

THIS NOTICE IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT, AS AMENDED. THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THIS POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

## NOTICE – REJECTION OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM

### Schedule

#### REJECTION STATEMENT

You have rejected the offer of terrorism coverage. You understand that an **exclusion** for certain terrorism losses will be made part of your policy.

#### Disclosure of Premium:

Total Terrorism Premium	\$ N/A
Fire Following Premium	\$ N/A
Other than Fire Following Premium	\$ N/A

You have rejected coverage for “acts of terrorism,” as defined in Section 102(1) of the Terrorism Risk Insurance Act (“Act”) and an exclusion will be included in your policy. You are hereby notified that under the Act, as amended in 2015, the definition of “act of terrorism” is:

Any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States’ government by coercion.

#### **Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:**

In your state, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism. Coverage for such fire losses will be provided in your policy. The additional premium just for such fire coverage is described as Fire Following Premium in the Schedule above.

#### **Disclosure of Federal Participation in Payment of Terrorism Losses**

The United States government through the Department of the Treasury may pay a share of terrorism losses insured under the federal program under a formula set forth in the Act. Under this formula, the United States government generally reimburses the following percentage of covered terrorism loss which exceeds the statutorily established deductible paid by the insurance company providing the coverage: 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020.

#### **Cap on Insurer Participation in Payment of Terrorism Losses**

The Act contains a \$100 billion cap that limits the reimbursement by the United States government as well as insurers’ liability for losses resulting from certified acts of terrorism. If the aggregate of 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 Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. 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.

THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### Schedule

<b>Disclosure of Premium:</b>	
Total Terrorism Premium	\$ 133
Fire Following Premium	\$ 0
Other than Fire Following Premium	\$ 133

### Disclosure of Terrorism Coverage Available

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism" defined in Section 102(1) of the Act as follows:

Any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

The premium charged for this coverage is provided in the Schedule above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully.**

### Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:

In your state, a terrorism exclusion makes an exception for (and therefore provides coverage for) fire losses resulting from an act of terrorism. If you reject the offer of terrorism coverage, therefore, that rejection does not apply to fire losses resulting from an act of terrorism. Coverage for such fire losses will be provided in your policy. The additional premium just for such fire coverage is shown in the Schedule above.

### Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government through the Department of the Treasury may pay a share of terrorism losses insured under the federal program under a formula set forth in the Act. Under this formula, the United States government generally reimburses the following percentage of covered terrorism loss which exceeds the statutorily established deductible paid by the insurance company providing the coverage: 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020.

**Cap on Insurer Participation in Payment of Terrorism Losses**

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**Rejection of Terrorism Insurance Coverage**

- ☐ I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

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Applicant/Policyholder Signature

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Print Name

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Date

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Citizens Insurance Company Of America  
Insurance Company

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ZBX 9601320 05

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Quote or Policy Number

## **ADVISORY NOTICE TO POLICYHOLDERS**

This is a summary of possible major changes to your policy at renewal. This notice does not reference every editorial change made in your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements.

If the rating classification for your business falls into one of the industries groups listed below, your renewal policy may have one or more of the following forms listed under that industry group attached. In some instances, your expiring policy may have already included the forms.

You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

### **HEALTHCARE**

#### **Total Pollution Exclusion CG 21 49**

##### **Alaska Total Pollution Exclusion CG 32 67**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages.

#### **Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 21 55**

##### **Alaska Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 32 68**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages. These endorsements are not applicable to bodily injury or property damage if the pollutant is the result of a certain hostile fires.

#### **Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 21 65**

##### **Alaska Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 32 69**

##### **Virginia Changes – Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 32 85**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages. These endorsements are not applicable if the pollutant is the result of a certain hostile fires. These endorsements are not applicable for bodily injury caused by pollutants produced by or originating from equipment that is used to heat, cool, dehumidify or heat water for personal use.

#### **Exclusion – Coverage C – Medical Payments CG 21 35**

This endorsement excludes medical payments coverage for "bodily injury" arising from "Miscellaneous Medical and Professional Services".

#### **Scope of Licensure Endorsement 421-1065**

This endorsement excludes coverage when the insured does not have, has had revoked, has had suspended, has been required to surrender or has had terminated in any way the license required for their business operations.

**MANUFACTURING****Total Pollution Exclusion CG 21 49****Alaska Total Pollution Exclusion CG 32 67**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages.

**Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 21 55****Alaska Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 32 68**

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**Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 21 65****Alaska Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 32 69****Virginia Changes - Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 32 85**

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**Lead Poisoning Liability Exclusion 421-0037A****Lead Poisoning Liability Exclusion Georgia Only 421-0061****Michigan Lead Poisoning Liability Exclusion 421-0327****Lead Poisoning Liability Exclusion - Maine 391-1081****New Jersey Changes - Exclusion - Liability For Hazard Of Lead CG 26 51**

These endorsements exclude bodily injury, property damage, personal injury or advertising injury arising out of any actual or alleged lead poisoning and from acts or omission of the insured in connection with the general supervision of any job as described in the endorsement.

**Exclusion - Nutritional Supplements 421-0426**

This endorsement excludes bodily injury, property damage or personal injury and advertising injury arising out of nutritional supplements or dietary supplements.

**Exclusion - Electromagnetic Radiation 421-0444**

This endorsement excludes bodily injury, property damage, or personal and advertising injury arising out of electromagnetic fields, electromagnetic radiation, electromagnetism or telecommunication electromagnetic radiation.

**Exclusion – Aircraft Products, Grounding, and Testing 421-0451****Florida Exclusion – Aircraft Products, Grounding, and Testing 421-0536**

These endorsements exclude bodily injury, property damage, or personal and advertising injury arising out of aircraft products, including reliance upon any representation or warranty made with such product, and the grounding or testing of any aircraft.

**Safety Devices 421-1071**

This endorsement excludes bodily injury, property damage, or personal and advertising injury arising out of the installation, repair or service of any safety device shown in the Schedule on the endorsement.

**Exclusion – Logging And Lumbering Operations CG 22 54**

With respect to logging and lumbering operations, this endorsement excludes property damage due to fire, or property damage, however caused, to any vehicle while being loaded or unloaded.

**Employment-Related Practices Exclusion CG 21 47****Texas Changes – Employment-Related Practices Exclusion CG 26 39****Washington Changes – Employment-Related Practices Exclusion CG 0197**

These endorsements exclude bodily injury and personal and advertising injury to a person arising out of any refusal to employ that person; termination of that person's employment; or 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. These endorsements also exclude bodily injury and personal and advertising injury to the spouse, child, parent, brother or sister of that person as a consequence of bodily injury or personal and advertising injury to that person at whom any of the employment-related practices is directed.

**Silica Or Silica-Related Dust Exclusion CG 21 96****Alaska Silica Or Silica-Related Dust Exclusion CG 32 73**

These endorsements exclude bodily injury, property damage, or personal and advertising injury arising out of silica or silica related dust. These endorsements also exclude 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.

**RELIGIOUS INSTITUTIONS  
MANUFACTURED HOUSING  
HABITATIONAL**

**Lead Poisoning Liability Exclusion 421-0037A****Lead Poisoning Liability Exclusion Georgia Only 421-0061****Michigan Lead Poisoning Liability Exclusion 421-0327****Lead Poisoning Liability Exclusion – Maine 391-1081****New Jersey Changes - Exclusion - Liability For Hazard Of Lead CG 26 51**

These endorsements exclude bodily injury, property damage, personal injury or advertising injury arising out of any actual or alleged lead poisoning and from acts or omission of the insured in connection with the general supervision of any job as described in the endorsement.

**DISTRIBUTOR/WHOLESALE****Total Pollution Exclusion CG 21 49****Alaska Total Pollution Exclusion CG 32 67**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages.

**Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 21 55****Alaska Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 32 68**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages. These endorsements are not applicable to bodily injury or property damage if the pollutant is the result of a certain hostile fires.

**Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 21 65****Alaska Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 32 69****Virginia Changes – Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 32 85**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages. These endorsements are not applicable if the pollutant is the result of a certain hostile fires. These endorsements are not applicable for bodily injury caused by pollutants produced by or originating from equipment that is used to heat, cool, dehumidify or heat water for personal use.

**Lead Poisoning Liability Exclusion 421-0037A****Lead Poisoning Liability Exclusion Georgia Only 421-0061****Michigan Lead Poisoning Liability Exclusion 421-0327****Lead Poisoning Liability Exclusion – Maine 391-1081****New Jersey Changes - Exclusion - Liability For Hazard Of Lead CG 26 51**

These endorsements exclude bodily injury, property damage, personal injury or advertising injury arising out of any actual or alleged lead poisoning and from acts or omission of the insured in connection with the general supervision of any job as described in the endorsement.

**Exclusion - Nutritional Supplements 421-0426**

This endorsement excludes bodily injury, property damage or personal injury and advertising injury arising out of nutritional supplements or dietary supplements.

**Fuel Oil Dealers Form Amendment of Pollution Exclusion 421-0816**

This endorsement modifies the pollution exclusion to provide three exemptions when the pollutants are brought onto a premises, site or location in connection operations performed by an insured's contractors or subcontractors. The exclusion does not apply to the escape of fuels, lubricants or other operating fluids which are needed 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. The exclusion is also not applicable if the pollutant is the result of a certain hostile fires or produced by or originating from equipment that is used to heat, cool, dehumidify or heat water for personal use.

**RETAIL****Total Pollution Exclusion CG 21 49****Alaska Total Pollution Exclusion CG 32 67**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages.

**Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 21 55****Alaska Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 32 68**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages. These endorsements are not applicable to bodily injury or property damage if the pollutant is the result of a certain hostile fires.

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**Lead Poisoning Liability Exclusion 421-0037A****Lead Poisoning Liability Exclusion Georgia Only 421-0061****Michigan Lead Poisoning Liability Exclusion 421-0327****Lead Poisoning Liability Exclusion – Maine 391-1081****New Jersey Changes - Exclusion - Liability For Hazard Of Lead CG 26 51**

These endorsements exclude bodily injury, property damage, personal injury or advertising injury arising out of any actual or alleged lead poisoning and from acts or omission of the insured in connection with the general supervision of any job as described in the endorsement.

**Exclusion - Nutritional Supplements 421-0426**

This endorsement excludes bodily injury, property damage or personal injury and advertising injury arising out of nutritional supplements or dietary supplements.

**Exclusion - Electromagnetic Radiation 421-0444**

This endorsement excludes bodily injury, property damage, or personal and advertising injury arising out of electromagnetic fields, electromagnetic radiation, electromagnetism or telecommunication electromagnetic radiation.



## **HUMAN SERVICES SPORTS & FITNESS**

### **Lead Poisoning Liability Exclusion 421-0037A**

### **Lead Poisoning Liability Exclusion Georgia Only 421-0061**

### **Michigan Lead Poisoning Liability Exclusion 421-0327**

### **Lead Poisoning Liability Exclusion – Maine 391-1081**

### **New Jersey Changes - Exclusion - Liability For Hazard Of Lead CG 26 51**

These endorsements exclude bodily injury, property damage, personal injury or advertising injury arising out of any actual or alleged lead poisoning and from acts or omission of the insured in connection with the general supervision of any job as described in the endorsement.

### **Exclusion - Camps and Campgrounds CG 22 39**

If the camp or campground owns or operates an infirmary with facilities for lodging and treatment, this endorsement excludes damage caused by the rendering or failure to render certain services, treatment, advice, instruction, furnishing or dispensing drugs, or handling or treatment of dead bodies. Expenses for bodily injury to any camper are also excluded under the Medical Payments Coverage.

### **Exclusion - Medical Payments to Children – Day Care Centers CG 22 40**

Expenses for bodily injury to any child enrolled in a day care center are excluded under the Medical Payments Coverage.

### **Exclusion – Adult Day Care Centers CG 22 87**

This endorsement excludes damage caused by the rendering or failure to render certain services, treatment, advice, instruction. Expenses for bodily injury to any person in the care of the insured are excluded under the Medical Payments Coverage.

### **Abuse or Molestation Exclusion CG 21 46**

### **Texas Abuse or Molestation Exclusion CG 26 46**

This endorsement excludes damages arising out of the actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured.

## **EDUCATIONAL INSTITUTIONS**

### **Exclusion - Medical Payments to Children – Day Care Centers CG 22 40**

Expenses for bodily injury to any child enrolled in a day care center are excluded under the Medical Payments Coverage

### **Lead Poisoning Liability Exclusion 421-0037A**

### **Lead Poisoning Liability Exclusion Georgia Only 421-0061**

### **Michigan Lead Poisoning Liability Exclusion 421-0327**

### **Lead Poisoning Liability Exclusion – Maine 391-1081**

### **New Jersey Changes - Exclusion - Liability For Hazard Of Lead CG 26 51**

These endorsements exclude bodily injury, property damage, personal injury or advertising injury arising out of any actual or alleged lead poisoning and from acts or omission of the insured in connection with the general supervision of any job as described in the endorsement.

**TECHNOLOGY WHOLESALER****Total Pollution Exclusion CG 21 49****Alaska Total Pollution Exclusion CG 32 67**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages.

**Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 21 55****Alaska Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 32 68**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages. These endorsements are not applicable to bodily injury or property damage if the pollutant is the result of a certain hostile fires.

**Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 21 65****Alaska Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 32 69****Virginia Changes – Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 32 85**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages. These endorsements are not applicable if the pollutant is the result of a certain hostile fires. These endorsements are not applicable for bodily injury caused by pollutants produced by or originating from equipment that is used to heat, cool, dehumidify or heat water for personal use.

**Employment-Related Practices Exclusion CG 21 47**

This endorsement excludes bodily injury and personal and advertising injury to a person arising out of any refusal to employ that person; termination of that person's employment; or 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. This endorsement also excludes bodily injury and personal and advertising injury to the spouse, child, parent, brother or sister of that person as a consequence of bodily injury or personal and advertising injury to that person at whom any of the employment-related practices is directed.

