theft by any person (except "carriers" for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party. This exclusion applies whether or not an act occurs

during your normal hours of operation.

(4) You must agree that:

- (a)** Covered Property will be packed and unpacked by professional packers.
- (b)** In the case of loss or damage to any part of sets or pairs, we may:
 - (i)** Repair or replace any part to restore the pair or set to its value before the loss or damage; or
 - (ii)** Pay the difference between the value of the pair or set before and after the loss or damage.

(5) Valuation will be determined as follows:

The value will be the least of:

- (a)** The market value of that property;
- (b)** The amount for which you are liable, if the property belongs to another;
- (c)** The cost of reasonably restoring that property to its condition immediately before a loss;
- (d)** The cost of replacing that property with substantially identical property; or
- (e)** The amount of insurance stated in this Additional Coverage.

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

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

Exhibition Coverage

(1) We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss.

Covered Property means Your Business Personal Property or personal property of others in your care, custody or control; but only while such property is:

- (a)** At an exhibition;
- (b)** Held in temporary storage awaiting:
 - (i)** The setup of the exhibition; or
 - (ii)** Its return to its destination following the exhibition; or
- (c)** In the due course of transit to or from the exhibition.

In no event will coverage apply after the end of the policy period.

(2) Property Not Covered means:

- (a)** Accounts, bills, currency, deeds, evidences of debt, "money", notes or "securities";
- (b)** Property while in the mail;
- (c)** Property while waterborne. However, we will cover property while aboard vessels on inland waterways when waterborne transportation is incidental to the land portion of the journey;
- (d)** Import shipments:
 - (i)** Until discharged from the import conveyance; or
 - (ii)** Until Ocean Marine insurance ceases;whichever occurs last;
- (e)** Export shipments:
 - (i)** After placed on the outbound conveyance; or
 - (ii)** When Ocean Marine insurance applies to the shipment;whichever occurs first; or
- (f)** Contraband, or property in the course of illegal transportation or trade.

- (3)** We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
- (a)** Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs of forced entry. But this exclusion does not apply to property in the custody of a "carrier" for hire.
 - (b)** Delay, loss of use, loss of market or any other consequential loss.
 - (c)** Unexplained disappearance.
 - (d)** Shortage found upon taking inventory.
 - (e)** Dishonest or criminal act (including theft) committed by:
 - (i)** You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees or authorized representatives;
 - (ii)** A manager or a member if you are a limited liability company; or
 - (iii)** Anyone else with an interest in the property, or their employees (including temporary employees and leased workers), or authorized representatives;whether acting alone or in collusion with each other or with any other party.
- This exclusion applies whether or not an act occurs during your normal hours of operation.
- This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- (f)** Artificially generated electrical, magnetic or electromagnetic energy that damages, disrupts or otherwise interferes with any:
 - (i)** Electrical, or electronic wire, device, appliance, system or network; or
 - (ii)** Device, appliance, system or network utilizing cellular or satellite technology;creating a short circuit or other electric disturbance within an article covered under this Coverage Form.
- For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; electromagnetic waves or microwaves.
- But if artificially generated electrical, magnetic or electromagnetic energy, as described above, results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.
- This exclusion only applies to loss or damage to that article in which the disturbance occurs.
- (g)** Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - (h)** Unauthorized instructions to transfer property to any person or to any place.
 - (i)** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss or damage.
 - (j)** Wear and tear, depreciation; any quality in the property that causes it to damage or destroy itself, latent or hidden defect, gradual deterioration; damage from "pollutants"; breakdown of Covered Property; malfunction or failure of Covered Property to operate; insects, vermin, rodents; corrosion, dust, dampness, extremes of temperature.
- But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
- (k)** Processing or work upon the property. But if processing or work upon the property results in fire or explosion, we will pay for direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

- (l) Improper packing or stowage, or rough handling.
- (m) Theft by any person (except "carriers" for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

(4) Valuation will be determined as follows:

The value will be the least of:

- (a) The actual cash value of the property;
- (b) The cost of reasonably restoring that property to its condition immediately before loss or damage;
- (c) The cost of replacing that property with substantially identical property;
- (d) If there is an agreed consigned value for property of others in your care, custody or control, the value of such property will be the lowest agreed consigned value; or
- (e) The amount stated in this Additional Coverage.

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

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

Fire Protection Device Recharge

We will pay the actual cost to recharge or refill your fire protective devices that are permanently installed in buildings at described premises. This coverage only applies when such devices have been discharged while being used to combat a covered fire at the premises described in the Declarations, which results in a covered loss.

Loss Data Preparation

We will pay for reasonable costs you incur in preparing loss data required by the conditions of this policy after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your loss. This coverage does not include payments for any services rendered by a public adjuster.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

Money And Securities

(1) We will pay for loss of "money" and "securities" used in your business while inside the described premises or "financial institution premises" or in transit between any of these places:

- (a) Resulting directly from "theft" committed by a person present inside the described premises or "financial institution premises"; or
- (b) Resulting directly from disappearance or destruction.

(2) We will not pay for:

- (a) Loss resulting from "theft" or any other dishonest act committed by you or any of your partners or "members", whether acting alone or in collusion with other persons.
- (b) Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:
 - (i) Whether acting alone or in collusion with other persons; or
 - (ii) While performing services for you or otherwise.
- (c) Loss resulting from accounting or arithmetical errors or omissions.
- (d) Loss resulting from the giving or surrendering of property in any exchange or purchase.
- (e) Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

(3) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

(4) The most we will pay under this Additional Coverage for loss in any one occurrence is:

- (a) The limit shown in the Schedule of this endorsement for Money And Securities – On Premises while inside the described premises or “financial institution premises”; or
- (b) The limit shown in the Schedule of this endorsement for Money And Securities – Off Premises while anywhere else.

Money and securities are removed from Property Not Covered to the extent they are covered by this Additional Coverage.

No Deductible applies to this Additional Coverage.

Criminal Reward

We will pay for information leading to the arrest and conviction of persons responsible for crimes committed against the insured, when any covered loss is deemed suspicious by the police or fire department, and only when the person responsible is convicted of the crime.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

Employee Theft

- (1) We will pay for loss of or damage to "money", "securities" and “other property” resulting directly from “theft” committed by an “employee”, whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Additional Coverage, "theft" shall also include “forgery”.

- (2) We will not pay for:

- (a) Loss resulting from any “theft” or any other dishonest act committed by:

- (i) You or any of your partners or “members”, officers, “managers”, directors, trustees, authorized representatives; or

- (ii) Anyone with whom you entrust your “money”, “securities” and “other property”;

whether acting alone or in collusion with other persons.

- (b) Loss where the only proof of which as to its existence or amount is:

- (i) An inventory computation; or

- (ii) A profit and loss computation.

- (c) Loss resulting from trading, whether in your name or in a genuine or fictitious account.

- (d) Loss resulting from the fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

- (3) This Additional Coverage does not apply to any “employee” as soon as you or any of your partners, “members”, “managers”, officers or directors not in collusion with the “employee” learn of “theft” or any other dishonest act committed by the “employee” before or after becoming employed by you.

A \$500 Deductible applies to this Additional Coverage.

The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the limit shown in the Schedule of this endorsement.

Forgery Or Alteration

- (1) We will pay for loss resulting directly from “forgery” or alteration of checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (a) Made or drawn by or drawn upon you; or

- (b) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Additional Coverage, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- (2) If you are sued for refusing to pay any instrument covered in Paragraph (1), on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable

legal expenses that you incur and pay in that defense. The amount we will pay for such legal expenses is in addition to the Limit of Insurance applicable to Additional Coverage, Forgery Or Alteration.

(3) We will not pay for:

- (a)** Loss resulting from any dishonest act committed by you or any of your partners or “members”, whether acting alone or in collusion with other persons.
- (b)** Loss resulting from any dishonest act committed by any of your “employees”, “managers”, directors or trustees:
 - (i)** Whether acting alone or in collusion with other persons; or
 - (ii)** While performing services for you or otherwise.

(4) The following conditions are added as respects this Additional Coverage:

- (a)** We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.
- (b)** You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.
- (c)** We will cover loss you sustain anywhere in the world. This supersedes any other territorial definitions elsewhere in the policy.

(5) As respects this Additional Coverage, an occurrence means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

A \$500 Deductible applies to this Additional Coverage.

The most we will pay under this Additional Coverage for loss in any one occurrence is the limit shown in the Schedule of this endorsement.

Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having in good faith accepted in exchange for merchandise, “money” or services:

- (1)** Money orders issued by any post office, express company or “financial institution” that are not paid upon presentation; or
- (2)** “Counterfeit money” that is acquired during the regular course of business.

No Deductible applies to this Additional Coverage.

The most we will pay under this Additional Coverage for loss in any one incident is the limit shown in the Schedule of this endorsement.

Exclusions And Conditions Applicable To Money And Securities, Employee Theft, Forgery Or Alteration And Money Orders And Counterfeit Money

(1) Exclusions

We will not pay for loss resulting from:

- (a)** The disclosure of your or another person’s or organization’s confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information.
- (b)** The use of another person’s or organization’s confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information.
- (c)** Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person’s or organization’s confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

(2) Conditions

- (a)** All loss or damage caused by one or more persons or involving a single act or series of related acts is considered one occurrence.

- (b) We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- (c) We will pay only for covered loss or damage “discovered” no later than one year from the end of the policy period.
- (d) If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to “discover” loss or damage had expired, we will pay for it under this Additional Coverage provided:
 - (i) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (ii) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- (e) The insurance under Paragraph (d) above is part of, not in addition to, the amount of insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
 - (i) This Additional Coverage as of its effective date; or
 - (ii) The prior insurance had it remained in effect.
- (f) Valuation Settlement

We will pay for:

 - (i) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
 - i. At face value in the "money" issued by that country; or
 - ii. In the United States of America's dollar equivalent, determined by the rate of exchange published by the Wall Street Journal on the day the loss was “discovered”.
 - (ii) Loss of "securities" but only up to and including their value at the close of business on the day the loss was “discovered”. We may, at our option:
 - i. Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";
 - ii. Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the market value of the "securities" at the close of business on the day the loss was “discovered” or the Limit of Insurance applicable to the “securities”.
 - (iii) Loss of or damage to “other property” according to the Optional Coverage Replacement Cost.

Utility Services – Direct Damage

(1) Coverage

We will pay for loss of or damage to Covered Property, caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the types of property described below.

(2) Exception

Coverage under this section for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning described under Property Not Covered, Electronic Data.

(3) Utility Services

- (a) Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (i) Pumping stations; and

(ii) Water mains.

(b) Communication Supply Services, meaning property supplying communications service, including telephone, radio, microwave or television services to the described premises, such as:

(i) Communication transmission lines, including optic fiber transmission lines;

(ii) Coaxial cables; and

(iii) Microwave radio relays, except satellites.

Communication Supply Service does not include overhead transmission lines.

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

(i) Utility generating plants;

(ii) Switching stations;

(iii) Substations;

(iv) Transformers; and

(v) Transmission lines.

Power Supply Service does not include overhead transmission lines.

(d) As used in this Additional Coverage, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The Utility Services – Direct Damage limit, as shown in the Schedule of this endorsement, is the only limit which applies to this Additional Coverage, and is in addition to the Limit of Insurance stated in the Declarations as applicable to the described premises.

Contractual Penalties

We will pay for contractual penalties imposed by written contract between you and your customer.

These penalties must:

(1) Result from your failure to deliver your product on time according to contract terms;

(2) Result from direct physical loss or damage to Covered Property by a Covered Cause of Loss; and

(3) Have been paid by you to your customer.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

G. The following **Coverage Extensions** are amended:

Newly Acquired Or Constructed Property

1. The last sentence of Paragraph (1) Buildings is replaced by the following:

The most we will pay for loss or damage under this Extension is the limit shown in the Schedule of this endorsement at each building.

2. Paragraph (2) Your Business Personal Property, (a) is revised as follows:

a. The last sentence is replaced by the following:

The most we will pay for loss or damage under this Extension is the limit shown in the Schedule of this endorsement at each building.

b. The following is added:

If this policy covers Your Business Personal Property, you may extend that insurance to also apply to business personal property that you newly acquire, located at the described premises. This extension is subject to the each building limit stated in paragraph a. above.

3. The number of days in Paragraph (3) Period of Coverage, (b) is 90 days instead of 30 days.

Personal Effects And Property Of Others

Personal Effects And Property Of Others is replaced by the following:

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

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees.
- (2) Personal property of others, not including "clients", in your care, custody or control.

The most we will pay for loss or damage under this Extension is the limit shown in the Schedule of this endorsement at each described premises.

Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. We can settle all losses with you and make all payments to you at our option.

This property is not covered if it is already insured elsewhere.

A \$500 Deductible applies to this Extension.

Valuable Papers And Records (Other Than Electronic Data)

Valuable Papers And Records (Other Than Electronic Data) is replaced by the following:

You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

Under this Extension, the most we will pay to replace or restore lost information is the limit shown in the Schedule of this endorsement at each described premises. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

Property Off-premises

The last sentence is replaced by the following:

The most we will pay for loss or damage under this Extension is the limit shown in the Schedule of this endorsement.

Outdoor Property

Outdoor Property is replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to your trees (limited to within 1,000 feet of buildings or blocking roadways), shrubs and plants (other than trees, shrubs or plants which are "stock" or part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or civil commotion;
- (5) Aircraft;
- (6) Windstorm; or
- (7) Hail.

The most we will pay for loss or damage to trees, shrubs and plants, including debris removal expense, under this Extension, is the per occurrence limit, subject to the per item limit, shown in the Schedule of this endorsement. For all other outdoor property, the most we will pay for loss or damage under this Extension is the per occurrence limit shown in the Schedule of this endorsement.

Subject to all aforementioned terms and limitations of coverage, this Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

H. The following **Coverage Extensions** are added:

Automated External Defibrillators

You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to your Automated External Defibrillators caused by or resulting from a Covered Cause of Loss.

The most we will pay for loss or damage in any one occurrence under this Extension is the limit shown in the Schedule of this endorsement.

Discharge From Sewer, Drain Or Sump (Not Flood-Related)

(1) The following applies to Covered Property:

With respect to the premises identified in the Declarations, we will pay for direct physical loss or damage to Covered Property caused by or resulting from discharge of water or waterborne material from a sewer, drain or sump located on the described premises, provided such discharge is not induced by flood or flood-related conditions.

The aforementioned references to flood include surface water, waves (including tidal wave and tsunami), tides, tidal water, and overflow of any body of water, including storm surge.

For the purpose of this Extension, the term drain includes a roof drain and related fixtures.

(2) The following applies to Business Income And Extra Expense:

With respect to the premises identified in the Declarations, we will pay for Business Income loss and/or Extra Expense incurred in accordance with the terms of this endorsement applicable to such premises under your policy, when such loss or expense arises out of the direct physical loss or damage described in Paragraph (1).

(3) There is no coverage under this Extension if the discharge results from an insured's failure to perform routine maintenance or repair necessary to keep a sewer or drain or a sump, sump pump or related equipment free from obstruction and in proper working condition. This limitation does not apply to sudden mechanical breakdown of a sump pump or its related equipment, provided the breakdown is not the result of an insured's negligence.

(4) The Water exclusion does not apply to the extent that it conflicts with the coverage provided under this Extension.

(5) We will not pay the cost of repairing or replacing a sewer, drain, sump, sump pump or any related parts or equipment.

(6) The Limits of Insurance applicable to Covered Property and Business Income And Extra Expense are extended to include the coverage provided by this Extension.

(7) All policy provisions apply to the coverage provided under this Extension unless otherwise indicated, including the Deductible for direct physical loss or damage and the "period of restoration" for Business Income And Extra Expense. If an occurrence results in loss payable only under this Extension, the Deductible applicable to Fire will apply to this Extension. But if an occurrence also causes other loss or damage that is paid under this policy, a separate Deductible will not apply to the loss or damage covered under this Extension.

Emergency Vacating Expenses

You may extend the insurance provided by this Coverage Form to apply to the reasonable expenses that you incur in the "emergency" vacating of the premises of your facility.

We will not pay any expenses under this Extension arising out of:

(1) A strike, bomb threat or false fire alarm, unless vacating is ordered by civil authority;

(2) A planned vacating drill;

(3) The vacating of one or more of your customers, "clients", residents, students, campers or users of your facility that is due and confined to their individual medical condition; or

(4) Any of the following to the extent these causes of loss are excluded in Section B. of this Coverage Form:

(a) Governmental Action;

(b) Nuclear Hazard; and

(c) War And Military Action.

No other exclusions in your policy apply to this Extension.

A \$500 Deductible applies to this Extension.

The most we will pay in any one occurrence under this Extension is the limit shown in the Schedule of this endorsement.

Inflation Guard

If Building coverage is shown in the Declarations and the Replacement Cost Optional Coverage has been selected for the Building coverage, then the Optional Coverage, Inflation Guard as listed under Section **G**. Optional Coverages of the Coverage Form automatically applies to the building. The percentage increase for each building at each described location is the percentage shown in the Schedule of this endorsement.

Lawn Coverage

You may extend the insurance that applies to Buildings to apply to your lawns (including lawns which are part of a vegetated roof) on which the property is located.

Lawns (other than lawns which are part of a vegetated roof) are deleted from Property Not Covered.

The most we will pay under this Extension for loss or damage at each described premises is the limit shown in the Schedule of this endorsement.

Premises Limitation

The premises limitation found anywhere in the Commercial Property Coverage Part is broadened from "within 100 feet" to "within 1,000 feet".

Property Of Your Clients

(1) You may extend the insurance that applies to Your Business Personal Property to apply to loss of or damage to the following property caused by or resulting from a Covered Cause of Loss:

Your "client's" personal property while:

- (a)** At or within 1,000 feet of the building, structure or premises described in the Declarations, whichever distance is greater;
- (b)** In the due course of transit;
- (c)** Temporarily at a location you do not own, rent or regularly use in the operation of your facility; or
- (d)** At any location you acquire, but only for 120 days after you acquire the location or until more specific insurance applies to the location, whichever occurs first.

Coverage for this property applies only while your "client's" personal property is in your care, custody or control. However, our payment for the loss or damage to your "client's" personal property will only be for the account of the owner of the property.

(2) This Extension does not apply to a mysterious disappearance or shortage of property except as a result of theft. If loss is a result of theft, the theft must be reported to the police within 24 hours and you must reasonably cooperate with the police and other law enforcement agencies in providing information concerning the theft.

(3) Under this Extension, coverage for your "client's" personal property does not apply to "money" and "securities" belonging to your "client".

(4) Exclusion **B.2.h.** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension.

(5) Limitation **C.3.** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension.

(6) All theft loss caused by one or more persons or involving a single act or series of related acts is considered a single theft loss for purposes of this Extension.

(7) This Extension does not apply to any theft loss as soon as:

- (a)** You; or
- (b)** Any of your partners, officers or directors not in collusion with the employee;

learn of any employee's theft committed by the employee before or after becoming employed by you and related to such loss.

- (8) The most we will pay under this Coverage Extension is the per occurrence limit, subject to the maximum for any one "client", shown in the Schedule of this endorsement.

Consequential Damage

You may extend the insurance that applies to Your Business Personal Property to cover the consequential damage to your undamaged personal property. Consequential damage means a part or parts of your product are physically lost or damaged by a Covered Cause of Loss, causing the part or parts that are not damaged to be unmarketable as a complete product due to their reduction in value.

The most we will pay under this Extension is the limit shown in the Schedule of this endorsement.

Brands And Labels

If branded or labeled "stock" that is Covered Property is damaged by a Covered Cause of Loss, we have the option to take all or any part of the property at an agreed or appraised value.

When you do not want your damaged "stock" sold under your brand or label, you may extend the insurance that applies to Your Business Personal Property to cover the cost to:

- (1) Remove the brand or label from "stock" or its containers, and relabel the "stock" to comply with the law; or
- (2) Label the damaged "stock" as salvage but, in doing so, you must cause no further damage to it.

In either case, we will pay the difference between the salvage value of the damaged "stock" with the brand or label attached, and its salvage value with the brand or label removed. In addition, we will pay your expenses for removing the brands or labels and relabeling the damaged "stock".

The most we will pay under this Extension is the limit shown in the Schedule of this endorsement.

Deferred Payments

You may extend the insurance that applies to Your Business Personal Property to cover direct physical loss or damage from a Covered Cause of Loss to the following:

- (1) Business personal property which you have sold under an installment or deferred payment plan which is in the possession of the buyer. We will pay only for your remaining interest in the property.
- (2) Business personal property which is rented or leased to others.

We will acquire your financial interest in the property we pay for under this Extension, up to the amount of our payment.

The most we will pay under this Extension is the limit shown in the Schedule of this endorsement.

Automatic Increase At Time Of Loss

If a separate Building Limit of Insurance is shown in the Declarations, the amount of insurance available for loss or damage is 110% of the limit shown.

I. Revised Valuation Provision

The following **Loss Conditions** are amended:

Valuation

The first sentence in Paragraph **b.** of Section **E.7.** Valuation is replaced by the following:

If the cost to repair or replace the damaged building property is \$5,000 or less, we will pay the cost of building repairs or replacement.

J. Coinsurance – Additional Condition Deleted

The Coinsurance condition is deleted in its entirety. Other references to Coinsurance in this Coverage Form are deleted.

K. The following Optional Coverage is amended:

Replacement Cost – Personal Property Of Others

Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

L. Signs

The second paragraph in Limits Of Insurance is replaced by the following:

The most we will pay for loss or damage in any one occurrence to indoor and outdoor signs, whether or not the sign is attached to a building, is the limit shown in the Schedule of this endorsement.

II. THE CAUSES OF LOSS – SPECIAL FORM IS AMENDED AS FOLLOWS:

A. The following Exclusions are deleted in their entirety:

Continuous Or Repeated Seepage

Section **B.2.f.** – Continuous or repeated seepage.

Liquids, Powder Or Molten Metals

Section **B.2.g.** – Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment.

Personal Property In The Open

Section **B.2.j.** – Rain, snow, ice or sleet to personal property in the open.

B. The following Limitations are amended:

Theft Loss To Furs, Fur Garments

The Special Limit for furs, fur garments and garments trimmed with fur in Section **C.3.a.** is increased to the limit shown in the Schedule of this endorsement.

Theft Loss To Jewelry, Watches, Watch Movements

The Special Limit for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals in Section **C.3.b.** is increased to the limit shown in the Schedule of this endorsement.

C. The following Limitations are deleted in their entirety:

Theft Loss To Building Materials And Supplies Not Attached As Part Of The Building Or Structure

Section **C.1.d.** – Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

Builders' Machinery, Tools And Equipment

Section **C.2.c.** – Builders' machinery, tools and equipment owned by you or entrusted to you.