**Fungi or Bacteria Exclusion CG 2167****Washington Fungi or Bacteria Exclusion CG 2677****Louisiana Fungi or Bacteria Exclusion CG 3210**

These endorsements exclude coverage for bodily injury, property damage or personal and 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. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity are also excluded.

**TECHNOLOGY MANUFACTURING****Total Pollution Exclusion CG 21 49****Alaska Total Pollution Exclusion CG 32 67**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages.

**Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 21 55****Alaska Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 32 68**

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**Exclusion – Electromagnetic Radiation 421-0444**

This endorsement excludes bodily injury, property damage, or personal and advertising injury arising out electromagnetic fields, electromagnetic radiation, electromagnetism or telecommunication electromagnetic radiation.

**Silica Or Silica-Related Dust Exclusion CG 21 96**

This endorsement excludes bodily injury, property damage, or personal and advertising injury arising out of silica or silica related dust. This endorsement also excludes 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.

**TECHNOLOGY SERVICES****Personal and Advertising Injury Limitation 421-1088**

This endorsement replaces the definition of Personal and Advertising Injury. Coverage is limited to the offenses of false arrest, detention or imprisonment, malicious prosecution, or the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy.

**TECHNOLOGY – LIFE SCIENCES****Total Pollution Exclusion CG 21 49****Alaska Total Pollution Exclusion CG 32 67**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages.

**Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 21 55****Alaska Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 32 68**

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**Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 21 65****Alaska Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 32 69****Virginia Changes – Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 32 85**

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**Employment-Related Practices Exclusion CG 21 47**

This endorsement excludes bodily injury and personal and advertising injury to a person arising out of any refusal to employ that person; termination of that person's employment; or 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. This endorsement also excludes bodily injury and personal and advertising injury to the spouse, child, parent, brother or sister of that person as a consequence of bodily injury or personal and advertising injury to that person at whom any of the employment-related practices is directed.

**Silica Or Silica-Related Dust Exclusion CG 21 96**

This endorsement excludes bodily injury, property damage, or personal and advertising injury arising out of silica or silica related dust. This endorsement also excludes 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.

**Fungi or Bacteria Exclusion CG 2167****Washington Fungi or Bacteria Exclusion CG 2677****Louisiana Fungi or Bacteria Exclusion CG 3210**

These endorsements exclude coverage for bodily injury, property damage or personal and 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. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity are also excluded.

**WINERIES****Total Pollution Exclusion CG 21 49****Alaska Total Pollution Exclusion CG 32 67**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages.

**Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 21 55****Alaska Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 32 68**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages. These endorsements are not applicable to bodily injury or property damage if the pollutant is the result of a certain hostile fires.

**Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 21 65****Alaska Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 32 69****Virginia Changes – Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 32 85**

These endorsements exclude bodily injury or property damage from the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants. They also exclude any loss, cost or expense arising from a request, demand, order or statutory requirement and any claim or suit by or on behalf of a governmental authority for damages. These endorsements are not applicable if the pollutant is the result of a certain hostile fires. These endorsements are not applicable for bodily injury caused by pollutants produced by or originating from equipment that is used to heat, cool, dehumidify or heat water for personal use.

**CULTURAL INSTITUTIONS****Abuse And Molestation Exclusion 421-0366****Texas Abuse And Molestation Exclusion 421-0377****Vermont Abuse and Molestation Exclusion 421-0378****Illinois Abuse And Molestation Exclusion 421-0393**

This endorsement excludes damages arising out of the actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured.

## IMPORTANT NOTICE TO POLICYHOLDERS

THIS DISCLOSURE DOES NOT PROVIDE COVERAGE NOR DOES THIS NOTICE REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A CHANGE IN COVERAGE. PLEASE READ THE ENTIRE NOTICE.

This is a summary of possible major changes to your policy at renewal. This notice does not reference every editorial change made in your policy.

Your renewal policy may have one or more of the following forms attached. In some instances, your expiring policy may have already included the forms.

The material is organized by coverage form and endorsements; however, not all coverages, coverage forms or endorsements are included on a particular policy. Please read your policy language carefully.

The significant changes that broaden, reduce or clarify coverage are outlined below. Please review the changes carefully.

421-0366 07 16 Exclusion – Abuse or Molestation		
<b>State Specific Versions:</b>		
IL 421-0393 07 16	VT 421-1024 07 16	TX 421-3610 07 16
NH 421-3613 07 16		

### Changes Which Clarify and May Reduce Coverage

- Language has been added to this exclusion to clarify our intent that the only coverage provided for any Abuse and Molestation is that granted by one of the Liability coverage forms listed below. The added language states: This exclusion applies except to the extent insurance is available under any endorsement providing physical abuse, sexual misconduct or sexual molestation liability coverage.

421-0334 07 16 Sexual Misconduct or Sexual Molestation Liability (Occurrence – Separate Aggregate)		
<b>State Specific Versions:</b>		
AR 421-2134 07 16	NH 421-2980 07 16	WA 421-2242 07 16
LA 421-1414 07 16	NY 421-1663 07 16	

### Changes Which Clarify Coverage

- Language throughout the form has been modified to provide more clarity.

### Changes Which Broaden Coverage

- A new defined term, "injury", has been added, replacing the term "bodily injury" in the insuring agreement. We will pay those sums the insured becomes legally obligated to pay as damages because of "injury" arising out of a "sexual misconduct or sexual molestation incident" to which this insurance applies. "Injury" is defined to include "bodily injury"; mental anguish or emotional distress; oral, written or electronic publication of material that slanders or libels a person or organization; oral, written or electronic publication of material that violates a person's right of privacy; or 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, if such injuries are caused by a "sexual misconduct or sexual molestation incident".

- The definition of "sexual misconduct or sexual molestation" has been modified to remove the requirement of a physical act.

**421-1279 07 16 Sexual Misconduct or Sexual Molestation Liability Coverage Endorsement (Claims Made – Separate Aggregate)\*\***
**State Specific Versions:**

AK 421-1953 07 16	ME 421-1326 07 16	PA 421-1849 07 16
AR 421-1461 07 16	MN 421-1347 07 16	TX 421-1437 07 16
CO 421-2946 07 16	MO 421-1529 07 16	UT 421-2950 07 16
CT 421-1489 07 16	NC 421-1422 07 16	VA 421-1519 07 16
FL 421-1661 07 16	ND 421-1525 07 16	VT 421-1506 07 16
IL 421-1359 07 16	NH 421-1340 07 16	WA 421-1365 07 16
LA 421-1447 07 16	NJ 421-1335 07 16	WY 421-1494 07 16
MD 421-1352 07 16	NM 421-1328 07 16	

\*\* This coverage is **not** available in the state of New York

**Changes Which Clarify Coverage**

- Language throughout the form has been modified to provide more clarity.

**Changes Which Broaden Coverage**

- A new defined term, "injury", has been added, replacing the term "bodily injury" in the insuring agreement. We will pay those sums the insured becomes legally obligated to pay as damages because of "injury" arising out of a "sexual misconduct or sexual molestation incident" to which this insurance applies. "Injury" is defined to include "bodily injury"; mental anguish or emotional distress; oral, written or electronic publication of material that slanders or libels a person or organization; oral, written or electronic publication of material that violates a person's right of privacy; or 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, if such injuries are caused by a "sexual misconduct or sexual molestation incident".
- The definition of "sexual misconduct or sexual molestation" has been modified to remove the requirement of a physical act.

**421-0552 07 16 Physical Abuse, Sexual Misconduct or Sexual Molestation Liability Coverage Endorsement (Occurrence – Separate Aggregate)**
**State Specific Versions:**

AR 421-2932 07 16	LA 421-2933 07 16	NH 421-2996 07 16
NY 421-0701 07 16	TX 421-0735 07 16	WA 421-1021 07 16

**Changes Which Clarify Coverage**

- Language throughout the form has been modified to provide more clarity.

**Changes Which Broaden Coverage**

- A new defined term, "injury", has been added, replacing the term "bodily injury" in the insuring agreement. We will pay those sums the insured becomes legally obligated to pay as damages because of "injury" arising out of a "physical abuse, sexual misconduct or sexual molestation incident" to which this insurance applies. "Injury" is defined to include "bodily injury"; mental anguish or emotional distress; oral, written or electronic publication of material that slanders or libels a person or organization; oral, written or electronic publication of material that violates a person's right of privacy; or 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, if such injuries are caused by a "physical abuse, sexual misconduct or sexual molestation incident".
- The definition of "physical abuse, sexual misconduct or sexual molestation" has been modified to remove the requirement of a physical act of sexual misconduct or sexual molestation.

**421-1061 07 16 Physical Abuse, Sexual Misconduct or Sexual Molestation Liability Coverage Endorsement (Occurrence – Sublimit)**
**State Specific Versions:**

AR 421-1236 07 16	LA 421-1291 07 16	NH 421-3612 07 16
NY 421-1539 07 16	TX 421-1226 07 16	WA 421-2935 07 16

**Changes Which Clarify Coverage**

- Language throughout the form has been modified to provide more clarity.

**Changes Which Broaden Coverage**

- A new defined term, "injury", has been added, replacing the term "bodily injury" in the insuring agreement. We will pay those sums the insured becomes legally obligated to pay as damages because of "injury" arising out of a "physical abuse, sexual misconduct or sexual molestation incident" to which this insurance applies. "Injury" is defined to include "bodily injury"; mental anguish or emotional distress; oral, written or electronic publication of material that slanders or libels a person or organization; oral, written or electronic publication of material that violates a person's right of privacy; or 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, if such injuries are caused by a "physical abuse, sexual misconduct or sexual molestation incident".
- The definition of "physical abuse, sexual misconduct or sexual molestation" has been modified to remove the requirement of a physical act of sexual misconduct or sexual molestation.

**421-0742 07 16 Physical Abuse, Sexual Misconduct or Sexual Molestation Liability Coverage Endorsement (Claims Made – Separate Aggregate)\*\***
**State Specific Versions:**

AR 421-0744 07 16	ME 421-1222 07 16	PA 421-1286 07 16
CT 421-1068 07 16	MN 421-1207 07 16	TX 421-0748 07 16
CO 421-1214 07 16	MO 421-1305 07 16	UT 421-1248 07 16
FL 421-0741 07 16	NC 421-1217 07 16	VA 421-1313 07 16
IL 421-0750 07 16	ND 421-1299 07 16	VT 421-1202 07 16
LA 421-1293 07 16	NH 421-1240 07 16	WA 421-1022 07 16
MD 421-1289 07 16	NJ 421-1245 07 16	WY 421-1302 07 16
	NM 421-1242 07 16	

\*\* This coverage is *not* available in the state of New York

**Changes Which Clarify Coverage**

- Language throughout the form has been modified to provide more clarity.

**Changes Which Broaden Coverage**

- A new defined term, "injury", has been added, replacing the term "bodily injury" in the insuring agreement. We will pay those sums the insured becomes legally obligated to pay as damages because of "injury" arising out of a "physical abuse, sexual misconduct or sexual molestation incident" to which this insurance applies. "Injury" is defined to include "bodily injury"; mental anguish or emotional distress; oral, written or electronic publication of material that slanders or libels a person or organization; oral, written or electronic publication of material that violates a person's right of privacy; or 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, if such injuries are caused by a "physical abuse, sexual misconduct or sexual molestation incident".
- The definition of "physical abuse, sexual misconduct or sexual molestation" has been modified to remove the requirement of a physical act of sexual misconduct or sexual molestation.





ZBX 9601320 05

**Citizens Insurance Company of America (A Stock Company)**  
**808 North Highlander Way, Howell, MI 48843-1070**  
**Commercial Line Policy**  
**Common Declarations**

CS

Policy Number	Policy Period		Coverage is Provided in the:	Agency Code
	From	To		
ZBX 9601320 05	07/01/2016	07/01/2017	Citizens Insurance Company of America	2509765

**Named Insured and Address :**

**Agent :**

WINONA ORC INDUSTRIES INC 1053 EAST MARK STREET WINONA MN 55987	NORTH RISK PARTNERS LLC  2048 SUPERIOR DRIVE NW ROCHESTER MN 55901
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**Branch :** Minnesota Branch Office

**Policy Period :** From 07/01/2016 To 07/01/2017

12:01 A.M. Standard Time at Your Mailing Address Shown Above.

**Business Description:** HUMAN SERVICE ORGANIZATION

**Legal Entity:** Non Profit

In Consideration of the premium, insurance is provided the Named Insured with respect to those premises described in the attached schedule(s) for which a specific limit of insurance is shown. This is subject to all terms of this policy including Common Policy Conditions. Coverage Parts, Forms and Endorsements may be subject to adjustment and/or a policy minimum premium.