D. The following Additional Coverage Extension is amended:

Property In Transit

Property In Transit is replaced by the following:

This Extension applies only to Your Business Personal Property and similar property of others that you have on consignment to which this endorsement applies.

a. You may extend the insurance provided by this Coverage Form to apply to Your Business Personal Property (other than property in the care, custody or control of your salespersons) in transit more than 1,000 feet from the described premises. Property must be between points in the coverage territory and:

- (1)** In the custody of a "carrier" or bailee for hire; or
- (2)** On vehicles you own, lease or operate.

b. Loss or damage must be caused by or result from one of the following causes of loss:

- (1)** Fire, lightning, explosion, windstorm or hail, riot or civil commotion or vandalism.
- (2)** Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.

- (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

This coverage is additional insurance.

The most we will pay for loss or damage under this Extension is the limit shown in the Schedule of this endorsement.

- E. The following **Additional Coverage Extension** is added:

Lock Replacement

You may extend the insurance provided by this Coverage Form to apply to the cost to repair or replace the door locks or tumblers of your described premises due to theft of your door keys.

This Extension is additional insurance.

No Deductible applies to this Extension.

The most we will pay for loss or damage under this Extension is the limit shown in the Schedule of this endorsement.

III. THE FOLLOWING DEFINITIONS ARE ADDED AS RESPECTS THIS ENDORSEMENT:

- A. "Carrier" means a person or organization who provides motor, rail or air transportation for compensation.
- B. "Client" means a person who is a direct recipient of the services provided by your business operation.
- C. "Dependent property" means property operated by others whom you depend on to:
1. Deliver materials or services to you or to others for your account (Contributing Locations). With respect to Contributing Locations, services do not mean water, communication (including services relating to Internet access or access to any electronic network), power supply services or wastewater removal services;
 2. Accept your products or services (Recipient Locations);
 3. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
 4. Attract customers to your business (Leader Locations).
- D. "Emergency" means imminent danger arising from an external event or a condition in the facility which would cause loss of life or harm to your customers, "clients", residents, students, campers or users of your facility.
- E. "Fine arts" means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, stained glass windows, and similar property of rarity, historical value or artistic merit.
- F. "Finished stock" means "stock" you have manufactured.
- "Finished stock" does not include "stock" you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Form.
- G. "Money" means:
1. Currency, coins and bank notes in current use and having a face value; and
 2. Travelers' checks and money orders held for sale to the public; and
 3. In addition, includes deposits in your account at any "financial institution" as respects the Additional Coverages, Employee Theft and Forgery Or Alteration.
- H. "Operations" means your business activities occurring at the described premises and the tenantability of the described premises.
- I. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance.
- J. "Period of restoration" with respect to:
1. Other than "dependent property" means the period of time that:
 - a. Begins:

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

b. Ends the earlier of:

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

2. "Dependent property" means the period of time that:

- a. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
- b. Ends on the date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.

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

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

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

K. "Perishable stock" means personal property:

1. Maintained under controlled conditions for its preservation; and
2. Susceptible to loss or damage if the controlled conditions change.

L. "Rental value" means Business Income that consists of:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
2. Continuing normal operating expenses incurred in connection with that premises, including:
 - a. Payroll; and
 - b. The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

M. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or "other property" and includes:

1. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

N. "Suspension" means:

1. The shutdown or cessation of your business activities; or
2. That a part or all of the described premises is rendered untenable.

IV. THE FOLLOWING DEFINITIONS ARE ADDED ONLY AS RESPECTS MONEY AND SECURITIES, EMPLOYEE THEFT, FORGERY OR ALTERATION AND MONEY ORDERS AND COUNTERFEIT MONEY:

- A. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
- B. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when

the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

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

C. "Employee"

1. Means:

a. Any natural person:

- (1)** While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
- (2)** Who you compensate directly by salary, wages or commissions; and
- (3)** Who you have the right to direct and control while performing services for you;

b. Any natural person who is furnished temporarily to you:

- (1)** To substitute for a permanent "employee" as defined in Paragraph **1.a.**, who is on leave; or
- (2)** To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the premises;

c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **1.b.;**

d. Any natural person who is:

- (1)** A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; or
- (2)** Your director or trustee while that person is engaged in handling "money", "securities" or "other property" of any "employee benefit plan";

e. Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained by you as a consultant while performing services for you;

f. Any natural person who is a guest student or intern pursuing studies or duties;

g. Any natural person employed by an entity merged or consolidated with you prior to the effective date of this policy;

h. Any natural person who is your "manager", director or trustee while:

- (1)** Performing acts within the scope of the usual duties of an "employee"; or
- (2)** Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf; and

i. Any noncompensated natural person:

- (1)** Other than one who is a fund solicitor, performing acts within the scope of the usual duties of an "employee"; or
- (2)** Acting as fund solicitor during fund raising campaigns.

2. Does not mean:

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph **C.1.**

D. "Employee benefit plan" means any welfare or pension benefit plan that you sponsor and that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

E. "Financial institution" means:

1. A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
 2. An insurance company.
- F.** "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution".
- G.** "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- H.** "Manager" means a natural person serving in a directorial capacity for a limited liability company.
- I.** "Member" means an owner of a limited liability company represented by its membership interest, who if a natural person, may also serve as a "manager".
- J.** "Theft" means the unlawful taking of property to the deprivation of the insured.

All other terms and conditions remain unchanged.



Markel Insurance Company

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

CONFIRMATION OF EXCLUSION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:	\$8
Federal Share Of Terrorism Losses:	85% In 2015
	84% In 2016
	83% In 2017
	82% In 2018
	81% In 2019
	80% In 2020

Disclosure Of Premium

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer. At that time we advised you that the premium for such terrorism coverage would be the amount shown in the Schedule of this notice.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If you have not indicated to us or your agent that certified acts of terrorism coverage is desired, a certified act of terrorism exclusion will be attached to your policy and we will not charge your policy for terrorism coverage.

If you desire to purchase terrorism coverage, please contact us or your agent.



MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

"FUNGUS", WET ROT, DRY ROT AND BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM
CAPITAL ASSETS PROGRAM COVERAGE FORM (OUTPUT POLICY)

In all of the above forms, the following is deleted:

Additional Coverage - Limited Coverage for "Fungus", Wet Rot, Dry Rot and Bacteria

All references to this Additional Coverage are deleted wherever shown in these forms and any other related forms attached to this policy.

All other terms and conditions will remain the same.

COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

POLICY NUMBER: HCP1375-02

RENEWAL OF NUMBER: HCP1375-01

Named Insured And Mailing Address (No., Street, Town or City, County, State, Zip Code)

Dime Fitness LLC
 DBA: Anytime Fitness
 7628 Weehawken Dr
 Zephyrhills, FL 33540

Policy Period: From 11/26/2019 To 11/26/2020, at 12:01 A.M. Standard Time at your mailing address shown above

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		
General Aggregate Limit (Other Than Products-Completed Operations)	\$	<u>\$3,000,000</u>
Products-Completed Operations Aggregate Limit	\$	<u>\$3,000,000</u>
Personal And Advertising Injury Limit	\$	<u>\$1,000,000</u>
Each Occurrence Limit	\$	<u>\$1,000,000</u>
Damage To Premises Rented To You Limit	\$	<u>\$100,000</u> Any One Premises
Medical Expense Limit	\$	<u>\$5,000</u> Any One Person

Retroactive Date (CG 00 02 Only) N/A In New York
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)

Business Description And Location Of Premises
Form Of Business: LLC
Business Description: Fitness Center
Location Of All Premises You Own, Rent Or Occupy: REFER TO "COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS"

Producer Number, Name And Mailing Address
59472 Markel Service Incorporated 4600 Cox Road Glen Allen, VA 23060

Classifications And Premium

Classification	Code No.	Premium Basis	Prem/ Ops	Rate Prod/Comp Ops	Advance Premium Prem/ Ops	Premium Prod/Comp Ops
REFER TO "COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS"						
					Total Advance Premium:	\$1,169

Forms And Endorsements

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

SEE "SCHEDULE OF FORMS AND ENDORSEMENTS"

These Declarations, together with the Common Policy Conditions, Coverage Form(s) and any endorsements, complete the above numbered policy.

Countersigned: _____
DATE

By: _____
AUTHORIZED REPRESENTATIVE

**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOC NO.	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
001-001	Fitness Location 9573 Commercial Way Hernando Weeki Wachee, FL 34613

**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

CLASSIFICATION AND PREMIUM							
LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
001-001	Schools-Faculty Liability for Corporal Punishment of Students Products-completed operations are subject to the General Aggregate Limit TERRITORY: 006 Hired and Non-Owned Auto Liability -FL	47469	If Any Each	11.988	Incl.	Incl.	Incl.
	24/7 Fitness Center Products-completed operations are subject to the General Aggregate Limit TERRITORY: 006	44311 G	125,000 Gross Sales	5.182	Incl.	Incl.	Incl.
	Tanning Beds - Less Than Four Beds Products-completed operations are subject to the General Aggregate Limit TERRITORY: 006	44444 fe	1 Units	Incl.	Incl.	Incl.	Incl.

**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

CLASSIFICATION AND PREMIUM							
LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
	Monument Endorsement	44444 dj				Incl.	
	GL Enhancement Endorsement					Incl.	
	Abuse or Molestation	44444 CN				Incl.	

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 attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

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

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

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

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

However, this exclusion does not apply to liability for damages because of "bodily injury".

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

q. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. 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, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

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

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of 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 web sites 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. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

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

- (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 Paragraph (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.

(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 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, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

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

9. "Insured contract" means:

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

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

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

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

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

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

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

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

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

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

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or 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.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. Paragraph 3. of the Cancellation Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

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. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

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

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): 9573 Commercial Way Weeki Wachee, FL 34613	
Name Of Person(s) Or Organization(s) (Additional Insured): Glen Lakes Station LLC Philips Edison and Company Ltd. c/o AssuredPartners NL 5905 East Galbraith Road Ste 5000 Cincinnati, OH 45236	
Additional Premium:	Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – GRANTOR OF FRANCHISE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Anytime Fitness LLC 111 Weir Dr Woodbury, MN 55125</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

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.

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

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED PRODUCTS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Designated Product(s):

Athletic or exercise equipment when manufactured by you or manufactured by others to your specifications.

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

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of any of "your products" 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.

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.

EXCLUSION OF CERTIFIED ACTS OF 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 exclusion is added:

This insurance does not apply to:

TERRORISM

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

B. The following definitions are added:

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST 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:

Silica Or Silica-Related Dust

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

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORAL PUNISHMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **a.** of paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** – Coverages) is replaced by the following:

This insurance does not apply to:

- a.** "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

- (1)** The use of reasonable force to protect persons or property; or
- (2)** Corporal punishment to your student administered by or at the direction of any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

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;
- 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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (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.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAMPOLINE EXCLUSION

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to any claim, "suit" or cause of action, which arises directly or indirectly from provision, maintenance, supervision or use by any person of a trampoline or any similar device.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WALL CLIMBING EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that this policy does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of participation in Wall Climbing.

All other terms and conditions remain the same.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SWIMMING POOL EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to, nor shall we have any duty to defend or indemnify any loss arising out of the ownership, rental, maintenance, operation, supervision or use by any person of any swimming or wading pool, or related supplies and equipment on the insured's premises.