<b>Commercial Property Coverage</b>	\$10,007.00
<b>Commercial General Liability Coverage</b>	\$3,065.00
<b>Cyber Liability Coverage</b>	\$154.00
<b>Professional Liability Coverage</b>	\$925.00
<b>Commercial Inland Marine Coverage</b>	Not Covered
<b>Commercial Crime Coverage</b>	\$224.00
<b>Commercial Auto Coverage</b>	Not Covered
<b>Total Surcharges Premium</b>	\$50.04
<b>Additional Premium For Policy Minimum</b>	N/A
<b>** Total</b>	\$14,425.04

\*\*INCLUDES PREMIUM, IF ANY, FOR TERRORISM; REFER TO DISCLOSURE NOTICE

Countersigned \_\_\_\_\_ By 

Agency Bill/Full Paid



WINONA ORC INDUSTRIES INC

ZBX 9601320 05

NORTH RISK PARTNERS LLC

Group Number ZHE



WINONA ORC INDUSTRIES INC

ZBX 9601320 05

NORTH RISK PARTNERS LLC

**Commercial Lines Surcharges**

Minnesota Fire Safety Surcharge Premium:	\$50.04
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<b>Total Minnesota Surcharge Premium:</b>	<b>\$50.04</b>
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WINONA ORC INDUSTRIES INC

ZBX 9601320 05

**NORTH RISK PARTNERS LLC**

**Locations of All Premises You Own, Rent or Occupy**

**Location: 1**

1053 EAST MARK STREET  
Winona MN  
55987

**Location: 2**

505 EAST MAIN  
Lewiston MN  
55952

**Forms Applicable to all Coverage Parts:**

\*Asterisk denotes new or changed form

<b><u>Form Number</u></b>	<b><u>Edition Date</u></b>	<b><u>Description</u></b>
* 401-1126	01/15	Notice - Rejection Of Terrorism Coverage and Disclosure of Premium
* 401-1374	01/15	Offer Disclosure Pursuant To Terrorism Risk Insurance Act
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
IL 02 45	09/08	Minnesota Changes - Cancellation And Nonrenewal
IL 09 35	07/02	Exclusion of Certain Computer-Related Losses
* IL 09 53	01/15	Exclusion of Certified Acts of Terrorism
SIG 11 00	08/14	Signature Page



WINONA ORC INDUSTRIES INC

ZBX 9601320 05

NORTH RISK PARTNERS LLC

### Commercial Property Coverage Part Declaration

**Total Property Premium**

**\$10,007.00**

Coverages Provided:

Insurance at the Described Premises applies only for the coverage shown below:

Blanket Building and Contents For Premises

Location 1 - Building 1

Location 2 - Building 1

**Coverage:**

Blanket Building and Contents

**Cause of Loss:**

Special

**Premiums:**

**\$7,601.00**

**Limit of Insurance:**

**\$7,601,893**

Replacement Cost

**Coinurance:**

**100%**

**Blanket LOC BLDG APPLICABLE DEDUCTIBLE**

**ALL ALL Windstorm/Hail Deductible \$500.00**

**Theft Deductible \$500.00**

**Other Deductible: \$500.00**

**LOC BLDG**

**1 1**

**Occupancy:** Schools - Trade or vocational

**Territory:** 850

**Construction:** Noncombustible

**Protection Class:** 3

**LOC BLDG**

**1 1**

**Coverage:**

**Cause of Loss:**

**Premiums:**

**Special \$809.00**



WINONA ORC INDUSTRIES INC

ZBX 9601320 05

NORTH RISK PARTNERS LLC

### Commercial Property Coverage Part Declaration

#### Business Income

**Limit Of Insurance:** \$465,000.00  
**Extended Period of Indemnity** 60 Days Included  
**Business Income Time Deductible** 72 Hours  
**Monthly Limit of Indemnity** 1/3

<u>LOC</u>	<u>BLDG</u>	<u>DED BY LOC</u>	<u>APPLICABLE DEDUCTIBLE</u>	
1	1		Windstorm/Hail Deductible	\$500.00
			Theft Deductible:	\$500.00
			Other Deductible:	\$500.00

**Additional Premium for Property Minimum :** N/A

#### Miscellaneous/Optional Property Coverages: **PREMIUM**

Data Breach	\$65.00
Boiler / Machinery / Equipment Breakdown	\$832.00
Gold Property Broadening Endorsement	\$600.00
Human Services - Property Broadening Endorsement	\$100.00

WINONA ORC INDUSTRIES INC

ZBX 9601320 05

**NORTH RISK PARTNERS LLC**

### Forms Applicable to Property Coverage Parts:

\*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
411-0639	06/07	Minnesota Commercial Property Coverage Part Multistate Revision Of Forms And Endorsements Advisory Notice To Policyholders
* 411-0669	01/15	Data Breach Coverage Form
411-0679	04/10	Associates And Family Members Additional Coverage Endorsement
411-0681	12/09	Identity Theft Resolution Services
411-0793	04/14	Gold Property Broadening Endorsement
411-0803	04/14	Human Services Property Broadening Endorsement
* 411-0938	01/15	Minnesota Changes - Data Breach Coverage Form
451-0038	11/04	Equipment Breakdown Coverage
CP 00 10	10/12	Building and Personal Property Coverage Form
CP 00 30	10/12	Business Income (And Extra Expense) Coverage Form
CP 00 90	07/88	Commercial Property Conditions
CP 01 08	10/12	Minnesota Changes
CP 01 40	07/06	Exclusion of Loss Due to Virus or Bacteria
CP 01 50	10/00	Minnesota Changes - Replacement Cost Personal Property
CP 01 57	07/98	Minnesota Changes - Coinsurance
CP 04 11	10/12	Protective Safeguards
CP 10 30	10/12	Cause of Loss - Special Form
CP 12 21	10/12	Loss Payable Provisions - Minnesota



WINONA ORC INDUSTRIES INC

ZBX 9601320 05

**NORTH RISK PARTNERS LLC**

**Property Schedule of Additional Interest**

**Location: 1 Building: 1**

Loss Payable

MERCHANTS NATIONAL BANK  
102 EAST THIRD STREET  
PO BOX 248  
WINONA MN 55987

**Location: 1 Building: 1**

1st Mortgagee

MERCHANTS NATIONAL BANK  
102 EAST THIRD STREET  
PO BOX 248  
WINONA MN 55987





WINONA ORC INDUSTRIES INC

ZBX 9601320 05

**NORTH RISK PARTNERS LLC**

**Commercial General Liability Coverage Part Declaration**

Audit Frequency:

Annual

**Limits of Insurance:**

<b>General Aggregate Limit</b>	\$3,000,000
<b>Products-Completed Operations are Included in the General Aggregate Limit</b>	
<b>Each Occurrence Limit</b>	\$1,000,000
<b>Personal and Advertising Injury Limit</b>	\$1,000,000
<b>Damage to Premises Rented to You Limit</b>	\$100,000
<b>Medical Expense Limit, Any One Person</b>	\$10,000
<b>General Liability Deductible:</b>	
<b>Total Advance Commercial General Liability Premium</b>	\$3,065.00

**THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III - LIMITS OF INSURANCE FOR DETAILS**

**Forms Applicable to General Liability Coverage Parts:**

\*Asterisk denotes new or changed form

<b>Form Number</b>	<b>Edition Date</b>	<b>Description</b>
421-0022	12/90	Asbestos Liability Exclusion
* 421-0361	06/15	Other Coverage Amendment
* 421-0366	07/16	Exclusion - Abuse Or Molestation
421-0548	09/08	Exclusion - Professional Services
421-0550	09/08	Additional Insured-Human Services Organizations
421-0551	09/08	Special Events Limitation Endorsement
* 421-0552	07/16	Physical Abuse, Sexual Misconduct Or Sexual Molestation Liability Coverage Endorsement (Occurrence - Separate Aggregate)
421-0555	09/08	Innocent Party Defense Coverage Endorsement
421-0582	09/08	Additional Supplementary Payments Endorsement - Human Services
421-0598	09/08	Supplementary Payments - Image Restoration Endorsement
* 421-2915	06/15	Commercial General Liability Broadening Endorsement
* 421-2921	06/15	Commercial General Liability Enhancement Endorsement - Human Services
421-2960	12/14	Commercial General Liability Generic Notice to Policyholders
421-2969	12/14	Human Services Commercial General Liability Enhancement Notice to Policyholders
421-2974	12/14	ISO Changes Notice to Policyholders
421-2978	12/14	Sexual Misconduct or Sexual Molestation Liability Notice to Policyholders
* 421-3376	05/15	Advisory Notice To Policyholder
* 421-3566	07/16	Important Notice To Policyholders
CG 00 01	04/13	Commercial General Liability Coverage Form - Occurrence
CG 01 22	12/07	Minnesota Changes - Contractual Liability Exclusion And Supplementary Payments

WINONA ORC INDUSTRIES INC

ZBX 9601320 05

NORTH RISK PARTNERS LLC

### Forms Applicable to General Liability Coverage Parts:

\*Asterisk denotes new or changed form

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
CG 04 35	12/07	Employee Benefits Liability Coverage
* 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 47	12/07	Employment - Related Practices Exclusion
* CG 21 55	09/99	Total Pollution With a Hostile Fire Exception
CG 21 67	12/04	Fungi or Bacteria Exclusion
* 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
CG 26 05	02/07	Minnesota Changes
CG 26 81	12/04	Minnesota Changes - Duties Condition



WINONA ORC INDUSTRIES INC

ZBX 9601320 05

**NORTH RISK PARTNERS LLC**

**Commercial General Liability Classification Schedule Declaration**

<u>LOC</u>	<u>ST</u>	<u>TERR</u>	<u>CODE</u>	<u>SUBLINE</u>	<u>PREMIUM BASIS</u>	<u>PER</u>	<u>RATE</u>	<u>ADVANCE PREMIUM</u>
1	MN	502	47474	334	160 Each Student	Each	3.226	\$516.00

Products – Completed Operations are Included in the General Aggregate Limit

Schools trade or vocational

<u>LOC</u>	<u>ST</u>	<u>TERR</u>	<u>CODE</u>	<u>SUBLINE</u>	<u>PREMIUM BASIS</u>	<u>PER</u>	<u>RATE</u>	<u>ADVANCE PREMIUM</u>
1	MN	502	47469	334	35 Faculty Members	Each	2.547	\$89.00

Products – Completed Operations are Included in the General Aggregate Limit

Schools faculty liability for corporal punishment of students

<u>LOC</u>	<u>ST</u>	<u>TERR</u>	<u>CODE</u>	<u>SUBLINE</u>	<u>PREMIUM BASIS</u>	<u>PER</u>	<u>RATE</u>	<u>ADVANCE PREMIUM</u>
1	MN	502	47147	334	\$20,000 Receipts (Sales)	1,000	3.688	\$74.00

Products – Completed Operations are Included in the General Aggregate Limit

Recycling Collection Centers Not-For-Profit only

<u>LOC</u>	<u>ST</u>	<u>TERR</u>	<u>CODE</u>	<u>SUBLINE</u>	<u>PREMIUM BASIS</u>	<u>PER</u>	<u>RATE</u>	<u>ADVANCE PREMIUM</u>
1	MN	502	45678	334	\$250,000 Receipts (Sales)	1,000	.294	\$74.00

Products – Completed Operations are Included in the General Aggregate Limit

Laundries and Dry Cleaning Plants

<u>LOC</u>	<u>ST</u>	<u>TERR</u>	<u>CODE</u>	<u>SUBLINE</u>	<u>PREMIUM BASIS</u>	<u>PER</u>	<u>RATE</u>	<u>ADVANCE PREMIUM</u>
2	MN	502	61212	334	25000 Area	1000 of Total Area	16.191	\$405.00

Products – Completed Operations are Included in the General Aggregate Limit

Buildings or Premises bank or office mercantile or manufacturing lessor

**Miscellaneous/Optional General Liability Coverages**

**Advance Premium**

Employee Benefits Coverage	\$316.00
CGL Enhancement - Human Services	\$250.00
Physical Abuse, Sexual Misconduct or Sexual Molestation Liability - Occurrence - Separate Aggregate	\$1,341.00

**Additional Premium for Coverage Minimum:** N/A

**Total Advance General Liability Premium** \$3,065.00



WINONA ORC INDUSTRIES INC

ZBX 9601320 05

NORTH RISK PARTNERS LLC

**Commercial General Liability Classification Schedule Declaration**

<b>Subline</b>	<b>334</b>	<b>Premises and Operations</b>
<b>Subline</b>	<b>336</b>	<b>Products and/or Completed Operations</b>

## CYBER DECLARATIONS

### CLAIMS-MADE WARNING

THIS COVERAGE PART INCLUDES COVERAGES WRITTEN ON A CLAIMS-MADE BASIS SUBJECT TO ITS TERMS. CLAIMS-MADE COVERAGE APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE "INSURED" DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

### "DEFENSE EXPENSES" WITHIN LIMITS AND DEDUCTIBLE

THE LIMITS OF LIABILITY WILL BE REDUCED AND CAN BE COMPLETELY EXHAUSTED BY THE PAYMENT OF COVERED "DEFENSE EXPENSES". IN THE EVENT THAT THE LIMIT OF LIABILITY IS EXHAUSTED, THE "INSURER" SHALL NOT BE LIABLE FOR "DEFENSE EXPENSES", JUDGMENTS OR SETTLEMENTS IN EXCESS OF THE APPLICABLE LIMIT. INSURING AGREEMENTS A. AND B. ARE SUBJECT TO DEDUCTIBLE AMOUNTS STATED IN THE DECLARATIONS. AMOUNTS INCURRED FOR "DEFENSE EXPENSES" ARE SUBJECT TO THE APPLICABLE DEDUCTIBLE.

Policy Number	Coverage is provided by:
ZBX 9601320 05	<b>Citizens Insurance Company of America</b> (A Stock Company) 808 North Highlander Way Howell, MI 48843-1070
<b>Item 1. NAMED INSURED:</b> WINONA ORC INDUSTRIES INC 1053 EAST MARK STREET WINONA MN 55987	
<b>Item 2. POLICY PERIOD</b> Inception Date: 07/01/2016      Expiration Date: 07/01/2017 (12:01 AM standard time at the address shown in Item 1.)	
<b>Item 3. AGGREGATE LIMIT OF LIABILITY FOR THIS COVERAGE PART</b>	
Maximum Aggregate Limit of Liability	\$100,000

<b>Item 4. INSURING AGREEMENTS</b>			
<b>Prior and Pending Proceedings Date:</b>		07/01/2016	
<b>Retroactive Date:</b>		07/01/2016	
<b>Insuring Agreement</b>	<b>Limits of Liability</b>	<b>Deductible</b>	<b>Premium</b>
A. Privacy and Security Liability	\$100,000	\$5,000	\$77
B. Cyber Media Liability	\$100,000	\$5,000	\$77
<b>Item 5. PREMIUM FOR COVERAGE PART</b>		\$154	
<b>Item 6. FORMS OR ENDORSEMENTS ATTACHED AT ISSUE:</b>			
<b>Form Number</b>	<b>Edition Date</b>	<b>Name</b>	
850-0001	01/15	Cyber Coverage Part	
850-0045	01/15	Minnesota Amendatory Endorsement	



ZBX 9601320 05

Citizens Insurance Company Of America, 440 Lincoln Street, Worcester MA 01605

**Human Services Professional Liability  
Declarations**

**CS**

Policy Number	Policy Period		Coverage is Provided in :	Agency Code
	From	To		
ZBX 9601320 05	07/01/2016	07/01/2017	Citizens Insurance Company Of America	2509765

**Named Insured and Address :**

**Agent :**

WINONA ORC INDUSTRIES INC 1053 EAST MARK STREET WINONA MN 55987	NORTH RISK PARTNERS LLC  2048 SUPERIOR DRIVE NW ROCHESTER MN 55901
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**LIMITS OF INSURANCE:**

Aggregate Limit	\$3,000,000
Each "Wrongful Act" Incident Limit	\$1,000,000

**BUSINESS DESCRIPTION**

Form of Business	Non Profit
Business Description	HUMAN SERVICE ORGANIZATION
<b>PREMIUM</b>	\$925.00

WINONA ORC INDUSTRIES INC

ZBX 9601320 05

NORTH RISK PARTNERS LLC

**Forms Applicable to Human Services Professional Liability  
Occurrence Coverage Parts:**

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
421-0542	10/08	Human Services Professional Liability Coverage Form
421-0612	09/08	Minnesota Amendatory Endorsement (Occurrence)





WINONA ORC INDUSTRIES INC

ZBX 9601320 05

NORTH RISK PARTNERS LLC

### Crime Declaration

**Total Crime Premium** \$224.00

#### Coverages Provided:

<u>LOC</u>	<u>BLDG</u>	<u>Type of Coverage</u>	<u>Premium</u>
		Employee Theft Insuring Agreement	\$203.00
		Limit	\$150,000.00
		Deductible	\$500.00
		Blanket/Schedule	Blanket
		Ratable Employees	7
		ERISA Plan name	N/A
		ERISA Total Asset Value	N/A
<u>LOC</u>	<u>BLDG</u>	<u>Type of Coverage</u>	<u>Premium</u>
		Outside The Premises	\$2.00
		Limit	\$10,000.00
		Deductible	\$500.00
		Blanket/Schedule	Blanket
		Ratable Employees	N/A
		ERISA Plan name	N/A
		ERISA Total Asset Value	N/A
<u>LOC</u>	<u>BLDG</u>	<u>Type of Coverage</u>	<u>Premium</u>
		Inside the Premises-Theft of Money and Securities Insuring Agreement	\$19.00
		Limit	\$10,000.00
		Deductible	\$500.00
		Blanket/Schedule	Blanket
		Ratable Employees	N/A
		ERISA Plan name	N/A
		ERISA Total Asset Value	N/A

**Additional for Coverage Minimum Premium** N/A

**Total Crime Premium** \$224.00

### Forms Applicable to Crime Coverage Parts:

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
CR 00 20	05/06	Commercial Crime Coverage Form (Discovery Form)
CR 01 25	08/07	Minnesota Changes
CR 02 20	08/07	Minnesota Changes

POLICY NUMBER: ZBX 9601320 05

IL 09 53 01 15

**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:

<b>State(s)</b>	<b>Coverage Form, Coverage Part or Policy</b>
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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DATA BREACH COVERAGE FORM

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

Throughout this coverage form the words "we", "us" and "our" refer to the Company providing this insurance. The words "you" and "your" refer to the Named Insured shown in the Declarations. Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION F – DEFINITIONS**.

### SCHEDULE

<b>Data Breach Coverage Aggregate Limit of Insurance</b>	<b>\$ 10,000</b>
<b>Data Breach Expense Coverages Aggregate Sublimit of Insurance</b>	<b>\$ 10,000</b>
<b>Additional Expense Coverages Aggregate Sublimit of Insurance</b>	<b>\$ 10,000</b>
<b>Data Breach Coverage Deductible</b>	<b>\$ 1,000</b>
<b>Cyber Business Interruption Waiting Period Deductible</b>	<b>24 Hours</b>
<b>Premium:</b>	<b>\$ 65</b>

### SECTION A – COVERAGES

We will provide Data Breach Services, Data Breach Expense Coverages and Additional Expense Coverages as described below if you have a "data breach" that:

- a. Is discovered during the "policy period" of this Data Breach Coverage Form; and
- b. Is reported to us within 30 days of your discovery of the "data breach".

#### 1. Data Breach Services, Data Breach Expense Coverages, Additional Expense Coverages

##### a. Data Breach Services

##### (1) Consulting Services

If you contact our Designated Service Provider, they will provide Consulting Services to assist you with:

- (a) Notification requirements pursuant to "breach notice laws";
- (b) Drafting your notification letters; and
- (c) Media interface and press release drafting.

##### (2) Help Line

Provide a toll-free telephone line for "potentially-identified persons" with questions about the "data breach".

##### (3) Fraud Alert

A "potentially-identified person" who contacts our Designated Service Provider can place a Fraud Alert on his or her credit file(s) with the main

credit bureaus warning potential credit grantors to check with the "potentially-identified person" before extending credit in his or her name or on his or her behalf.

#### (4) Identity Restoration Case Management

An "identified person" who contacts our Designated Service Provider will be assisted by an identity restoration professional to help to correct his or her credit and other records and to restore control over his or her personal identity.

These Data Breach Services will be provided by our Designated Service Provider, as described in Paragraphs **15. and 16. of Section E. Conditions**, for a period of one year from the date the Data Breach Services are initiated.

Data Breach Services are only available if the jurisdiction or country where the "potentially-identified person" resides maintains "breach notice law" and, in the case of Fraud Alert, an operative credit monitoring service.

#### b. Data Breach Expense Coverages

We will pay your reasonable and necessary expenses incurred for the following Covered Expenses up to the limits of insurance described in **Section C – Limits of Insurance**:

- (1) **Notification to Potentially-Identified Persons** – expenses to provide

notification of the "data breach" to "potentially-identified persons":

- (a) As required by applicable "breach notice law"; or
- (b) If reasonably necessary to maintain your business.

Covered expenses include the printing, postage and handling of notification letters or other means of disclosing the breach to "potentially-identified persons".

- (2) **Forensic Analysis** – expenses to assess:

- (a) The severity of the "data breach";
- (b) The nature and extent of the "data breach";

Forensic Analysis expenses do not include the cost of restoration.

- (3) **Proactive Monitoring Services Expense Coverage** – Expenses for "proactive monitoring services" provided to "potentially-identified persons" in jurisdictions or countries with operative credit monitoring services as provided through our Designated Service Provider.

Under this coverage we will only pay for expenses that you incur through our Designated Service Provider.

Services provided for Covered Expenses provided in b.(1), b.(2) and b.(3) above must be approved by us as described in **SECTION E – CONDITIONS**, Paragraph 15. **Service Providers**.

- (4) **Breach Restoration Expenses**

We will pay "Breach Restoration Expenses" directly resulting from a "data breach" which is first discovered during the "policy period" and which results in the damage, deletion or destruction of "data" owned by you or for which you are legally liable.

- (5) **Cyber Business Interruption and Extra Expense**

We will pay actual loss of "business income" and additional "extra expense" incurred by you during the "period of restoration" directly resulting from a "data breach" which is first discovered during the "policy period" and which results in an actual impairment or denial of service of

"business operations" during the "policy period".

### c. **Additional Expense Coverages**

We will pay your reasonable and necessary expenses incurred for the following Additional Expense Coverages. These expenses are subject to the limits of insurance described in **Section C – Limits of Insurance**.

- (1) **Legal Services** – expenses incurred within the first six months following the discovery and reporting of a "data breach" as provided in this Section for approved outside professional legal counsel review and recommendations as to how you should respond to it, including final legal review of the proposed breach notification letter(s). However, we will not pay for expenses for legal counsel to review any third party liability litigation or notification of potential litigation.

- (2) **Public Relations** – expenses incurred within the first six months following the discovery and reporting of a "data breach" as provided in this Section for approved outside public relations firm or crisis management firm recommendations for restoring the confidence of your customers and investors in the security of your company and its systems.

- (3) **Third Party "Data Breach"** – expenses for notification to "potentially-identified persons" with whom you have a direct relationship when a "data breach" is sustained by a third party to whom you have sent "private personal data" to be under that third party's care, custody and control. This includes a "data breach" that occurs while transmitting or transporting the data to that third party. Covered expenses for this Additional Covered Expense are limited to the printing, postage and handling of notification letters to "potentially-identified persons".

Service providers for Additional Expense Coverage provided in paragraphs c.(1), c.(2) and c.(3) must be approved by us as described in **SECTION E – CONDITIONS**, Paragraph 15. **Service Providers**.

- (4) **Data Breach Ransom Coverage** – monies extorted from and paid by you because or a threat or connected

series of threats to commit an intentional attack on your computer systems that if so committed, would result in a "data breach". This Data Breach Ransom Coverage is subject to the following conditions:

- (a) You must receive approval from us prior to the payment of any monies;
  - (b) Any monies paid must only be to terminate or end the threat;
  - (c) The threat must be one which, if carried out, would have led to a "data breach" that would have been covered under this Coverage Form had the monies not been paid;
  - (d) The threat must have been made during the coverage period of this Data Breach Coverage Form;
  - (e) The applicable Federal, state and/or local law enforcement authority was notified of the threat prior to any payment you make for which you are seeking reimbursement under this Additional Expense Coverage;
  - (f) The threat must not have been committed by any of your employees or former employees, vendors or independent contractors hired by you;
  - (g) You must make every reasonable effort not to divulge the existence of this Data Breach Ransom Coverage; and
  - (h) You agree to keep confidential any amounts paid under this Data Breach Ransom Coverage except for any disclosure we approve in advance of that disclosure.
- (5) Data Breach Reward Coverage –** monies you pay for information leading to the arrest and conviction of any individual(s) who committed an illegal act(s) related to a "data breach" covered under this Coverage Form.
- However, we will not pay for information that was provided by:
- (a) You;
  - (b) Your internal or external auditors;
  - (c) Any vendor or independent contractor hired by you;

(d) Any individual or firm hired by you to investigate the illegal act described above; or

(e) Any individual(s) with supervisory or management responsibility of any of the individual(s) described above.

#### **(6) Data Breach Investigations**

We will pay "defense expenses" directly resulting from a "regulatory investigation" regarding a "data breach" first discovered by you during the "policy period".

#### **(7) Data Breach Theft**

We will pay for loss resulting directly from your transfer, payment, or delivery of funds due to the fraudulent input of "data" directly into your "system" or through a "network" into your "system". Loss must first be discovered by you during the "policy period".

### **SECTION B – EXCLUSIONS**

1. The following exclusions apply to Data Breach Services, Data Breach Expense Coverages and Additional Expense Coverages.

This insurance does not apply to:

#### **a. Costs to Research or Correct Deficiencies**

Any costs to research any deficiency, except as specifically provided under **SECTION A – COVERAGES**, Paragraph 1.b.(2) **Forensic Analysis**, or any costs to correct any deficiency.

This includes, but is not limited to, any deficiency in your systems, procedures or physical security that may have contributed to a "data breach".

#### **b. Criminal Investigation or Proceedings**

Any costs arising out of criminal investigations or proceedings.

#### **c. Fines, Penalties or Assessments**

Any "fines, penalties, fees or assessments". This includes but is not limited to fees or surcharges from financial institutions.

#### **d. Defense or Legal Liability**

Any fees, costs, settlements, judgments, or liability of any kind arising in the course of, or as a result of a claim for damages, lawsuit, administrative proceedings, or governmental investigation against or involving you, except as provided under **SECTION A – COVERAGES**, Paragraph 1.c.(6) **Data Breach Investigations**.

**e. Other Economic Costs**

Any other costs or expenses not expressly provided for under Data Breach Services, Data Breach Expense Coverages and Additional Expense Coverages provided in Paragraphs 1.a. through 1.c. Costs or expenses that we do not cover include but are not limited to expense to reissue credit or debit cards.

**f. Consequential Loss**

Any costs, or any other loss, caused by or resulting from delay, loss of use, loss of existing or prospective markets or any other consequential loss. This exclusion does not apply to **SECTION A – COVERAGES**, Paragraph 1.b.(5) **Cyber Business Interruption and Extra Expense**.

**g. Contractually Assumed Liability**

Legal obligations arising by reason of assumption of liability in a contract or agreement.

**h. Victim Expenses or Losses**

Costs or losses incurred by a victim of "data breach" or fraud activity except as provided for under Data Breach Services, Data Breach Expense Coverages and Additional Expenses Coverages provided in Paragraphs 1.a. through 1.c.

**i. Alternative Travel Arrangements or Fees**

Payment of alternative travel arrangements or additional fees.

**j. Psychological Counseling**

Psychological counseling for victims of a "data breach" or fraud activity.

**k. Legal Advice or Services**

Legal advice or other legal services, except as provided by the Legal Services Additional Expense Coverage, Paragraph 1.c.(1).

**l. Information Recapture**

Any costs or losses for the recapture of lost, stolen or destroyed information.

**m. Dishonesty**

Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of law by you, any of your partners, directors or trustees:

- (1) Acting alone or in collusion with others; or
- (2) Whether or not occurring during the hours of employment.