This exclusion does not apply to wading pools that meet the following criteria:

- a. Depth: not to exceed 18 inches
- b. Size: not to exceed 8 ft. x 8 ft.
- c. Construction: plastic

All other terms and conditions remain the same.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED AND HIRED AUTOMOBILE LIABILITY

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

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the declarations. The words "we", "us" and "our" refer to the company providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Coverage	Limit of Insurance	Premium
Hired Auto Liability Insurance	\$1,000,000	\$44
Non-Owned Auto Liability Insurance	\$1,000,000	\$77

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

A. HIRED AUTO LIABILITY

The insurance provided under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

B. NON-OWNED AUTO LIABILITY

The insurance provided under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

C. HIRED AUTO LIABILITY INSURANCE AND NON-OWNED AUTO LIABILITY INSURANCE EXCLUSIONS

With respect to HIRED AUTO LIABILITY INSURANCE and NON-OWNED AUTO LIABILITY INSURANCE only:

- Subparagraphs b., c., e., g., h., j., k., l., m., n. and o. of paragraph 2., Exclusions, of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) do not apply.
- The following exclusions are added to paragraph 2., Exclusions, of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

This insurance does not apply to:

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

b. "Bodily injury" to:

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

This exclusion applies:

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

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily Injury" to domestic "employees" not entitled to workers compensation benefits.

c. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

D. WHO IS AN INSURED

Section II - WHO IS AN INSURED is deleted with respect to all Coverages provided under this endorsement and replaced by the following:

1. Each of the following is an insured with respect to HIRED AUTO LIABILITY INSURANCE and NON-OWNED AUTO LIABILITY INSURANCE only, to the extent set forth below.
 - a. You.
 - b. Any other person using a "hired auto" with your permission.
 - c. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.
 - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs a., b. or c. above.
2. None of the following is an insured with respect to HIRED AUTO LIABILITY INSURANCE and NON-OWNED AUTO LIABILITY INSURANCE.
 - a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
 - b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
 - d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
 - e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. LIMITS OF INSURANCE

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

LIMITS OF INSURANCE

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

F. CHANGES IN CONDITIONS

For the purposes of this endorsement only, the **Other Insurance** provision of the **Commercial General Liability Conditions** Section is replaced by the following:

OTHER INSURANCE

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

G. DEFINITIONS

1. For the purposes of this endorsement only, the definition of "insured contract" in the DEFINITIONS Section is amended by the addition of the following:

"Insured contract" means:

That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

2. With respect to HIRED AUTO LIABILITY INSURANCE and NON-OWNED AUTO LIABILITY INSURANCE only, the following definitions are added:

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



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSUREDS

This endorsement modifies insurance provided under the following:

NON-OWNED AND HIRED AUTOMOBILE LIABILITY

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

The following is added to WHO IS AN INSURED:

Any "employee" of yours is an insured while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

All other terms and conditions remain the same.



Markel Insurance Company

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HEALTH AND FITNESS CLUBS COMMERCIAL GENERAL LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Extended Property Damage – Expected Or Intended Injury	Included
Non-Owned Watercraft	Increased To 51 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Customers' Goods	\$10,000 Each Occurrence
Damage To Premises Rented To You	Equal To The General Liability Each Occurrence Limit
Property Damage From Elevator Use	Included
Personal And Advertising Injury From Televised Or Videotaped Material	Included
Supplementary Payments	
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Broadened Definition Of Mobile Equipment	Included

A. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY

Exclusion **2.a.** Expected Or Intended Injury under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

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” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion **2.g.** Aircraft, Auto Or Watercraft under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is amended as follows:

1. Paragraph **(2)** is replaced by the following:

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

- (a)** Less than 51 feet long; and
- (b)** Not being used to carry persons or property for a charge;

2. The following is added:

(6) “Bodily injury” or “property damage” arising out of any aircraft not owned by any insured that is rented or loaned to you with a paid crew.

If other insurance applies to a loss because of “property damage” to non-owned watercraft or aircraft as described in Paragraphs **(2)** or **(6)** above, the insurance provided by this Coverage Form does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

C. PROPERTY DAMAGE TO CUSTOMERS’ GOODS

1. The following is added to Exclusion **2.j.** Damage To Property under Section **I – Coverages, Coverage A – Bodily Injury Or Property Damage Liability**:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to “property damage” to “customers’ goods” while on your premises.

2. The following is added to Section **III – Limits Of Insurance**:

Subject to the General Aggregate limit, the most we will pay for “property damage” to “customers’ goods” is the amount shown in the Schedule of this endorsement for each “occurrence”.

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

“Customers’ goods” means tangible personal property belonging to your customers and left with you for storage, service or repair. “Customers’ goods” does not include:

- a.** Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b.** Animals;
- c.** Contraband, or property in the course of illegal transportation or trade;
- d.** Personal property while airborne or waterborne;
- e.** Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;

- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft.

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than “autos”, you hold for sale; or
- (2) Rowboats or canoes out of water at your premises; or

- g. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops; and
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

D. DAMAGE TO PREMISES RENTED TO YOU

The following applies only if Damage To Premises Rented To You is not excluded from the policy to which this endorsement is attached:

- 1. The first paragraph following Paragraph (6) of Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

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. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

- 2. The final paragraph of Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage 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.

- 3. Paragraph 6. under Section III – Limits Of Insurance is replaced by the following:

- 6. Subject to Paragraph 5. above, 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, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner, is equal to the Each Occurrence limit shown in the Declarations.

- 4. Paragraph 4.b.(1)(a)(ii) Other Insurance under Section IV – Commercial General Liability Conditions is replaced by the following:

- (ii) That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- 5. Paragraph a. of Definition 9. “insured contract” is replaced by the following:

- 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, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

E. PROPERTY DAMAGE FROM ELEVATOR USE

- 1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability :

Paragraphs (3), (4) and (6) of this exclusion do not apply if such “property damage” arises out of the use of elevators at premises you own, rent, lease or occupy.

- 2. The insurance provided by Paragraph 1. above is excess over any other valid and collectible insurance which applies to a loss because of “property damage” arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

F. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

1. Exclusions **2.b.** and **2.c.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** are replaced by the following:

b. Material Published With Knowledge Of Falsity

“Personal and advertising injury” arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

“Personal and advertising injury” arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

2. Paragraphs **d.** and **e.** of the definition of “personal and advertising injury” are replaced by the following:

d. Oral, written or professionally produced televised or videotaped 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, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person’s right to privacy;

G. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **1.b.** and **1.d.** under Section **I – Coverages, Supplementary Payments – Coverages A And B** are replaced by the following:

b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. 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 the amount shown in the Schedule of this endorsement because of time off from work;

H. BROADENED DEFINITION OF INSURED

Section **II – Who Is An Insured** is amended as follows:

1. The following is added to Paragraph **2.a.**:

Paragraph **(1)** does not apply to managers at the supervisory level or above.

2. Paragraph **2.** is amended to include the following as insureds:

Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered “occurrence”, claim or “suit”.

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

3. Paragraph **3.a.** is replaced by the following:

a. Coverage for your newly acquired or formed organization shall be:

(1) Effective on the date of acquisition or formation; and

(2) Afforded until the end of the policy period of this Coverage Form.

I. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section **II – Who Is An Insured**:

1. The following are also insureds under this policy, subject to the following provisions:

a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”. However:

- (1) The person or organization is an insured only to the extent you are held liable due to:
 - (a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
 - (i) This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant in any premises leased to or rented to you; and
 - (ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
 - (b) Your ongoing operations for that insured, whether the work is performed by you or for you;
 - (c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (i) This insurance does not apply to any “occurrence” which takes place after the equipment lease expires or you cease to lease that equipment; and
 - (ii) This insurance does not apply to “bodily injury” or “property damage” arising out of the sole negligence of such person or organization;
 - (d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for that state or municipality.
- (2) The insurance with respect to any architect, engineer or surveyor does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services by or for you, including:
 - (a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection or engineering services.
- (3) This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.
- (4) This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services.
- (5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
- (6) A person’s or organization’s status as an insured under this endorsement ends when your operations for that insured are completed.
- (7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.
- (8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to mortgagees, assignees or receivers, or vendors.

b. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance afforded does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

c. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

(1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (h) Any failure to maintain the product in a merchantable condition; or
- (i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container entering into, accompanying or containing such products.

(3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.

(4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable limits of Insurance shown in the Declarations, whichever is less.

The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

J. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section III – Limits Of Insurance:

- 1. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under Coverage A, and for all medical expenses caused by accidents under Coverage C, which can be attributed only to operations at a single designated covered “location” or covered construction project:
 - a. A separate Each Location or Each Project Aggregate limit applies to each covered “location” or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
 - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under Coverage C, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or “suits” brought; or
 - (3) Persons or organizations making claims or bringing “suits”.
 - c. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered “location” or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered “location” or covered project’s general aggregate.
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
- 2. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under Coverage A, and for all medical expenses caused by accidents under Coverage C, which cannot be attributed only to ongoing operations at a covered “location” or covered project:
 - a. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and
 - b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
- 3. When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
- 4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- 5. For the purposes of this section of this endorsement, “location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

K. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV – Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an “occurrence”, offense, claim or “suit” is satisfied if you send us written notice as soon as practicable after any of your “executive officers”, directors, partners, insurance managers or legal representatives become aware of or should have become aware of such “occurrence”, offense, claim or “suit”.

L. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition 6. Representations under Section IV – Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of this Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

M. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an “occurrence” to waive such rights.

N. LIBERALIZATION

The following is added to Section IV – Commercial General Liability Conditions:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

O. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition 3. “bodily injury” is replaced by the following:

3. “Bodily injury” means:

- a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b. Death resulting from bodily injury, sickness or disease.

P. BROADENED DEFINITION OF MOBILE EQUIPMENT

The following is added to Paragraph f.(1) of Definition 12. “mobile equipment”:

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

All other terms and conditions remain unchanged.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTH OR FITNESS CLUBS AND SPAS PROFESSIONAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following changes apply only to the coverage provided by this endorsement.

A. The following is added to Section I – Coverage:

HEALTH OR FITNESS CLUBS AND SPAS PROFESSIONAL LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay all sums that the insured becomes legally obligated to pay as “damages” because of an injury arising out of a “professional incident” of the insured or any other person for whose acts the insured is legally liable, 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” to which this insurance does not apply. We may, at our discretion, investigate any report of a “professional incident” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for such “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.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B And Health Or Fitness Clubs And Spas Professional Liability Coverage.

b. This insurance applies to injury only if:

- (1) The injury is caused by a “professional incident” that takes place in the “coverage territory”;
- (2) The injury 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 a “professional incident” or claim, knew that the injury has occurred, in whole or part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

c. Injury 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 a “professional incident” or claim, includes any continuation, change or resumption of that injury after the end of the policy period.

d. Injury 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 a “professional incident” or claim:

- (1) Reports all, or any part, of the injury to us or any other insurer;
- (2) Receives a written or verbal demand or claim for “damages” because of the injury; or

(3) Becomes aware by any other means that injury 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. Actions Of Unauthorized Employees, Volunteer Workers Or Independent Contractors

Loss of any kind arising out of the acts of any "employee", "volunteer worker" or "independent contractor" unless such person is authorized by you to engage in the "professional services" covered by this policy. We will, however, cover your legal liability in connection with the unauthorized "professional services" if such services are otherwise covered by this endorsement.

b. Americans With Disabilities Act Noncompliance

Any claim arising out of failure to make physical modifications to your premises, or any changes to your usual business operations, as mandated by the Americans With Disabilities Act, including any amendments, or any similar federal, state or local rule, regulation or law.