**n. Governmental Action**

Seizure or destruction of property by order of governmental authority. Such loss or damage

is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

**o. Intentional or Willful Complicity**

Your intentional or willful complicity in a "data breach".

**p. Prior Discovery**

Any "data breach" discovered prior to the inception of this Data Breach Coverage Form.

**q. Threats, Extortion or Blackmail**

Any threat, extortion or blackmail including but not limited to, ransom payments and private security assistance except as provided in the Data Breach Ransom Coverage Additional Expense Coverage under Paragraph 1.(c)(4).

**r. Nuclear Hazard**

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

**s. 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.

2. The following exclusions apply to Breach Restoration Expenses, Cyber Business Interruption and Extra Expense, Data Breach Investigations, and Data Breach Theft only.

This insurance does not apply to:

**a. Investigations**

Costs, fees or expenses incurred or paid by you in establishing the existence of, or amount of loss, damage or expense.

**b. Non-monetary Relief**

Costs of compliance with any order for, grant of or agreement to provide non-monetary relief, including injunctive relief.

**c. Potential Income**

Potential income including interest and dividends not realized by you; however, this Exclusion shall not apply to loss of "business income" as provided under **SECTION A –**

**COVERAGES, Paragraph 1.b.(5) Cyber Business Interruption and Extra Expense.**

**d. Return of Payments**

Return of fees, charges, commissions or other compensation paid to you.

**e. System Changes**

Costs or "expenses" incurred to replace, upgrade, update, improve, or maintain a "system".

**f. Uniform Commercial Code**

Loss, damage, costs or "expenses" you agree to incur or incur on behalf of another natural person or entity when you are not obligated to incur such loss, costs or "expenses" under the Uniform Commercial Code or any other law, statute, rule or code anywhere in the world, including the rules or codes of any clearing or similar entity. This Exclusion does not apply to **SECTION A – COVERAGES, Paragraph 1.b.(5) Cyber Business Interruption and Extra Expense.**

**SECTION C – LIMITS OF INSURANCE**

1. The most we will pay for all Data Breach Expense Coverages and Additional Expense Coverages combined is the Data Breach Coverage Aggregate Limit of Insurance shown in the **SCHEDULE** of this Data Breach Coverage Form. The Data Breach Coverage Aggregate Limit of Insurance is an annual aggregate limit and is the most we will pay for the total of the covered losses and expenses for all "data breach" events discovered by you during the current "policy period" regardless of the number of "data breach" events.
2. The Data Breach Expense Coverages Aggregate Sublimit of Insurance shown in the **SCHEDULE** of this Data Breach Coverage Form is the most we will pay under all Data Breach Expense Coverages combined for the total of all covered losses and expenses arising out of all "data breach" events during the "policy period" regardless of the number of "data breach" events. The Data Breach Expense Coverage Aggregate Sublimit of Insurance is part of, and not in addition to, the Data Breach Coverage Aggregate Limit of Insurance.
3. The Additional Expense Coverages Aggregate Sublimit of Insurance shown in the **SCHEDULE** of this Data Breach Coverage Form is the most we will pay under all Additional Expense Coverages combined for the total of all covered losses and expenses for all "data breach" events during the "policy period" regardless of the number of "data breach" events. The Additional Expense Coverages Aggregate Sublimit of Insurance is part of, and not in addition to, the Data Breach Coverage Aggregate Limit of Insurance.

4. Regardless of the number of years this Data Breach Coverage Form remains in force or the number of premiums paid, no limits of insurance cumulate from this "policy period" to subsequent "policy periods".

**5. Discovery Policy Period Limits Apply**

A "data breach" may be first discovered by you in one "policy period", but cause covered loss or expenses in one or more subsequent "policy periods". If so, all covered loss or expenses for the "data breach" will be limited to the Data Breach Coverage Aggregate Limit of Insurance, the Data Breach Expense Coverages Aggregate Sublimit of Insurance and the Additional Expense Coverages Aggregate Sublimit of Insurance described respectively in Paragraphs 1., 2. and 3. above that are applicable to the "policy period" when the "data breach" was first discovered by you.

**6. Time Limits**

- a. You must report a "data breach", to us on or within 30 days of your discovery of the "data breach".
- b. You have up to one year from the date of reporting a "data breach", to initiate the services afforded to you.
- c. A "potentially-identified person" has up to one year from the date he or she receives notification of a "data breach" to initiate the services afforded to him or her.
- d. Once initiated, the services afforded to a "potentially-identified person" will continue for one year.
- e. Data Breach Services under **Section A – Coverages, Paragraph 1.a.** will be provided by our Designated Service Provider for a period one year from the date the Data Breach Services are initiated.

**SECTION D – DEDUCTIBLE**

The Data Breach Expense Coverages and Additional Expense Coverages provided under this Coverage Form are subject to the Data Breach Coverage Deductible shown in the **SCHEDULE** of this Coverage Form. The Data Breach Coverage Deductible applies to covered loss and expense arising out of each "data breach". Our obligation to make payments under Data Breach Expense Coverages and Additional Expense Coverages applies only to that part of covered loss and expense arising out of a single "data breach" event which is in excess of the Data Breach Coverage Deductible.

The Data Breach Coverage Deductible does not apply to **SECTION A –COVERAGES, paragraph 1.b.(6) Cyber Business Interruption and Extra Expense.** Losses payable under Cyber Business Interruption and Extra Expense are subject to the Cyber Business



Interruption Waiting Period Deductible shown on the **SCHEDULE** of this Coverage Form.

## SECTION E – CONDITIONS

### 1. Duties in the Event of a Data Breach.

You must see that the following are done in the event of a "data breach":

- a. Notify the police if a law may have been broken.
- b. Give us prompt notice of the "data breach". As stated in **SECTION A – COVERAGES**, paragraph b., you must report the "data breach" to us within 30 days of the date you first discover it.
- c. As soon as possible, give us, and/or our Designated Service Provider, a description of how, when and where the "data breach" occurred, including all of the following information as it becomes known to you:
  - (1) The method of "data breach";
  - (2) The approximate date and time of the "data breach";
  - (3) The approximate number of "potentially-identified persons" compromised as a result of the "data breach";
  - (4) A detailed description of the type and nature of the information that was compromised;
  - (5) Whether or not the information was encrypted, and, if so, the level of encryption;
  - (6) Whether or not law enforcement has been notified;
  - (7) If available, the states in which the "potentially-identified persons" are domiciled;
  - (8) If available, who received the "private personal data" as a result of the "data breach"; and any other access, information or documentation we reasonably require to investigate or adjust your claim.
- d. Take all reasonable steps to protect "private personal data" remaining in your care, custody or control.
- e. Preserve all evidence of the "data breach".
- f. Permit us to inspect the property and records proving the "data breach".
- g. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.

- h. Send us a signed, sworn statement containing the information we request to investigate the claim. You must do this within 30 days after our request. We will supply you with the necessary forms.

- i. Cooperate with us in the investigation or settlement of the claim.

### 2. Concealment, Misrepresentation or Fraud

This coverage is void in any case of fraud by you as it relates to this Data Breach Coverage Form. It is also void if you intentionally conceal or misrepresent a material fact concerning this Coverage Form or a claim under this Coverage Form.

### 3. 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 Form 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.

### 4. Two or More Coverage Parts, Forms, Endorsements or Policies Issued By Us

It is our stated intent that the various coverage parts, forms, endorsements or policies issued to you by us or any company affiliated with us do not provide any duplication or overlap of coverage for the same loss, damage, expense or "data breach". If this coverage form and any other coverage part, form, endorsement or policy issued to you by us or any company affiliated with us apply to the same loss, damage, expense, or "data breach"; the maximum Limit of Insurance under all such coverage parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part, form, endorsement or policy.

If two or more of the coverages provided under this coverage form apply to the same loss, damage, expense or "data breach"; we will not pay more than the actual amount of the loss, damage or expense.

### 5. Legal Action Against Us

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

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two years after the date of the "data breach" is first discovered by you.

### 6. Liberalization

If we adopt any revision that would broaden the coverage under this Data Breach Coverage Form

without additional premium within 45 days prior to or during the "policy period", the broadened coverage will immediately apply to this coverage form.

#### 7. No Benefit to Bailee

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

#### 8. Other Insurance

- a. If you may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Data Breach Coverage Form, we will pay only our share of the covered loss, damage or expense. Our share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same "data breach", other than that described in a. above, we will pay only for the amount for Data Breach Services, Data Breach Expense Coverages, and Additional Expense Coverages in excess of the amount due from that other insurance. We will not pay more than the applicable Limit of Insurance shown in the **SCHEDULE**.

#### 9. Policy Period, Coverage Territory

Under this Endorsement:

##### a. Policy Period

This policy applies only to "data breaches" that are first discovered by you during the "policy period".

##### b. Coverage Territory

Coverage applies anywhere in the world, provided that no trade or economic sanction, embargo, insurance or other laws or regulations prohibit the "insurer" from covering the loss. The "data breach" must involve "private personal data" that was within your care, custody or control.

Data Breach Services are only available in jurisdictions or countries that maintain "breach notice law" and, in the case of Fraud Alert, an operative credit monitoring service.

#### 10. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form 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:

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

This will not restrict your insurance.

#### 11. Cancellation

With regard to the cancellation of this policy, the provisions outlined in the Common Policy Conditions, Businessowners Coverage Part, Technology Professional Advantage, the Technology Professional Advantage Plus, whichever are included in the policy, shall apply and will automatically include the non-renewal or cancellation of this coverage form. You agree that no further notice regarding termination of this Coverage Form will be required.

#### 12. Due Diligence

You agree to use due diligence to prevent and mitigate loss covered under this Coverage Form. This includes, but is not limited to, complying with reasonable and industry-accepted protocols for providing and maintaining the following:

- a. Physical security for your premises, computer systems and hard copy files;
- b. "Computer" and Internet security;
- c. Periodic backups of computer data;
- d. Protection, including but not limited to, encryption of data, for transactions such as processing credit card, debit card and check payments; and
- e. Disposal of files containing "personal private data", including but not limited to shredding hard copy files and destroying physical media used to store "data".

#### 13. No Legal Advice Provided

We are not your legal advisor and do not provide legal counsel to you. None of the services we provide under this Coverage Form constitute legal advice to you by us. Our determination of what is or is not covered under this Coverage Form does not represent legal advice or counsel from us about what you should or should not do.

#### 14. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to "potentially-identified persons". We assume no responsibility under this Coverage

Form for any services promised to "potentially-identified persons" without our prior agreement. You must provide the following at our pre-notification consultation with you:

- a. The exact list of "potentially-identified persons" to be notified, including contact information.
- b. Information about the "data breach" that may appropriately be communicated with "potentially-identified persons".

#### 15. Service Providers

- a. We will only provide Data Breach Services through our Designated Service Provider(s). Any such services that are provided by any other individual or entity will not be covered by this Coverage Form.
- b. We will only pay Data Breach Expense Coverages and Additional Expense Coverages (except for Data Breach Ransom Coverage and Data Breach Reward Coverage) that are provided by service providers approved by us prior to the start of any of these services. If we suggest a service provider(s) but you prefer to use an alternative service provider(s), our coverage is subject to the following limitations:
  - (1) Such alternate service provider(s) must be approved by us; and
  - (2) Our payment for services provided by any alternative service provider(s) will not exceed the amount that we would have paid using the service provider we had suggested.
- c. You will have a direct relationship with any service provider, including our Designated Service Provider, paid for in whole or in part under this Coverage Form. All service providers work for you.

#### 16. Data Breach Services

The following conditions apply with respect to any data breach services provided to you or to any "potentially-identified person" or "identified person" by our designees or any service firm paid for under this Data Breach Coverage Form:

- a. The effectiveness of data breach services depends on your cooperation and assistance.
- b. All data breach services may not be available or applicable to all "potentially identified persons" or "identified persons". For example, "potentially identified persons" who are minors or foreign nationals may not have credit records that can be provided or monitored.
- c. We do not warrant or guarantee that the data breach services paid for in whole or in part by this Coverage Form will end or eliminate all

problems associated with a covered "data breach".

- d. We are not liable for any act or omission by any Designated Service Provider who is not our employee nor the employee of a third party provider of the data breach services described in this Coverage Form. We cannot be held responsible for failure to provide or for the delay in providing services when such failure or delay is caused by conditions beyond our control.
- e. Data Breach Services are only available in jurisdictions or countries that maintain "breach notice law" and, in the case of Fraud Alert, an operative credit monitoring service.

#### 17. Cooperation

You agree to cooperate with and provide full disclosure of the circumstances surrounding a "data breach" to applicable federal or state regulators, law enforcement personnel, to us, and to our Designated Service Provider(s).

If you fail to cooperate, we will not be obliged under this contract for any services and expenses that cannot be provided due to your failure to cooperate.

#### 18. Appraisal

If we and you disagree on the amount of net income, operating expense or 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 amount of the net income, operating expense and 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.

#### SECTION F – DEFINITIONS

##### 1. Account Takeover

"Account takeover" means the takeover by a third party of one or more existing deposit accounts, credit card accounts, debit card accounts, ATM cards, or lines of credit in the name of an "identified person".

##### 2. Breach Notice Law

"Breach Notice Law" means any federal, state, local or foreign privacy legislation, regulation and

their functional equivalent that requires an entity to provide notice to affected natural persons or data protection authorities regarding any actual or potential unauthorized access to "private personal data".

### 3. Breach Restoration Expenses

"Breach Restoration Expenses" means the reasonable cost of the blank "media" and the reasonable cost of labor for the actual transcription or copying of "data" or "media" in order to reproduce such "data" or replace such "media" from "data" and/or media of comparable kind or quality.

### 4. Business Income

"Business Income" means your:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if there had been no impairment or denial of "business operations" due to a covered "data breach" and
- b. Continuing normal operating expenses incurred, including payroll.