This exclusion does not apply to any claim for retaliatory treatment by an insured against any person making a claim pursuant to such person's rights under the Americans With Disabilities Act or any federal, state or local rule, regulation or law as set forth above.

c. Contractual Liability

Liability assumed by the insured under any contract or agreement; however, this exclusion does not apply to liability:

- (1) For "damages" that are assumed by the insured in a written contract or agreement and arise out of "professional services" the insured provided subsequent to execution of the contract or agreement, provided that the contractually assumed liability results solely from the negligence of the insured; or
- (2) For liability for "damages" that the insured would have in the absence of the contract or agreement.

d. Discrimination

Discrimination because of age, race, creed, color, sex, disability, national origin, marital status or sexual preference.

e. Dispensing Of Drugs Or Appliances

Liability arising out of the prescribing, utilization, furnishing or dispensing of drugs or medical, dental or nursing supplies or appliances.

f. Employer's Liability

"Bodily injury" to:

- (1) An "employee" or "independent contractor" 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" or "independent contractor" 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 "bodily injury".

g. Employment-Related Practices Liability

Any claim made by:

- (1) A person because 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 or discrimination directed at that person; or
- (2) The spouse, child, parent, brother, sister or any other legal relative or legal guardian of that person as a consequence of any "damages" or injury to that person against whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

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

h. ERISA

Any loss, claim, or obligation based on or arising out of any Securities Act or the Employee Retirement Income Security Act of 1974, as amended, or any similar federal or state law.

i. Failure To Collect Or Pay

Liability arising out of the inability or failure of the insured or others to collect or pay money.

j. Failure To Maintain Insurance

Any claim resulting from the failure to purchase proper insurance or maintain adequate limits of insurance.

k. Fiduciary

Any claim arising out of your activities in a fiduciary capacity including, but not limited to, employee benefit programs.

l. Fines Or Penalties

Fines or non-compensatory penalties, or any exemplary or punitive "damages" awarded in any legal proceeding if the legal proceeding is based in whole or in part upon any "professional service". Exemplary or punitive "damages" are only excluded in jurisdictions where allowable by statute.

m. Fraud

Any dishonest, fraudulent, or criminal act or omission by or at the direction of the insured.

n. Health Or Therapeutic Services

Liability resulting from:

- (1) Laser treatments, except teeth whitening treatments using non-laser LEDs;
- (2) Cosmetic surgery;
- (3) Diet guarantee programs;
- (4) Sports medicine; or
- (5) Any other health or therapeutic service, treatment advice or instruction other than as provided by coverage included in this endorsement.

o. Infringement Of Copyright, Trademark Or Patent

Liability arising out the infringement of any copyright, trademark or patent.

p. Intoxication

Any claim for "damages" caused by any insured listed under Paragraph 1. of Section II – Who Is An Insured while under the influence of intoxicants or narcotics.

q. Invalid License

Liability arising out of the rendering of or failure to render any "professional services" or treatment without a license or certification or when such license is suspended or revoked, if the jurisdiction where the

“professional services” are being provided requires a license or certification to perform the “professional service” or treatment.

r. Loss To Any Insured

Injury sustained by any insured, by your job applicant or by any person who is employed by you (or who has been hired by you) at the time that the covered “professional incident” takes place.

s. Medical Diagnostics Or Testing Services

The performance of medical diagnostic or testing services which involve, or serve as a prerequisite to, examination of bodily fluids or tissues.

t. Molestation, Sexual Misconduct Or Abuse

Liability resulting from any actual, threatened, or alleged molestation, sexual misconduct or abuse of any type. 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 “professional incident” which caused the injury involved the rendering of or failure to render “professional services”.

u. Nutritional Or Dietary Supplements

Recommending, producing, promoting, soliciting, testing, selling or manufacturing vitamins, minerals, herbal supplements, medicinal supplements, nutritional supplements or steroids.

This exclusion does not apply to the recommending, prescribing, administering or consulting on any dietary, health or nutritional supplements by a registered dietician or licensed or certified dietician or nutritionist.

v. Other Activities

Liability resulting from an insured’s acts, errors or omissions as a member of a formal accreditation, standards review or similar professional board or committee.

w. Other Professional Services

Liability arising out of the rendering of or failure to render:

- (1) Any non-medical professional services provided by any employed or contracted attorney, architect, engineer, real estate agent, accountant or real estate or investment manager.
- (2) Professional health care services by any employed or contracted physician, nurse, dentist, orthodontist, radiologist, or psychologist. These professional health care services do not include:
 - (a) Taking physical measurements or blood pressure; or
 - (b) Providing advice on diet or exercise.

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 “professional incident” which caused the injury involved the rendering of or failure to render such professional services other than those covered by this endorsement.

x. Personal Gain

Liability arising out of an insured gaining any personal profit or advantage to which they are not legally entitled.

y. Unrelated Injury

Any claim for “damages” because of injury not resulting from a covered “professional incident”.

z. Violation Of Antitrust Laws

Liability arising out of unfair competition or violation of any antitrust laws.

aa. Violation Of Statute

Injury arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.

This includes liability arising out of the rendering of or failure to render any "professional service" to an individual below the age of consent, but only when parental consent is required but not obtained for the activity in which the "professional services" are performed.

bb. Workers' Compensation

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

B. Supplementary Payments – Coverages A And B under Section I – Coverages is amended to read **Supplementary Payments – Coverages A, B And Health Or Fitness Clubs And Spas Professional Liability.**

C. Section II – Who Is An Insured is amended as follows:

1. Paragraph 2. is replaced by the following:

2. Each of the following is also an insured:

- a. Your "employees", but only for "professional services" performed on your behalf and within the scope of their employment by you or while performing duties related to the conduct of your organization;
- b. Your "volunteer workers", but only while performing "professional services" on your behalf and related to the conduct of your business; and
- c. An "independent contractor", but only while performing "professional services" on your behalf and related to the conduct of your business.

However, none of the above is an insured for:

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

- (a)** To you or to another "employee", "volunteer workers" or "independent contractor" while in the course of his or her employment or while performing duties related to the conduct of your organization;
- (b)** To the spouse, child, parent, brother or sister of any insured 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 **(1)(a)** or **(1)(b)** above; or

(2) "Property damage" to property:

- (a)** Owned, occupied by, or used by; or
- (b)** Rented to, in the care, custody of, or which physical control is being exercised for any purpose by;
you or any of your "employees" or "volunteer workers".

2. The following is added to Paragraph 3.:

Health Or Fitness Clubs And Spas Professional Liability Coverage does not apply to a "professional incident" that occurred before you acquired or formed the organization.

D. Section III – Limits Of Insurance is amended by the following:

1. Paragraph 2. is replaced by the following:

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";
- c. Damages under Coverage **B**; and
- d. "Damages" as defined under Health Or Fitness Clubs And Spas Professional Liability Coverage because of an injury arising out of "professional incidents".

2. The following is added to Paragraph 5.:

Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit shown in the Declarations is the most we will pay for the sum of all "damages" as defined under Health Or Fitness Clubs And Spas Professional Liability Coverage because of all injury arising out of any one "professional incident" or a series of interrelated "professional incidents". This limit is separate from damages for each "occurrence" payable under Coverage A or C.

E. Section IV – Commercial General Liability Conditions is amended as follows:

1. The heading and Paragraph a. of Conditions 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit are replaced by the following:

Duties In The Event Of Professional Incident, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of a "professional incident" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "professional incident" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury arising out of the "professional incident".

2. The following is added to Condition 4. Other Insurance:

Health Or Fitness Clubs And Spas Professional Liability Coverage is excess over any other insurance provided to any insured, whether such insurance is provided on a primary, excess, contingent, or any other basis, unless such insurance is written to be specifically excess of this insurance.

F. The Definitions section is amended as follows:

1. Definition 18. "Suit" is replaced by the following:

"Suit" means a civil proceeding in which "damages" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such "damages" is claimed and to which you submit with our consent.

2. The following definitions are added:

"Damages" means a monetary judgment, award or settlement. "Damages" does not include:

- a. Fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages; or
- b. Emotional distress or mental anguish alleged by anyone other than a client receiving "professional services" from an "employee", "volunteer worker" or "independent contractor".

"Independent contractor" means a natural person who provides "professional services" on your behalf under terms specified in a contract or within a verbal agreement.

"Professional incident" means an actual or alleged negligent act, error or omission in the rendering of or failure to render "professional services" for others by an insured. All related negligent acts, errors, or omissions arising out of the rendering of or failing to render "professional services" to any one person or organization will be deemed to be one "professional incident", and will also be deemed to have taken place at the time of the earliest "professional incident".

"Professional services" means the following services or activities involving training, knowledge and skill in the capacity of your business or profession in accordance with license or certification requirements in the jurisdiction where the services are provided:

- a. Tanning by a tanning unit, indoor tanning product, or spray-on product;
- b. Body wraps;
- c. Cosmetology as performed by a licensed barber or cosmetologist;
- d. Electrolysis, meaning the permanent removal of hair through the use of the modalities of thermolysis, galvanic or blend;

- e. Esthetics;
- f. Manicure or pedicure;
- g. Massage therapy;
- h. Ear piercing;
- i. Fitness instruction;
- j. Swim instruction;
- k. Gymnastic instruction;
- l. Teeth whitening operator;
- m. Dance instruction;
- n. Martial arts instruction;
- o. Coaching;
- p. Physical therapy;
- q. Chiropractor;
- r. Nutritionist;
- s. Dietician; or
- t. Waxing.

All other terms and conditions remain unchanged.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEALTH OR FITNESS CLUBS AND SPAS ABUSE OR MOLESTATION COVERAGE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Abuse Or Molestation Limits Of Insurance	\$100,000	Each Person
	\$300,000	Aggregate

The following changes apply only to the coverage provided by this endorsement:

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

This insurance does not apply to:

Abuse Or Molestation

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or threatened abuse, molestation or exploitation by anyone. This exclusion applies even if the claim against the insured alleges negligence or other wrongdoing in the employment, investigation, supervision, reporting to the proper authorities or failure to so report, training or retention.

- B. The following is added to Section I – Coverages:

ABUSE OR MOLESTATION AND EMPLOYEE, VOLUNTEER WORKER AND INDEPENDENT CONTRACTOR DEFENSE COVERAGE

1. Insuring Agreement

a. Abuse Or Molestation Coverage

(1) We will pay those sums the insured becomes legally obligated to pay as "damages" because of "bodily injury" arising out of abuse, molestation or exploitation to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking such "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. Nor do we have a duty to defend any insured who is alleged to have taken part in the abuse, molestation or exploitation except as provided under Paragraph B.1.b. Employee, Volunteer Worker And Independent Contractor Worker Defense Coverage. We may, at our discretion, investigate and settle any claim or "suit" that may result. But:

(a) The amount we will pay for "damages" is limited as described in Paragraph C. Limits Of Insurance below; and

(b) 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 Abuse or Molestation Coverage.