"Business income" does not include interest or investment income.

### 5. Business Operations

"Business Operations" means your usual and regular business activities.

### 6. Computer

"Computer" means a device or group of hardware devices on which software, applications, script, code and "computer" programs containing "data" can be operated and viewed.

### 7. Cyber Attack

"Cyber Attack" means the transmission of fraudulent or unauthorized "data" that is intended to and successfully modifies, alters, damages, destroys, deletes, records, transmits, or consumes information within a "system" without authorization, including "data" that is self-replicating or self-propagating, and which causes the disruption of the normal operation of a "system".

### 8. Data

"Data" means a representation of information, knowledge, facts, concepts or instructions which are being processed or have been processed in a "computer".

### 9. Data Breach

"Data breach" means:

- a. The loss, theft, accidental release or accidental publication of "private personal data" entrusted to you as respects one or more "potentially-identified persons" if such loss, theft, accidental release or accidental

publication has or could reasonably result in the fraudulent use of such information;

- b. Failure to protect "private personal data" including a "Cyber Attack" on your "system" or the actions of a "rogue employee" which directly results in the unauthorized disclosure of "private personal data";
- c. The theft or negligent loss of hardware, "media", "system output", "data" or other documents owned or controlled by you, or on your behalf, on which "private personal data" is stored or recorded;
- d. The failure or violation of the security of your "system" including the impairment or denial of access to your "system", including a "Cyber Attack" or unauthorized acts or omissions by a "rogue employee" which damages or harms your "system" or the "system" of a third party for whom you provide "services" for a fee;
- e. The theft or loss of hardware or "media" controlled by you, or on your behalf, on which "data" is stored;
- f. Disposal or abandonment of "private personal data" without appropriate safeguards such as shredding or destruction, subject to the following provisions:
  - (1) Your failure to use appropriate safeguards must be accidental and not intentional, reckless or deliberate and not in violation of your Due Diligence obligations under Paragraph 2. **Additional Conditions**, Paragraph a.;
  - (2) Such disposal or abandonment must take place during the time period for which this Data Breach Coverage Form is effective; or
- g. The failure to disclose an event described in a. thru f. above which violates any "breach notice law".

All incidents of "data breach" that are discovered at the same time or arise from the same cause or from a series of similar causes would be considered one "data breach". All theft of "private personal data" caused by any person or in which that person is involved, whether the result of a single act or series of related acts, is considered a single incident of "data breach".

### 10. Defense Expenses

"Defense Expenses" means the reasonable and necessary legal fees and expenses including attorney fees and expert fees incurred by us or by you (other than regular or overtime wages, salaries, fees or benefits of you or your employees) in the investigation, defense, settlement and appeal of a claim, including but not

limited to cost of consultants and witnesses, premiums for appeal, injunction, attachment or supersedes bonds regarding such claim.

#### 11. Electronic Data

"Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from 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 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.

#### 12. Expense

"Expense" means "Business Income", "Extra Expense", "Breach Restoration Expenses", and loss payable under the Data Breach Theft coverage incurred by you.

#### 13. Extra Expense

"Extra Expense" means the reasonable and necessary expenses you incur during the "period of restoration" in an attempt to continue "business operations" that have been interrupted due to a "data breach" and that are over and above the expenses such you would have incurred if no loss had occurred. "Extra expense" does not include any costs of updating, upgrading or remediation of your "system" that are not otherwise covered under this Coverage Part.

#### 14. Fines, Penalties or Assessments

"Fines, penalties or assessments" means any fines, assessments, surcharges, attorneys' fees, court costs or other penalties which you shall be required to pay as a result of a "data breach" or pursuant to any contract, law, regulation or order.

#### 15. Identified Person

"Identified person" means a "potentially-identified person" who is or appears to be a victim of "identity theft" or "account takeover" that may reasonably have arisen from a covered "data breach".

#### 16. Identity Theft

"Identity theft" means the fraudulent use of "private personal data". This includes the fraudulent use of such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

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

"Identity theft" does not include the use of a valid credit card, credit account or bank account. However, "identity theft" does include the fraudulent alteration of account profile information, such as the address to which statements are sent.

#### 17. Media

"Media" means electronic applications, software, scripts and programs on which "data" is stored so that it can be collected, read, retrieved or processed by a "computer". "Media" does not mean paper, or other tangible property, money, debt, equity, instruments, accounts, bonds, bills, records, abstracts, deeds or manuscripts

#### 18. Network

"Network" means any services provided by or through the facilities of any electronic or "computer" communication system, allowing the input, output, examination, visualization or transfer of "data" or programs from one "computer" to your "computer". "Network" includes any shared networks, Internet access facilities, or other similar facilities for such systems, in which you participate.

#### 19. Period of Restoration

"Period of Restoration" means:

##### a. The period of time that begins:

- (1) For "Extra Expenses", immediately after the actual or potential impairment or denial of "business operations" occurs; and
- (2) For the loss of "Business Income", after 24 hours or the number of hours shown as the Cyber Business Interruption Waiting Period Deductible in the **SCHEDULE** on this Coverage Forms, whichever is greater, immediately following the time the actual impairment or denial of "business operations" first occurs.

##### b. The "Period of Restoration" ends on the earlier of the following:

- (1) The date "business operations" are restored, with due diligence and dispatch, to the condition that would have existed had there been no impairment or denial; or
- (2) Sixty (60) days after the date the actual impairment or denial of "business operations" first occurs;

The expiration date of this Policy or Coverage Part will not cut short the "period of restoration".

#### 20. Policy Period

"Policy Period" means the period of time from the inception date shown the Declarations to the earlier of the expiration date shown in the

Declarations or the effective date of termination of the Policy or Data Breach Coverage Form.

## 21. Potentially-Identified Person

"Potentially-identified person" means any person who is your current, former or prospective customer, employee, client, member, or patient and whose "private personal data" is lost, stolen, accidentally released or accidentally published by a "data breach" covered under this Coverage Form.

"Potentially-identified person" does not include any business or organization. Only an individual person may be a "potentially-identified person".

A "potentially-identified person" may reside anywhere in the world.

## 22. Private Personal Data

"Private Personal Data" means a natural person's first name or first initial and last name in combination with:

- a. Non-public personally identifiable information, as defined in applicable federal, state, local or foreign legislation or regulations including, social security number, driver's license number or other personal identification number (including an employee identification number or student identification number);
- b. Financial account number (including a bank account number, retirement account number or healthcare spending account number);
- c. Credit, debit or payment card numbers;
- d. Information related to employment by you;
- e. Individually identifiable information considered nonpublic personal information pursuant to Title V of the Gramm-Leach Bliley Act of 1999, as amended; or
- f. Individually identifiable information considered protected health information pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended;

which is intended to be accessible only by natural persons or entities you have specifically authorized to have such access.

"Private personal data" does not mean or include information that is otherwise available to the public, such as names and addresses with no

correlated Social Security numbers or account numbers.

## 23. Proactive Monitoring Services

"Proactive monitoring services" means the following services if you offer to provide them to "potentially-identified persons" who contact our Designated Service Provider:

- a. A credit report;
- b. credit monitoring; and or
- c. fraud/public records monitoring service or services.

## 24. Regulatory Investigation

"Regulatory Investigation" means a formal request for information, civil investigative demand or civil proceeding, including requests for information related thereto, brought by or on behalf of a state Attorney General, the Federal Trade Commission, the Federal Communications Commission or any other federal, state, local or foreign governmental agency.

## 25. Rogue Employee

"Rogue Employee" means a permanent employee of yours, other than an "executive", who has gained unauthorized access or has exceeded authorized access to a "system" or "private personal data" owned or controlled by you or an entity that is authorized by you to hold, process or store "private personal data" for your exclusive benefit.

## 26. Services

"Services" means "computer" time, data processing, storage functions or other uses of your "system".

## 27. System

"System" means a "computer", "media" and all input, output, processing storage and communication devices controlled, supervised or accessed by operating software that is proprietary to, or licensed to, the owner of the "computer".

## 28. System Output

"System Output" means a tangible substance on which "private personal data" is printed from a "System".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MINNESOTA CHANGES – DATA BREACH COVERAGE FORM

This endorsement modifies insurance provided under the following:

### DATA BREACH COVERAGE FORM

**A. SECTION E – CONDITIONS, paragraph 2. is replaced by the following:**

**2. Concealment, Misrepresentation or Fraud**

We will not pay for any loss or damage if any insured has:

- a. Before a loss, willfully; or
- b. After a loss, willfully and with intent to defraud;

concealed or misrepresented any material fact or circumstances concerning:

- c. This Coverage Form; or
- d. A claim under this Coverage Form.

**B. The following changed are made to SECTION E – CONDITIONS, paragraph 1. Duties in the Event of a Data Breach:**

- 1. The requirement to notify us can be satisfied by notifying our agent, subject to all other terms of such requirement. Further the requirement to provide us with prompt notice of the "data breach" can be satisfied by written or oral notification.
- 2. Subparagraph c. is deleted.
- 3. Subparagraph g. is replaced by the following:
  - g. After we inform an insured:
    - (1) Of the right to counsel; and
    - (2) That an insured's answers may be used against the insured in later civil or criminal proceedings; e 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. In the event of an examination, an insured's answers must be signed
- 4. Subparagraph h. is replaced by the following:
  - h. Send us, within 60 days after our request, a signed, sworn proof of loss containing the following information we require to investigate the claim:

- (1) A description of how and when the loss or damage occurred;
- (2) The value of the property, except in the case of a total loss of an insured building;
- (3) The interest of the insured and all others in the property; and
- (4) Other insurance which may cover the loss or damage.

We will supply you with the necessary forms.

**C. SECTION E – CONDITIONS, paragraph 10. is replaced by the following:**

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

- a. If any person or organization to or for whom we make payment under this Coverage Form 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. However, our rights do not apply against:

- (1) An insured; or
- (2) Any person or organization insured under another policy which was issued by us and responds to the same loss;

provided the loss was not intentionally caused by such insureds.

- b. You may waive your rights against another party in writing:

- (1) Prior to a "data breach".
- (2) After a "data breach" only if, at the time of loss, that party is one of the following:

- (a) Someone insured by this insurance, unless the loss was

caused intentionally by such insured;

(b) A business firm:

(i) Owned or controlled by you;  
or

(ii) That owns or controls you; or

(3) Your tenant.

This will not restrict your insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OTHER COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

For the purpose of this endorsement only, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

It is our stated intent that the various coverage parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "occurrence", offense, accident or loss.

If this endorsement and any other coverage part, form,

endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "occurrence", offense, accident or loss, the maximum Limit of Insurance under all such coverage parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued to the named insured by us specifically to apply as excess insurance over this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – ABUSE OR MOLESTATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION 1 – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:**

#### Abuse or Molestation

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

- (1) The actual or threatened abuse or molestation by anyone of any person, whether or not the abuse or molestation was specifically intended or resulted from negligent conduct, or whether or not any insured subjectively intended the injury or damage for which a claim is made; or
- (2) The negligent:

- (a) Employment;
- (b) Investigation;
- (c) Supervision;
- (d) Reporting to the proper authorities, or failure to so report; or
- (e) Retention;  
of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

This exclusion applies except to the extent insurance is available under any endorsement providing physical abuse, sexual misconduct or sexual molestation liability coverage.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PHYSICAL ABUSE, SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY COVERAGE ENDORSEMENT (OCCURRENCE – SEPARATE AGGREGATE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**"Physical Abuse, Sexual Misconduct or Sexual Molestation" Each Incident Limit: \$1,000,000**

**"Physical Abuse, Sexual Misconduct or Sexual Molestation" Aggregate Limit: \$3,000,000**

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

Except for the insurance provided by this endorsement, the Coverage Part to which this endorsement is attached does not apply to any claim or "suit" seeking damages arising out of any actual or alleged "physical abuse, sexual misconduct or sexual molestation incident".

**A. For the purpose of coverage provided by this endorsement, the following is added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

#### **PHYSICAL ABUSE, SEXUAL MISCONDUCT AND SEXUAL MOLESTATION**

a. We will pay those sums the insured becomes legally obligated to pay as damages because of "injury" arising out of a "physical abuse, sexual misconduct or sexual molestation incident" 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 "injury" to which this insurance does not apply. We may, at our discretion, investigate any "physical abuse, sexual misconduct or sexual molestation incident" 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** as modified below; 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 expressly provided for under

#### **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B.**

b. This insurance applies to "injury" only if:

- (1) The "injury" arises out of a "physical abuse, sexual misconduct or sexual molestation incident" that takes place in the "coverage territory";
- (2) The first act of a "physical abuse, sexual misconduct or sexual molestation incident" occurs during the policy period; and
- (3) Prior to the policy period no insured listed under **SECTION II – WHO IS AN INSURED**, Paragraph 1. and no "employee" authorized by you to give or receive notice of a "physical abuse, sexual misconduct or sexual molestation incident" or claim knew that the "physical abuse, sexual misconduct or sexual molestation incident" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "physical abuse, sexual misconduct or sexual molestation incident" occurred, then any multiple, continuous, related or repeated acts of such "physical abuse, sexual misconduct or sexual molestation incident" during or after the policy period will be deemed to have been known prior to the policy period.

c. A "physical abuse, sexual misconduct or sexual molestation incident" which occurs during the policy period and was not, prior to the policy period, known to have occurred by

any insured listed under **SECTION II – WHO IS AN INSURED**, Paragraph 1. or any "employee" authorized by you to give or receive notice of a "physical abuse, sexual misconduct or sexual molestation incident" or claim, includes any multiple, continuous, related or repeated acts of that "physical abuse, sexual misconduct or sexual molestation incident" after the end of the policy period.

- d. A "physical abuse, sexual misconduct or sexual molestation incident" will be deemed to have been known to have occurred at the earliest time when any insured listed under **SECTION II – WHO IS AN INSURED**, Paragraph 1. or any "employee" authorized by you to give or receive notice of a "physical abuse, sexual misconduct or sexual molestation incident" or claim:

- (1) Reports all or any part of the "physical abuse, sexual misconduct or sexual molestation incident" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "physical abuse, sexual misconduct or sexual molestation incident"; or
- (3) Becomes aware by any other means that the "physical abuse, sexual misconduct or sexual molestation incident" has occurred or has begun to occur.

- B. For the purpose of coverage provided by this endorsement, **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. Exclusions is replaced by the following:

## 2. Exclusions

The insurance provided under this endorsement does not apply to:

### a. Participating In or Knowingly Allowing "Physical Abuse, Sexual Misconduct or Sexual Molestation"

Any person who participated in, knowingly allowed or directed any "physical abuse, sexual misconduct or sexual molestation incident".

### b. Dishonest, Fraudulent, Criminal, Wrongful or Malicious Act

"Injury" arising out of any intentional, dishonest, fraudulent, criminal, wrongful or malicious act committed by, knowingly allowed, or directed by the insured, including the willful or reckless violation of any statute or law.

This exclusion applies even if:

- (1) The insured or the person causing the "injury" lacks the mental capacity to control or govern his or her own conduct; or
- (2) The insured or the person causing the "injury" temporarily lacks the capacity to control or govern his or her own conduct or is temporarily unable to form any intent to cause harm.

This exclusion applies regardless whether the insured or the person causing the "injury" is actually charged with or convicted of a crime.

### c. Sex Discrimination

"Injury" arising out of sex discrimination.

### d. Contractual

Liability assumed by any insured under any 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.

### e. Workers Compensation

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

### f. Employer's Liability

Any claim made by or on behalf of:

- (1) Any "employee" of the insured arising out of and in the course of employment by any insured; or
- (2) Any person as a consequence of (1) above.

This exclusion applies:

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

### g. Employment-Related Practices

Any claim by or on behalf of:

- (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 or discrimination directed at that person; or

- (2) Any person as a consequence of "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:

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

**h. Punitive or Exemplary Damages**

Any sum awarded for punitive, exemplary, or multiplied damages, taxes, fines, or penalties arising out of any "physical abuse, sexual misconduct or sexual molestation incident".

**i. "Injury", "Property Damage", "Personal and Advertising Injury"**

- (1) "Injury" for which insurance is provided by other insurance, or which would have been provided but for the exhaustion of limits; or
- (2) "Property damage"; or
- (3) "Personal and advertising injury", except to the extent provided in this endorsement.

**j. Prior Incident**

"Injury" that results from a "physical abuse, sexual misconduct or molestation incident" that first commenced prior to the beginning of the policy period for this insurance.

**C. For the purpose of coverage provided by this endorsement, the following is added to SECTION II – WHO IS AN INSURED:**

However, none of the following is an insured for the purpose of coverage provided by this endorsement:

1. Any person who participated in, knowingly allowed or directed a "physical abuse, sexual misconduct or sexual molestation incident"; or
2. Any person who knew of a "physical abuse, sexual misconduct or sexual molestation incident" and failed to comply with any applicable federal, state or local laws, ordinances or regulations which require the reporting of such incident.

**D. For the purpose of coverage provided by this endorsement, SECTION III – LIMITS OF INSURANCE is replaced by the following:**

**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Schedule above 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 "Physical Abuse, Sexual Misconduct or Sexual Molestation" Aggregate Limit is the most we will pay for all damages because or arising in any way out of "physical abuse, sexual misconduct or sexual molestation" to which this insurance applies.
3. Subject to the "Physical Abuse, Sexual Misconduct or Sexual Molestation" Aggregate Limit, the "Physical Abuse, Sexual Misconduct or Sexual Molestation" Each Incident Limit is the most we will pay for all damages sustained in any one "physical abuse, sexual misconduct or sexual molestation incident".
4. The Limits of Insurance 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, 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. For the purpose of coverage provided by this endorsement, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of an Act, Error, Omission, Claim or "Suit", paragraph a. is replaced by the following:**

2. **Duties in the Event of an Act, Error, Incident, Omission, Claim or "Suit"**
  - a. You must see to it that we are notified as soon as practicable of a "physical abuse, sexual misconduct or sexual molestation incident" or an act, error, incident, omission, claim or "suit" which may result in a claim. Notice should include:
    - (1) How, when and where the "physical abuse, sexual misconduct or sexual molestation incident" or act, error or omission took place;
    - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature of any injury arising out of the "physical abuse, sexual misconduct or sexual molestation incident" or act, error or omission.

F. For the purpose of coverage provided by this endorsement, the following are added to **SECTION V – DEFINITIONS:**

1. "Injury" means
  - a. "Bodily injury";
  - b. Mental anguish or emotional distress;
  - c. Oral, written or electronic publication of material that slanders or libels a person or organization;
  - d. Oral, written or electronic publication of material that violates a person's right of privacy; or
  - e. 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;
 caused by a "physical abuse, sexual misconduct or sexual molestation incident".
2. "Physical abuse, sexual misconduct or sexual molestation" means actual or alleged physical abuse, sexual misconduct or sexual molestation arising out of a single, continuous or repeated exposure of one or more persons to acts of a physical abuse or sexual nature committed by:
  - a. One person; or

- b. Two or more persons acting together or in related acts or series of acts.

However, "physical abuse, sexual misconduct or sexual molestation" does not include employment-related sexual harassment.

3. "Physical abuse, sexual misconduct or sexual molestation incident" means an act or multiple, continuous, related or repeated acts of "physical abuse, sexual misconduct or sexual molestation" by one person or two or more persons acting together. All acts of "physical abuse, sexual misconduct or sexual molestation" by any one person, or two or more persons acting together will be deemed as one incident. The "physical abuse, sexual misconduct or sexual molestation incident" will be deemed to occur when the first "physical abuse, sexual misconduct or sexual molestation incident" takes place regardless of:
  - a. The number of persons injured;
  - b. The time period over which the "injury" took place;
  - c. The number of such acts; or
  - d. Whether each such person participated in each act.

All "physical abuse, sexual misconduct or sexual molestation incidents" by one person, or two or more persons acting together will be considered one "physical abuse, sexual misconduct or sexual molestation incident".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured - Primary and Non-Contributory

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

### Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

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

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when 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 c. below.



**b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
  - (d) 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**.
- (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.

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

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS**, Definition 3. "bodily injury" is replaced by the following:

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

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

**6. Knowledge of Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

**7. Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Liberalization Clause**

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

**8. Medical Payments – Extended Reporting Period**

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**9. Newly Acquired Or Formed Organizations**

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

**10. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

- (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;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

**11. Supplementary Payments Increased Limits**

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 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.

- 1.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 \$1000 a day because of time off from work.

**12. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**13. Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – HUMAN SERVICES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Aggregate Limit per Location	Included
3.	Broad Form Named Insured	Included
4.	Extended Property Damage	Included
5.	Innocent Party Defense Coverage for Employees	\$25,000
6.	Mobile Equipment Redefined	Included
7.	Personal Injury – Broad Form	Included
8.	Product Recall Expense	
	- Each Occurrence Limit	\$25,000
	- Aggregate Limit	\$50,000
	- Deductible	\$500
9.	Property Damage Legal Liability – Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protection Systems Damage Limit	\$1,000,000
	- Damage Caused by "Your Client " Limit	\$30,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED:**

##### Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor:
  - (1) Only applies to the extent permitted by law;
  - (2) Will not be broader than the insurance you are required by the contract or agreement to provide for such vendor;
  - (3) Will not be broader than coverage provided to any other insured; and
  - (4) Does not apply if the "bodily injury",

"property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of 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;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration,

testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspection, 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 sale of the product;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) 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;
  - (8) "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:
    - (a) The exceptions contained within the exclusion in sub-paragraphs (4) or (6) above; or
    - (b) 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.
  - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
  - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (11) 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.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Aggregate Limit Per Location

- a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

"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

## 3. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

## 4. Extended Property Damage

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph a. 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

## 5. Innocent Party Defense Coverage for Employees

The following is added to **SUPPLEMENTARY PAYMENTS- COVERAGES A AND B:**

### **Innocent Party Defense Coverage for Employees**

- a. At your request, we will reimburse you for the sums that you voluntarily pay to an "employee" of yours for the reasonable and necessary defense costs incurred by that "employee" to defend criminal charges brought against that "employee", but this Supplementary Payment only applies if:

- (1) The acts out of which such criminal charges arise are alleged to have:
  - (a) Arisen out of and in the course of your employment of the "employee"; and
  - (b) Been committed by your "employee" against your client; and
  - (c) Taken place during that period of time that the "employee" was employed by you; and
  - (d) Taken place during the policy period and in the "coverage territory"; and
- (2) All the criminal charges are either dismissed with prejudice or your "employee" is found not guilty of all criminal charges by a court of law.

- b. We will not reimburse you for any sums that you voluntarily pay to your "employee" for the reasonable and necessary defense costs that employee incurs to defend the criminal charges made against that "employee":

- (1) For any criminal charge(s) arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft;
- (2) For any criminal charge(s) where your "employee" receives anything less than either a complete dismissal with prejudice or a not guilty verdict on all charges, including without limitation, any deferred adjudication or similar finding of guilt that is held in abeyance for any reason, pending the completion of any remedial activity such as community service or counseling; or

- (3) For any fines or penalties whatsoever.

The most will pay under this provision is \$25,000 during the policy period regardless of the number of requests for reimbursement made by you.

### **6. Mobile Equipment Redefined**

**SECTION V – DEFINITIONS**, Definition 12. "Mobile equipment", Paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

### **7. Personal Injury – Broad Form**

- a. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. **Exclusions**, subparagraph e. is deleted.

- b. **SECTION V – DEFINITIONS**, Definition 14. "Personal and advertising injury" Paragraph b. is replaced by the following:

- b. Malicious prosecution or abuse of process.

- c. The following is added to **SECTION V – DEFINITIONS**, Definition 14. "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

- (1) Not done intentionally by or at the direction of:

- (a) The insured;

- (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

- (2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

- d. The following is added to **SECTION V – DEFINITIONS**:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

- e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

### **8. Product Recall Expense**

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph n. is replaced by the following:

- 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, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

- (4) Failure of any products to accomplish their intended purpose;
- (5) Breach of warranties of fitness, quality, durability or performance;
- (6) Loss of customer approval, or any cost incurred to regain customer approval;
- (7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (8) Caprice or whim of the insured;
- (9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
- (11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

- b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.

**COVERAGE A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

**Product Recall Expense Limits of Insurance**

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product

Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.
- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- g. **Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance 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 the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS**:

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:
  - (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
  - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
  - (3) Remuneration paid to your regular "employees" for necessary overtime;
  - (4) Hiring additional persons, other than your regular "employees";
  - (5) Expenses incurred by "employees" including transportation and accommodations;
  - (6) Expenses to rent additional warehouse or storage space;

- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
  - (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
  - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

## 9. Property Damage Legal Liability – Broad Form

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to:

- a. Damage by fire, lightning, explosion, smoke or leakage from fire protective systems; and
- b. Damage caused by "your client"

to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above:

- a. 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, rented to you or temporarily occupied by you, with permission of the owner:
  - (1) From fire, lightning, explosion, smoke and leakage from fire protective systems;
  - (2) Caused by "your client"; or
  - (3) Any combination of (1) and (2) above.

- b. The Damage to Premises Rented to You Limit is the higher of:
  - (1) \$1,000,000; or
  - (2) The Damage to Premises Rented to You Limit shown in the Declarations.
- c. The Damage Caused by "Your Client" Limit is \$30,000. This limit is the most we will pay for "property damage" caused by "your client" to premises, rented to you or temporarily occupied by you, with permission of the owner. This limit is included within and not in addition to The Damage to Premises Rented to You Limit.
- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 4. Other Insurance, Paragraph b.(2)** is replaced by the following:
  - (2) That is property insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- d. **SECTION V – DEFINITIONS, Definition 9.** "Insured contract", Paragraph a. 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, leakage from fire protective systems, or damage caused by "your client" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
  - e. This coverage does not apply if Damage to Premises Rented to You of Coverage A is excluded either by the provisions of this Coverage Part or by endorsement.
  - f. For the purposes of this coverage only, "Your client" means a person who is under your direct care and supervision.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



**COMMERCIAL GENERAL LIABILITY  
CG 21 06 05 14**

**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.

**COMMERCIAL GENERAL LIABILITY  
CG 21 55 09 99**

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

**TOTAL POLLUTION EXCLUSION  
WITH 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 "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) 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

- (b) 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".

**COMMERCIAL GENERAL LIABILITY  
CG 21 73 01 15**

**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.

## CYBER LIABILITY COVERAGE PART

### CLAIMS-MADE WARNING

THIS COVERAGE PART INCLUDES COVERAGES WRITTEN ON A CLAIMS-MADE BASIS UNDER INSURING AGREEMENTS A. AND B. SUBJECT TO ITS TERMS, CLAIMS-MADE COVERAGE APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE "INSUREDS" DURING THE "POLICY PERIOD" OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS

### "DEFENSE EXPENSES" WITHIN LIMITS AND DEDUCTIBLE

THE LIMITS OF LIABILITY WILL BE REDUCED AND CAN BE COMPLETELY EXHAUSTED BY THE PAYMENT OF COVERED "DEFENSE EXPENSES". IN THE EVENT THAT THE LIMIT OF LIABILITY IS EXHAUSTED, THE "INSURER" SHALL NOT BE LIABLE FOR "DEFENSE EXPENSES", JUDGMENTS OR SETTLEMENTS IN EXCESS OF THE APPLICABLE LIMIT. INSURING AGREEMENTS A. AND B. ARE SUBJECT TO DEDUCTIBLE AMOUNTS STATED IN THE DECLARATIONS. AMOUNTS INCURRED FOR "DEFENSE EXPENSES" ARE SUBJECT TO THE APPLICABLE DEDUCTIBLE

Words and phrases that appear in quotation marks have special meaning. Refer to **SECTION IX – DEFINITIONS**.