- (2) This insurance applies to "bodily injury" arising out of abuse, molestation or exploitation only if the abuse, molestation or exploitation:
 - (a) Takes place in the "coverage territory";
 - (b) Results from the insured's negligence in employment, investigation, supervision, reporting to the proper authorities or failure to so report, training or retention;
 - (c) Occurs:
 - (i) Against a person who was involved or participating in a program, service, event or other activity sponsored, organized, operated, managed or otherwise directed by the insured and while in the Named Insured's care, custody, or control; or
 - (ii) Was in the care, custody or control of one of more of the Named Insured's "employees", "volunteer workers" or "independent contractors" with the Named Insured's knowledge and consent; and
 - (d) First occurs during the policy period.
- (3) Abuse, molestation or exploitation which first occurs during the policy period includes any continuation, change or resumption of that abuse, molestation or exploitation after the end of the policy period.
- (4) Multiple acts of abuse, molestation or exploitation of any one person by one or more perpetrators will be deemed to have first occurred at the time of the first act of such abuse, molestation or exploitation and shall be subject to the coverage and limits in effect at the time of the first act of abuse, molestation or exploitation.

b. Employee, Volunteer Worker And Independent Contractor Defense Coverage

We will also pay on your behalf "employee, volunteer worker and independent contractor defense costs" for an "employee", "volunteer worker" or "independent contractor" of the insured who is alleged to be directly involved in a covered act of abuse, molestation or exploitation until such time as that "employee", "volunteer worker" or "independent contractor" is adjudicated to be a wrongdoer or enters a pleas of no-contest or is determined to be legally liable in the civil discovery or investigative process.

Payments of "employee, volunteer worker and independent contractor defense costs" do not reduce the Limits of Insurance.

2. Exclusions

This insurance does not apply to:

a. Fines And Penalties

Any fines, penalties, punitive damages, exemplary damages or aggravated damages.

b. Participating Insured

Any insured who takes part in the abuse, molestation or exploitation.

However, this exclusion does not apply to an "employee", "volunteer worker" or "independent contractor" of the insured for coverage provided under Paragraph **B.1.b.** Employee, Volunteer Worker And Independent Contractor Defense Coverage.

c. Passive Insured

Any insured who remains passive upon gaining knowledge of any actual, alleged or threatened abuse, molestation or exploitation.

C. WHO IS AN INSURED

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

2. Each of the following is also an insured:

- a. Your "employees", but only for liability arising within the scope of their employment duties related to the conduct of your business;

- b. Your “volunteer workers”, but only for liability arising within the scope of their volunteer duties related to the conduct of your business; and
- c. “Independent contractors”, but only while performing “professional services” on your behalf and related to the conduct of your business.

However, none of the above is an insured for “bodily injury” or “personal and advertising injury”:

- (1) To you or another “employee”, “volunteer worker” or “independent contractor” arising out of and in the course of:
 - (a) Employment by or services provided to an insured; or
 - (b) Performing duties related to the conduct of the insured’s organization;
- (2) To the spouse, child, parent, brother or sister of any insured as a consequence of Paragraph (1) above;
- (3) For any obligation to share “damages” with or repay someone else who must pay “damages” because of the injury described in (1) or (2) above; or
- (4) Arising out of his or her providing professional health care services.

D. Section III – Limits Of Insurance is replaced by the following:

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay under Abuse Or Molestation Coverage, 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 Aggregate limit shown in the Schedule of this endorsement is the most we will pay under Paragraph B.1.a. Abuse or Molestation Coverage for the sum of all “damages”.
- 3. Subject to Paragraph 2. above, the Each Person limit shown in the Schedule of this endorsement is the most we will pay for the sum of all “damages” because of "bodily injury" arising out of abuse, molestation or exploitation committed upon any one person, regardless of the number acts of abuse, molestation or exploitation committed, the period of time over which such acts occur, or the number of perpetrators taking part in the abuse, molestation or exploitation.
- 4. The coverage provided by this endorsement does not provide any duplication or overlap of any other coverage provided elsewhere in this policy. No coverage is provided for abuse, molestation or exploitation under this policy except as provided in this endorsement.
- 5. The Limits of Insurance provided by this endorsement are in addition to, not part of, the Limits of Insurance provided by the Commercial General Liability Coverage Form.

The Limits of Insurance shown in the Schedule of this endorsement 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 of the Commercial General Liability Coverage Form, 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.

E. Section IV – Commercial General Liability Conditions is amended as follows:

- 1. The heading and Paragraph a. of Condition 2. is replaced by the following:
 - 2. **Duties In The Event Of Abuse, Molestation, Exploitation, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an act or allegation of abuse, molestation or exploitation which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the abuse, molestation or exploitation 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 abuse, molestation or exploitation.

2. The following is added to Paragraph **b. Excess Insurance of Condition 4. Other Insurance**:

The insurance provided by this endorsement is excess over any other insurance provided to any insured, whether such other insurance is provided on a primary, excess, contingent, or any other basis, unless such other insurance is written to be specifically excess of this insurance.

3. The following Condition is added:

Multiple Coverage Forms Or Policies Issued By Us

When two or more Coverage Forms or policies issued by us or any other Markel Corporation owned or operated insurance company apply to the same claim, “suit” or loss, the maximum limit of our liability under all such Coverage Forms or policies combined shall not exceed the highest applicable limit of liability under any one Coverage Form or policy among them.

F. Section **V – Definitions** is amended as follows:

1. Definition **3. “bodily injury”** is replaced by the following:

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

2. The following definitions are added:

“Damages” means a monetary judgment, award or settlement. “Damages” does not include:

- a. "Employee, volunteer worker and independent contractor defense costs";
- b. Fines, sanctions, penalties, punitive or exemplary damages, or the multiple portions of any damages; or
- c. Mental anguish alleged by anyone other than a client receiving "professional services" from an "employee", "volunteer worker" or "independent contractor".

"Employee, volunteer worker and independent contractor defense costs" means costs to defend any "employee", "volunteer worker" or "independent contractor" in a claim or "suit" seeking damages because of "bodily injury" arising out of abuse, molestation or exploitation.

“Independent contractor” means a natural person who provides “professional services” on your behalf under terms specified in a contract or within a verbal agreement with you.

“Professional services” means the following services or activities involving training, knowledge and skill in the capacity of your business or profession in accordance with license or certification requirements in the jurisdiction where the services are provided:

- a. Tanning by a tanning unit, indoor tanning product, or spray-on product;
- b. Body wraps;
- c. Cosmetology as performed by a licensed barber or cosmetologist;
- d. Electrolysis, meaning the permanent removal of hair through the use of the modalities of thermolysis, galvanic or blend;
- e. Esthetics;
- f. Manicure or pedicure;
- g. Massage therapy;
- h. Ear piercing;
- i. Fitness instruction;
- j. Swim instruction;
- k. Gymnastic instruction;
- l. Teeth whitening operator;
- m. Dance instruction;

- n. Martial arts instruction;
- o. Coaching;
- p. Physical therapy;
- q. Chiropractor;
- r. Nutritionist;
- s. Dietician; or
- t. Waxing.

All other terms and conditions remain unchanged.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MARTIAL ARTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added:

This insurance does not apply to:

Martial Arts

Martial arts activities, including but not limited to aikido, karate, kung fu, kenpo, judo, jiu jitsu, taekwondo, mixed martial arts, the sales of martial arts equipment or the teaching or demonstration of martial arts weapons.

All other terms and conditions remain unchanged.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SEXUALLY TRANSMITTED DISEASE

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

Sexually Transmitted Disease

Any claim, "suit", or cause of action arising from instances, "occurrences" or allegations involving sexually transmitted diseases, including Acquired Immune Deficiency Syndrome (AIDS).

This exclusion applies even if the claim, "suit" or cause of action against the insured alleges negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a sexually transmitted disease;
- (2) Testing for a sexually transmitted disease;
- (3) Failure to prevent the spread of the sexually transmitted disease; or
- (4) Failure to report the sexually transmitted disease to the proper authorities.

All other terms and conditions remain unchanged.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RING OR CAGE SPORTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to:

Ring Or Cage Sports

“Bodily injury” arising out of participation in ring or cage sports. Ring or cage sports includes, but is not limited to, conventional boxing, full contact or no-holds-barred fighting/confrontations, sparring and practicing or preparing for such activities.

All other terms and conditions remain unchanged.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PARKOUR AND RELATED ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to:

Parkour And Related Activities

"Bodily injury" or "property damage" arising out of parkour, urban gymnastics, freestyle gymnastics, freestyle acrobatics and similar activities, including but not limited to, wall runs, wall flips or wall spins wherever located.

All other terms and conditions remain unchanged.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TANNING DEVICE LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following exclusions are added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

Tanning Activities

“Bodily injury” or “personal and advertising injury” for which any insured may be held liable due to:

1. “Health hazards” arising out of the manufacturing, sales, rental, ownership, maintenance or use of any “tanning device”;
2. The failure to wear or to provide protective eye wear; or
3. Overexposure due to the regulation or manipulation of the “tanning devices” timing controls by the customer or guest.

Medical Monitoring

The medical monitoring of any person for the purpose of ascertaining the development of further “bodily injury” arising out of the manufacturing, sales, rental, ownership, maintenance or use of any “tanning device”.

- B.** The following definitions are added to the Definitions Section:

“Health hazards” means ultraviolet exposure resulting in, but not limited to the following:

1. Diseases such as cancer or precancerous conditions;
2. Eye damage;
3. Immunosuppression;
4. Poisoning;
5. Premature skin aging; and
6. Skin aging.

“Tanning device” is a device, including its accompanying equipment, which emits ultraviolet radiation to produce change in pigmentation of human skin. “Tanning device” includes, but is not limited to, tanning beds, tanning booths, facial tanning units, sunlamps and overhead lamp systems.

All other terms and conditions remain unchanged.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to:

Unmanned Aircraft

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

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

This exclusion does not serve to create coverage for "bodily injury" or "property damage" that is otherwise excluded under this Coverage Form.

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

This insurance does not apply to:

Unmanned Aircraft

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

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

This exclusion does not apply to:

- (1) The use of another's advertising idea in your "advertisement"; or
- (2) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- C.** The following is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

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

All other terms and conditions remain unchanged.



Markel Insurance Company

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

CONFIRMATION OF EXCLUSION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:	\$12
Federal Share Of Terrorism Losses:	85% In 2015
	84% In 2016
	83% In 2017
	82% In 2018
	81% In 2019
	80% In 2020

Disclosure Of Premium

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer. At that time we advised you that the premium for such terrorism coverage would be the amount shown in the Schedule of this notice.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If you have not indicated to us or your agent that certified acts of terrorism coverage is desired, a certified act of terrorism exclusion will be attached to your policy and we will not charge your policy for terrorism coverage.

If you desire to purchase terrorism coverage, please contact us or your agent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE PART
GARAGE COVERAGE PART

A. Applicable to Commercial General Liability Coverage Form:

This insurance does not apply to, nor shall we have any duty to defend:

1. any loss arising out of "bodily injury", "property damage", or "personal and advertising injury" arising out of or caused by lead, paint containing lead, or any other material or substance containing lead;
2. any legal obligation of any "insured" for indemnification or contribution due to damages arising out of "bodily injury", "property damage" or "personal and advertising injury" arising out of or caused by lead, paint containing lead, or any other material or substance containing lead;

B. Applicable to Garage Coverage Form:

This insurance does not apply to, nor shall we have any duty to defend:

1. any loss arising out of "bodily injury" or "property damage" arising out of or caused by lead, paint containing lead, or any other material or substance containing lead;
2. any legal obligation of any "insured" for indemnification or contribution due to damages arising out of "bodily injury" or "property damage" arising out of or caused by lead, paint containing lead, or any other material or substance containing lead;

C. Applicable to Farm Liability Coverage Form:

This insurance does not apply to, nor shall we have any duty to defend:

1. any loss arising out of "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of or caused by lead, paint containing lead, or any other material or substance containing lead;
2. any legal obligation of any "insured" for indemnification or contribution due to damages arising out of "bodily injury", "property damage" or "personal injury" arising out of or caused by lead, paint containing lead, or any other material or substance containing lead;

D. The following is also added to A., B., and C., above and is also excluded:

Any loss, cost, expense or damages arising out of any:

1. request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat, or neutralize lead, paint containing lead, or any other material or substance containing lead, or in any way respond to, or assess the effects of lead; or
2. claim or "suit" relating to, testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing lead, paint containing lead, or any other material or substance containing lead, or in any way responding to, or assessing the effects of lead.

The addition of this endorsement does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.

This exclusion applies despite any legal form a claim may take. For instance, there is no coverage for a claim alleging that any insured was negligent or in breach of contract by maintaining premises where the insured knew, or should have known, lead exposure existed.

All other terms and conditions remain the same.

ATTACHED TO AND FORMING PART OF
POLICY NUMBER: HCP1375-02

COMMERCIAL GENERAL LIABILITY
FARM LIABILITY
GARAGE

MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE POLICIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE PART
GARAGE COVERAGE PART

If this policy and any other liability policy issued to you by the MARKEL INSURANCE COMPANY apply to the same occurrence, the maximum limit of our liability under all such policies combined shall not exceed the highest applicable limit of liability under any one policy among them.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE PART
GARAGE COVERAGE PART

This insurance does not apply to, nor shall we have any duty to defend or indemnify any loss arising out of:

1. "bodily injury", "property damage", "personal injury" and "personal and advertising injury" arising in whole or in part, either directly or indirectly out of asbestos.
2. Any legal obligation of any insured for indemnification or contribution due to damages arising out of "bodily injury", "property damage", "advertising injury" and "personal and advertising injury" arising out of or caused by asbestos or any material or substance containing asbestos.
3. Any loss, cost, expense or damages arising out of any claim or "suit" relating to testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing asbestos, or any material or substance containing asbestos or in any way responding to, or assessing the effects of asbestos.

The addition of this endorsement does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for asbestos related injury, damage, expense, cost, loss, liability or legal obligation.

This exclusion applies despite any legal form a claim may take. For instance, there is no coverage for a claim alleging that any insured was negligent or in breach of contract by maintaining premises where the insured knew, or should have known, asbestos exposure existed.

For the purpose of this endorsement asbestos includes:

- a. Airborne as a fiber, particle or dust;
- b. Contained in a product;
- c. Carried or transmitted on clothing or by any other means;
- d. Inhaled or ingested; or
- e. Contained in or a part of:
 - (1) any building;
 - (2) any building material;
 - (3) any insulation product; or
 - (4) any component part of any building, building material or insulation product.

All other terms and conditions remain the same.



Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA EXCLUSION – FUNGI OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
AUTO DEALERS COVERAGE FORM
GARAGE COVERAGE FORM
FARM LIABILITY COVERAGE FORM

A. The following is added to the Exclusions Section:

Fungi Or Bacteria

1. This insurance does not apply to:

- a. "Bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" 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 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. Costs and expenses to investigate or defend any claim or "suit" or payment of any fine or penalty for the exclusions in Paragraphs a. or b. above.

2. This exclusion applies:

- a. Regardless of whether such is included within the "products-completed operations hazard".
- b. To any obligations to share damages with or repay someone else who must pay damages; and
- c. To any "fungi" existing, emanating from or moving anywhere indoors or outdoors.

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 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.

All other terms and conditions unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

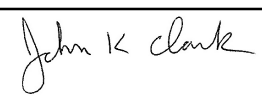
PRODUCER Markel Service Incorporated 4600 Cox Road Glen Allen, VA 23060	CONTACT NAME: Ruth Carter PHONE (A/C. No. Ext): 678-290-2203 E-MAIL ADDRESS: rcarter@MarkelCorp.com	FAX (A/C. No): 678-290-2200
	INSURER(S) AFFORDING COVERAGE	
INSURED Dime Fitness LLC DBA: Anytime Fitness 7628 Weehawken Dr Zephyrhills, FL 33540	INSURER A: Markel Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse Limit (100,000/300,000) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		HCP1375-02	11/26/19	11/26/20	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			HCP1375-02	11/26/19	11/26/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Loc 1: 9573 Commercial Way, Weeki Wachee, FL 34613

CERTIFICATE HOLDER Anytime Fitness LLC 111 Weir Dr Woodbury, MN 55125	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/19

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PRODUCER Markel Service Incorporated 4600 Cox Road Glen Allen, VA 23060	CONTACT NAME: Ruth Carter PHONE (A/C. No. Ext): 678-290-2203 E-MAIL ADDRESS: rcarter@MarkelCorp.com	FAX (A/C. No): 678-290-2200
	INSURER(S) AFFORDING COVERAGE	
INSURED Dime Fitness LLC DBA: Anytime Fitness 7628 Weehawken Dr Zephyrhills, FL 33540	INSURER A: Markel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 38970

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Abuse Limit (100,000/300,000) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HCP1375-02	11/26/19	11/26/20	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			HCP1375-02	11/26/19	11/26/20	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Loc 1: 9573 Commercial Way, Weeki Wachee, FL 34613

CERTIFICATE HOLDER**CANCELLATION**

Glen Lakes Station LLC Philips Edison and Company Ltd. c/o AssuredPartners NL 5905 East Galbraith Road Ste 5000 Cincinnati, OH 45236	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John K Clark</i>
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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/18/19

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Markel Service Incorporated		PHONE (A/C, No, Ext):	COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970
FAX (A/C, No):	E-MAIL ADDRESS:		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
CODE:	SUB CODE:		POLICY TYPE		
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER HCP1375-02	
NAMED INSURED AND ADDRESS Dime Fitness LLC		EFFECTIVE DATE 11/26/19	EXPIRATION DATE 11/26/20	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTYLOCATION / DESCRIPTION
Loc 1: 9573 Commercial Way, Weeki Wachee, FL 34613

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

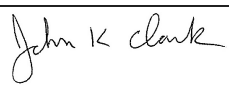
COVERAGE INFORMATION PERILS INSURED BASIC BROAD SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$				DED:
	YES	NO	N/A	
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
IS DOMESTIC TERRORISM EXCLUDED?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CONTRACT OF SALE <input checked="" type="checkbox"/>	LENDER'S LOSS PAYABLE <input type="checkbox"/>	LOSS PAYEE <input type="checkbox"/>	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE			
NAME AND ADDRESS Western Equipment Finance Inc. and its assigns 654 Amherst Road Sunderland, MA 01375			AUTHORIZED REPRESENTATIVE 

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ACORD 28 (2016/03)

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IS DOMESTIC TERRORISM EXCLUDED?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:
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STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-71

(Emergency Management - COVID-19 – Alcohol Sales, Restaurants, and Gyms)

WHEREAS, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures, such as avoiding gatherings of more than 10 people, and in states with evidence of community spread, bars, restaurants, food courts, gyms and other indoor and outdoor venues where groups of people congregate should be closed; and

WHEREAS, the State Surgeon General has advised me that gyms and fitness centers are establishments that attract gatherings of more than 10 people and are more susceptible for spreading COVID-19; and

WHEREAS, on March 17, 2020, I issued Executive Order 20-68 restricting bars, pubs, and nightclubs from selling alcohol and ordered every restaurant to limit its occupancy to 50% of its current building occupancy and abide by the CDC’s “social distancing” guidelines; and

WHEREAS, restaurants are increasing sales of orders for take-out and delivery for customers in order to meet demand while adhering to Executive Order 20-68; and

WHEREAS, I am committed to supporting retailers, restaurants and their employees as they pursue creative business practices that safely serve consumers during this temporary period of social distancing; and

WHEREAS, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Alcohol Sales

A. I hereby order all vendors licensed to sell alcoholic beverages for consumption on the premises to suspend the sale of alcoholic beverages by the drink or in sealed containers for consumption on the premises. Such vendors may continue to sell alcoholic beverages in sealed containers for consumption off-premises.

B. The restriction in section 561.20(2)(a)4., Florida Statutes, prohibiting a specially licensed food service establishment from selling package sales of alcohol for delivery, take-out or consumption off-premises is suspended for restaurants complying with Executive Order 20-68, through the expiration of the state of emergency declared in Executive Order 20-52, including any extensions, so long as the following conditions are met:

1) Any sale of an alcoholic beverage in a sealed container for consumption off-premises is accompanied by the sale of food within the same order; and

2) Any delivery of an alcoholic beverage complies with section 561.57, Florida Statutes.

C. The provisions of section 561.42, Florida Statutes, and Rules 61A-1.010, 61A-1.0107, 61A-1.0108, Florida Administrative Code, are suspended for the limited purpose of allowing licensed vendors of alcoholic beverages to request the return of undamaged alcoholic beverages purchased for events cancelled in response to COVID-19, so long as:

1) The requests are made within 30 days of the expiration of the state of emergency declared in Executive Order 20-52, including any extensions.

2) Vendors shall make and keep records of all events cancelled in response to COVID-19 that comply with section 561.55, Florida Statutes, and Rule 61A-1.01028(2), Florida Administrative code, and also include:

- a. the event name;
- b. the date the event was to be held;
- c. the date the event was cancelled;
- d. the location of the event or gathering that was cancelled; and
- e. the product returned to a distributor as a result of the cancellation of the event.

3) Licensed distributors shall make and keep records of all returns that comply with the record keeping requirements of section 561.55, Florida Statutes, and Rule 61A-1.01028(2), Florida Administrative code, and also include:

- a. the request from the licensed vendors;
- b. the date the request was made;
- c. the identity of the licensed vendor making the request, including the

licensed vendor's business name and address;

- d. the license number of the licensed vendor making the request;
- e. the product returned; and
- f. whether the vendor received cash or credit.

4) Vendors receive cash or a credit against outstanding indebtedness within sixty days from the date the distributor picks up the products.

5) The returned products were not initially purchased, sold, or otherwise obtained with either the privilege of return, or in any other manner that would be considered a violation of Florida's Beverage Law.

D. This Section does not prohibit retail stores and vendors that currently sell sealed containers of alcoholic beverages for off-premises consumption from continuing such sales for off premises consumption.

E. This Section amends and supersedes Executive Order 20-68, Section 1.

Section 2. Restaurants and Bars

I hereby order all restaurants and food establishments licensed under Chapters 500 and 509, Florida Statutes, within the State of Florida to suspend on-premises food consumption for customers. Notwithstanding the foregoing, such establishments may operate their kitchens for the purpose of providing delivery or take-out services. Employees, janitorial personnel, contractors and delivery personnel shall be allowed access to such establishments for the purposes of delivery or take-out services. This Section amends and supersedes Executive Order 20-68, Sections 3(A)-(B).

Section 3. Gyms and Fitness Centers

I hereby order the closure of gymnasiums and fitness centers within the State of Florida.

This order shall not apply to gymnasiums and fitness centers which are: (i) amenities of hotels which have a capacity of 10 persons or less, (ii) are an amenity of a residential building, (iii) are interior to any fire or police stations or (iv) are located inside any single-occupant office building.

Section 4. Enforcement and Implementation

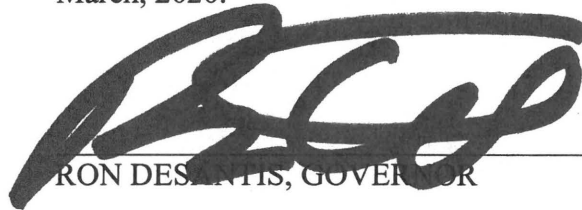
A. The Department of Business and Professional Regulation shall utilize its authorities under Florida law to further implement and enforce the provisions of this Executive Order and shall take additional measures as necessary to protect the public health, safety and welfare.

B. Pursuant to section 252.36(6), Florida Statutes, all state and local law enforcement shall further implement and enforce the provisions of this Executive Order.

Section 5. This Executive Order shall expire upon the expiration of Executive Order 20-52, including any extensions.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 20th day of March, 2020.





RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2020 MAR 20 PM 1:22
TALLAHASSEE, FLORIDA



May 19, 2020

VIA EMAIL, FIRST CLASS & CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Francisco R. Menendez, Esq.
Christopher Ligori & Associates
117 S. Willow Ave.
Tampa, FL 33606

Email: Fmenendez@ligorilaw.com

COVERAGE DISCLAIMER

RE:	Insured:	Dime Fitness LLC Dba: Anytime Fitness
	Issuing Company:	Markel Insurance Company
	Claim Number:	CHCP1375V0386
	Policy Number:	HCP1375-02
	Policy Period:	November 26, 2019 to November 26, 2020
	Date of Loss:	March 20, 2020
	Location(s) of Loss:	9573 Commercial Way Weeki Wachee, FL 34613

Dear Mr. Menendez,

Markel Service, Incorporated, as the claim service manager for Markel Insurance Company (MIC) acknowledges receipt of the above-captioned claim relating to an order issued by the State of Florida, Office of the Governor ordering the closure of gymnasium and fitness centers within the State of Florida in order to mitigate the spread of the COVID-19 virus. The order was issued March 20, 2020, effective March 20, 2020. More specifically, you have filed a claim on behalf of Dime Fitness LLC Dba: Anytime Fitness for loss of business income, including loss of net income caused by action of Civil Authority that prohibits access to the described premises. Notice was reported to MIC on or about May 18, 2020.

For the reasons stated below, MIC disclaims coverage for this loss at this time. The above-referenced policy contains the following pertinent language:

CP 00 10 06 07, Building and Personal Property Coverage Form, states in relevant part:

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

B. Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

MCP 1217 09 14, Health Clubs Commercial Property Elite Enhancement, states in relevant part:

Markel - Claims

Arizona · California · Illinois · Nebraska · New Jersey · New York · Virginia · Wisconsin

P.O. Box 2009, Glen Allen, VA 23058-2009 (800) 362-7535 Fax (855) 662-7535 markelclaims@markelcorp.com

California License: Markel West Insurance Services #OD95581

www.markelcorp.com

EXHIBIT "C"

F. The following *Additional Coverages* are added:

Business Income And Extra Expense

(1) *Coverage*

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises that are described in the Declarations of the policy to which this endorsement is attached. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1,000 feet of such premises.

(3) *Extra Expense*

Extra Expense means the necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

(a) Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.

(b) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under the Coverage Form.

(4) *Covered Causes Of Loss*

See applicable Causes of Loss form as shown in the Declarations.

(6) *Additional Coverages*

(a) *Civil Authority*

In this Additional Coverage, Civil Authority, the described premises are premises to which this endorsement applies.

When a Covered Cause of Loss causes damage to property other than property at the described incur caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

(i) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

(ii) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or action is taken to enable civil authority to have unimpeded access to the damaged property.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

- 1. Excluded in Section B., Exclusions; or*
- 2. Limited in Section Limitations; that follow*

CP 01 40 07 06, Exclusion of Loss Due to Virus or Bacteria, states in relevant part:

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY**

- A.** *The exclusion set forth in Paragraph B. applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.*
- B.** *We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.*

CONCLUSION

Based on the information provided and a review of the policy language, there is no coverage available to you for this loss. There is no direct physical loss of or damage to covered property at the premises described in the Declarations. The Civil Authority order was not the result of direct physical loss of or damage to property other than property at the described premises.

In addition, a Covered Cause of Loss did not cause or result in any direct physical loss of or damage to Covered Property. COVID-19 is not a Covered Cause of Loss. COVID-19 is a virus, and the virus exclusion in the Exclusion for Loss Due to Virus or Bacteria (CP 01 40 07 06) excludes "loss or damage caused by or resulting from any virus ... that induces or is capable of inducing physical distress, illness or disease." As a result, your claim is excluded.

Moreover, the Additional Coverage - Civil Authority does not apply because the information provided does not establish that the actual loss of Business Income you sustain and necessary Extra Expense you incur were caused by an action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, and the action of civil authority is taken in response to dangerous physical conditions resulting from the damage to property other than at the described premises caused by or resulting from a Covered Cause of Loss. As noted, COVID-19 is a virus, which is specifically excluded as a Covered Cause of Loss. In addition, the information provided does not establish that there is any direct physical loss of or damage to property other than property at the described premises. Rather, the civil authority order in your area was a proactive measure to mitigate the spread of COVID-19. As a result, there is no Civil Authority coverage and no payment can be made for any claimed loss of Business Income that you sustain as a result of the action of civil authority.

We reserve our right to assert other and different grounds for disclaiming coverage and expressly do not waive any ground not set forth herein should facts develop which indicate additional grounds for disclaiming.

This letter quotes the policy in part. However, please refer to the policy for the complete language of the policy. The language cited herein is not meant to change, supplement, add or subtract from the policy terms. The language in the policy itself is controlling.

If for any reason you believe that the factual information relied upon by MIC in this letter is incorrect, or if you possess any additional information which you believe impacts the coverage position taken herein, please immediately contact the undersigned at 804-217-8824 or Jennifer.Creighton@Markel.com. Should you have any questions regarding our position, I would be happy to discuss them with you at your convenience.

Please reference MIC Claim Number CHCP1375V0386 on all future correspondence.

Very truly yours,

MARKEL SERVICE, INCORPORATED



Jennifer Creighton, SCLA, AIC
Senior Claims Examiner

Markel - Claims
Glen Allen, Virginia
Toll-Free: (800) 362-7535, ext. 118824

Cc: Dime Fitness LLC DbA: Anytime Fitness
9573 Commercial Way
Weeki Wachee, FL 34613



Circular

FORMS - FILED

JULY 6, 2006

FROM: LARRY PODOSHEN, SENIOR ANALYST

COMMERCIAL PROPERTY

LI-CF-2006-175

NEW ENDORSEMENTS FILED TO ADDRESS EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This circular announces the submission of forms filings to address exclusion of loss due to disease-causing agents such as viruses and bacteria.

BACKGROUND

Commercial Property policies currently contain a pollution exclusion that encompasses contamination (in fact, uses the term *contaminant* in addition to other terminology). Although the pollution exclusion addresses contamination broadly, viral and bacterial contamination are specific types that appear to warrant particular attention at this point in time.

ISO ACTION

We have submitted forms filing CF-2006-OVBEP in all ISO jurisdictions and recommended the filing to the independent bureaus in other jurisdictions. This filing introduces new endorsement CP 01 40 07 06 - Exclusion Of Loss Due To Virus Or Bacteria, which states that there is **no coverage for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.**

Note: In Alaska, District of Columbia, Louisiana*, New York and Puerto Rico, we have submitted a different version of this filing, containing new endorsement CP 01 75 07 06 in place of CP 01 40. The difference relates to lack of implementation of the mold exclusion that was implemented in other jurisdictions under a previous multistate filing.

Both versions of CF-2006-OVBEP are attached to this circular.

* In Louisiana, the filing was submitted as a recommendation to the Property Insurance Association of Louisiana (PIAL), the independent bureau with jurisdiction for submission of property filings.

PROPOSED EFFECTIVE DATE

Filing CF-2006-OVBEP was submitted with a proposed effective date of January 1, 2007, in accordance with the applicable effective date rule of application in each state, with the exception of various states for which the insurer establishes its own effective date.

Upon approval, we will announce the actual effective date and state-specific rule of effective date application for each state.

RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

- A new form is being introduced.
-

CAUTION

This filing has not yet been approved. If you print your own forms, do not go beyond the proof stage until we announce approval in a subsequent circular.

RELATED RULES REVISION

We are announcing in a separate circular the filing of a corresponding rules revision. Please refer to the **Reference(s)** block for identification of that circular.

REFERENCE(S)

LI-CF-2006-176 (7/6/06) - New Additional Rule Filed To Address Exclusion Of Loss Due To Virus Or Bacteria

ATTACHMENT(S)

- Multistate Forms Filing CF-2006-OVBEF
- State-specific version of Forms Filing CF-2006-OVBEF (Alaska, District of Columbia, Louisiana, New York, Puerto Rico)

We are sending these attachments only to recipients who asked to be put on the mailing list for attachments. If you need the attachments for this circular, contact your company's circular coordinator.

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Amendatory Endorsement - Exclusion Of Loss Due To Virus Or Bacteria

About This Filing

This filing addresses exclusion of loss due to disease-causing agents such as viruses and bacteria.

New Form

We are introducing:

- ◆ Endorsement CP 01 40 07 06 - Exclusion Of Loss Due To Virus Or Bacteria

Related Filing(s)

Rules Filing CF-2006- OVBBER

Introduction

The current pollution exclusion in property policies encompasses contamination (in fact, uses the term *contaminant* in addition to other terminology). Although the pollution exclusion addresses contamination broadly, viral and bacterial contamination are specific types that appear to warrant particular attention at this point in time.

An example of bacterial contamination of a product is the growth of listeria bacteria in milk. In this example, bacteria develop and multiply due in part to inherent qualities in the property itself. Some other examples of viral and bacterial contaminants are rotavirus, SARS, influenza (such as avian flu), legionella and anthrax. The universe of disease-causing organisms is always in evolution.

Disease-causing agents may render a product impure (change its quality or substance), or enable the spread of disease by their presence on interior building surfaces or the surfaces of personal property. When disease-causing viral or bacterial contamination occurs, potential claims involve the cost of replacement of property (for example, the milk), cost of decontamination (for example, interior building surfaces), and business interruption (time element) losses.

Current Concerns

Although building and personal property could arguably become contaminated (often temporarily) by such viruses and bacteria, the nature of the property itself would have a bearing on whether there is actual property damage. An allegation of property damage may be a point of disagreement in a particular case. In addition, pollution exclusions are at times narrowly applied by certain courts. In recent years, ISO has filed exclusions to address specific exposures relating to contaminating or harmful substances. Examples are the mold exclusion in property and liability policies and the liability exclusion addressing silica dust. Such exclusions enable elaboration of the specific exposure and thereby can reduce the likelihood of claim disputes and litigation.

While property policies have not been a source of recovery for losses involving contamination by disease-causing agents, the specter of pandemic or hitherto unorthodox transmission of infectious material raises the concern that insurers employing such policies may face claims in which there are efforts to expand coverage and to create sources of recovery for such losses, contrary to policy intent.

In light of these concerns, we are presenting an exclusion relating to contamination by disease-causing viruses or bacteria or other disease-causing microorganisms.

Features Of New Amendatory Endorsement

The amendatory endorsement presented in this filing states that there is **no coverage for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.** The exclusion (which is set forth in Paragraph B of the endorsement) applies to property damage, time element and all other coverages; introductory Paragraph A prominently makes that point. Paragraphs C and D serve to avoid overlap with other exclusions, and Paragraph E emphasizes that other policy exclusions may still apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
- However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 2. Additional Coverage - Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY**

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
However, this exclusion does not apply to loss or damage caused by or resulting from fungus. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supercedes any exclusion relating to "pollutants".
- D.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

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