### SECTION I – INSURING AGREEMENTS

#### A. Privacy and Security Liability

The "insurer" will pay on behalf of the "insured", "loss" which the "insured" is legally obligated to pay due to a "claim" first made against the "insured" during the "policy period", or Extended Reporting Period if applicable, and which arises out of a "Privacy Breach" or a "Security Breach" to which this insurance applies.

#### B. Cyber Media Liability

The "insurer" will pay on behalf of the "insured", "loss" which the "insured" is legally obligated to pay due to a "claim" first made against the "insured" during the "policy period", or Extended Reporting Period if applicable, and which arises out of a "Cyber Media Breach" to which this insurance applies.

With respect to **Insuring Agreements A. and B.** above, this insurance applies to "Privacy Breach", "Security Breach" or "Cyber Media Breach" only if the "Privacy Breach", "Security Breach" or "Cyber Media Breach" did not occur before the Retroactive Date shown in the Cyber Declarations or after the end of the "policy period". The Retroactive Date is the specific date shown in **Item 4.** of the Cyber Declarations. If 'none' or no date is entered, the Retroactive Date will be the same as the policy inception date shown in **Item 2.** of the Cyber Declarations.

### SECTION II – EXCLUSIONS

This insurance does not apply to any "loss" or "claim":

#### A. Prior Notice

Based upon, arising out of or in any way related to any "Security Breach", "Privacy Breach", "Cyber Media Breach", investigation, proceeding, act, event, transaction, decision, fact, circumstance or situation which has been the subject of any notice

given to any other insurer, under any similar prior Policy or Coverage Part of which this Policy or Coverage Part is a direct or indirect renewal or replacement.

#### B. Past Events

Based upon, arising out of or in any way related to any "Security Breach", "Privacy Breach", "Cyber Media Breach", investigation, proceeding, act, event, result, damage, transaction, decision, fact, circumstance or situation which occurred, in whole or in part, prior:

1. To the applicable Retroactive Date set forth in **Item 4.** of the Cyber Declarations; or
2. To the date an entity became a "subsidiary".

#### C. Bodily Injury or Property Damage

For the physical injury to or destruction of any tangible property, including loss of use of that property and loss of use of property that is not physically damaged; or for bodily injury, mental anguish, humiliation, emotional distress, disability, sickness, disease, death, assault or battery sustained by any individual, however this Exclusion shall not apply to "loss" due to a "claim" for any mental anguish, humiliation or emotional distress resulting from a "Privacy Breach" or "Cyber Media Breach".

#### D. Conduct

Based upon, arising out of or in any way related to any dishonest or fraudulent act or omission, or a willful violation of any statute or regulation. However, this Exclusion shall not apply to "defense expenses" unless and until a final or non-appealable judgment or adjudication in any underlying proceeding or action establishes such an act or omission or violation.

No conduct pertaining to any "insured individual" shall be imputed to any other "insured individual" for the purpose of determining the applicability of this exclusion. Any conduct pertaining to any past, present or future "executive" of an "insured entity" shall be imputed to such "insured entity" and its "subsidiaries".

#### **E. Contract**

Based upon, arising out of or in any way related to liability assumed through any oral or written contract or agreement to which an "insured" is a party; however, this Exclusion shall not apply to a "Security Breach" or "Privacy Breach".

#### **F. Pollution**

Based upon, arising out of or in any way related to:

The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

1. "Loss", cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants"; or
2. Any regulation, direction, request or order by or on behalf of a governmental authority to test for, monitor, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

#### **G. Nuclear**

Based upon, arising out of or in any way related to the radioactive, toxic, or explosive properties of nuclear material which includes, but is not limited to, Source Material, Special Nuclear Material and Byproduct Material as those terms are defined in the Atomic Energy Act of 1954 and any amendments thereto, and any similar provisions of any federal, state or local statutory or common law.

#### **H. Intentional or Willful Complicity**

Based upon, arising out of or in any way related to the "insured's" intentional or willful complicity in a covered "loss" event.

#### **I. Prior & Pending Proceedings**

Based upon, arising out of or in any way related to any litigation, administrative or arbitration proceeding, written demand pending against an "insured", or any order, decree or judgment entered prior to or on the Prior & Pending Proceedings Date set forth in the Cyber Declarations.

#### **J. Patent Infringement & Trade Secrets**

Based upon, arising out of or in any way related to any infringement of a patent or trade secret.

#### **K. Intellectual Property**

For a "Cyber Media Breach" that is based upon, arising out of or in any way related to any:

- a. Distribution or sale of, or offer to distribute or sell, any good, product or service; or
- b. Other use of any good, product or service that infringes or violates an intellectual property law or right.

#### **L. Websites**

Based upon, arising out of or in any way related to:

- a. Controlling, creating, designing, or developing any third party's Website;
- b. Controlling, creating, designing, developing, determining, or providing the content or material of any third party's Website; or
- c. Controlling, facilitating, or providing, or failing to control, facilitate, or provide, access to the internet.

#### **M. Antitrust**

Based upon, arising out of or in any way related to actual or alleged price fixing, price discrimination, restraint of trade, unfair business practices, monopolistic practices or any actual or alleged violations of the Sherman Antitrust Act of 1890 or the Clayton Act of 1914, and any amendments thereto, the Robinson-Patman Act of 1938, the Federal Trade Commission Act of 1914 or any rules or regulations promulgated in connection with such statutes, or any similar provisions of any federal, state or local statutory law or common law anywhere in the world. However, this Exclusion shall not apply to "loss" for a "claim" arising out of a "Privacy Breach".

#### **N. ERISA**

For any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the English Pension Scheme Act 1993 or the English Pensions Act 1995, all as amended, or any similar statutory or common law anywhere in the world including rules or regulations promulgated thereunder.

#### **O. "Insured" vs. "Insured"**

Brought by or on behalf of a natural person who is a director, chairperson, or "executive" of any "insured entity" or who holds a similar title or position within any "insured entity".

#### **P. Software & Computer Code**

Based upon, arising out of or in any way related to any infringement of, violation of, or assertion of,

any right to or interest in any software or its source content or material; "computer" code or its source content or material or expression method; or process designed to control or facilitate any operation or other use of a "computer" or automated "system".

#### Q. **Warranty**

Based upon, arising out of or in any way related to the failure of goods, products, or "services" to conform with any electronic, oral, written, or other representation or warranty with respect to durability, fitness, performance, quality or use.

### SECTION III – DEFENSE AND SETTLEMENT OF "CLAIMS"

- A. The "insurer" shall have the right and duty to defend any "claim" covered by this Coverage Part even if the allegation of such "claim" is groundless, false or fraudulent. The "insurer" has no duty to defend any "claim" or pay "defense expenses" for "claims" to which this insurance does not apply. The right and duty to defend any "claim" covered under this Coverage Part shall cease when the applicable Limit of Liability for the Privacy and Security Liability or the Cyber Media Liability Insuring Agreements, or the Maximum Aggregate Limit of Liability on the Cyber Declarations has been exhausted by the payment of "loss".
- B. The "insured" shall provide all information in connection with any "claim" and cooperate with the "insurer" in the investigation, defense and settlement of any "claim".
- C. No "insured" shall settle any "claim", voluntarily make any payment, assume any obligation, or incur any "defense expense" related to a "claim" without the "insurer's" consent.
- D. The "insurer" may conduct any investigation it deems necessary and settle any "claim" subject to the "named insured's" written consent to settle which shall not be unreasonably withheld. If any "insured" refuses to consent to the settlement of any "claim" which the "insurer" recommends and which is acceptable to the claimant, subject to the applicable Limit of Liability or Deductible, the "insurer's" liability for all "loss" from such "claim" shall not exceed the amount the "insurer" would have contributed to the settlement including "defense expenses" incurred up to the date of such refusal.
- E. The "insurer" shall not seek repayment from an "insured individual" of any "defense expenses" paid by the "insurer" that are deemed uninsured pursuant to **SECTION II – EXCLUSIONS** Paragraph **D. Conduct**, unless the applicable determination standard set forth in such Exclusion has been met.
- F. If the "insurer" is prevented by law or otherwise unable to defend or investigate a "claim" brought outside the United States, the "insured" under the "insurer's" supervision may arrange for the investigation, appointment of counsel and defense of such "claim". Subject to the applicable Limit of Liability and Deductible, the "insurer" will reimburse the "insured" for any reasonable and necessary "defense expenses" for such "claim".

### SECTION IV – LIMIT OF LIABILITY

Regardless of the number of "insureds", "claims", or claimants the "insurer's" liability under this Coverage Part is limited as follows:

- A. The Maximum Aggregate Limit of Liability shown in **Item 3.** of the Cyber Declarations is the most the "insurer" will pay under this Coverage Part during the "policy period" for the total of all "loss" arising from "claims" or "related claims" to which the insurance applies.
- B. Subject to the Maximum Aggregate Limit, the Limit of Liability shown in **Item 4.** of the Cyber Declarations for **Insuring Agreement A. Privacy and Security Liability** is the most the "insurer" will pay for "loss" due to "claims" or "related claims" arising out of a "Privacy Breach" or a "Security Breach" to which the insurance applies.
- C. Subject to the Maximum Aggregate Limit, the Limit of Liability shown in **Item 4.** of the Cyber Declarations for **Insuring Agreement B. Cyber Media Liability** is the most the "insurer" will pay for "loss" due to "claims" or "related claims" arising out of a "Cyber Media Breach" to which the insurance applies.
- D. If a "claim" or "related claim" is covered by more than one Insuring Agreement under this Policy or Coverage Part, then the maximum amount payable under all Insuring Agreements combined shall not exceed the largest applicable Limit of Liability.
- E. The Limit of Liability for any Extended Reporting Period, if applicable, shall be part of and not in addition to the Maximum Aggregate Limit of Liability shown in **Item 3.** of the Cyber Declarations.

### SECTION V – DEDUCTIBLE

- A. The "insurer's" liability under this Coverage Part applies only to that part of covered "loss" which is in excess of the applicable Deductible stated in **Item 4.** of the Cyber Declarations.
- B. In the event that different parts of a "claim" or "related claim" are covered under more than one Insuring Agreement, only the largest applicable Deductible amount will be applied.
- C. "Claims" or "related claims" are subject to the Deductibles applicable to the "policy period" during

which such "claims" or "related claims" are deemed to have been made.

- D. The "insurer" may, at its sole discretion, pay all or part of the Deductible amount on behalf of the "insured". In such an event, the "insured" agrees to repay the "insurer" any amount so paid.

## SECTION VI – REPORTING

- A. An "insured" shall provide the "insurer" with written notice as soon as practicable after an "executive", chief information officer or any person with responsibility for the management of insurance "claims", or any equivalent position within the "insured entity" becomes aware of a "claim", but in no event later than:

1. Ninety (90) days after the effective date of expiration or termination; or
2. The expiration date of the Extended Reporting Period, if applicable.

However, if the "insurer" sends written notice to the "named insured" stating that this Policy is being terminated for nonpayment of premium, an "insured" shall give the "insurer" written notice of such "claim" prior to the effective date of such termination.

- B. If during the "policy period", or during an applicable Extended Reporting Period, an "insured" becomes aware of an act or circumstances that may subsequently give rise to a "claim" and gives the "insurer" notice of such act or circumstances, then any "claim" subsequently arising from such act or circumstances shall be deemed made against the "insured" during the "policy period" in which the act or circumstances were first reported to the "insurer" provided that any such subsequent "claim" is reported to the "insurer" in accordance with paragraph A. above.
- C. An "insured" must give to the "insurer" the assistance, information and cooperation as the "insurer" may require and shall include in any notice of a "claim", act or circumstances of a potential "claim", a description of the "claim", act or circumstances, the nature of the alleged "Security Breach", "Privacy Breach" or "Cyber Media Breach", the nature and amount of alleged or potential damage, the names of actual or potential claimants, and the manner in which the "insured" first became aware of the "claim", circumstances or alleged "Privacy Breach", "Security Breach" or "Cyber Media Breach".

## SECTION VII – CONDITIONS

### A. Representations and Severability

1. No statement, fact pertaining to, or knowledge possessed by any "insured individual" shall be imputed to any other "insured individual".

2. By accepting this policy, the "named insured" agrees that:

- a. The statements in the Application and Cyber Declarations are accurate and complete;
- b. Those statements are based on representations the "named insured" made to the "insurer"; and
- c. The "insurer" has issued this policy in reliance upon these representations.

The unintentional failure to disclose all hazards existing as of the inception date of the policy will not prejudice the "named insured's" rights under this policy. However, this provision does not affect the "insurer's" right to collect additional premium or exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws and regulations.

### B. Spouses, Domestic Partners, Estates and Legal Representatives

Solely with respect to the **Insuring Agreements A. Privacy and Security Liability and B. Cyber Media Liability**, coverage shall extend to:

1. A lawful spouse or domestic partner, as defined under any applicable federal, state or local law, of an "insured individual" solely by reason of such person's status as spouse or domestic partner or such person's ownership interest in property which the claimant seeks as recovery from an "insured individual";
2. The estate, heirs, legal representatives or assigns of an "insured individual" if such "insured individual" is deceased, legally incompetent, insolvent or bankrupt.

Coverage shall not apply to "loss" or "claims" for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by an "insured individual's" spouse, domestic partner, heir, estate, legal representative or assigns.

### C. Legal Proceedings Against Us

1. No individual or entity has a right under this Coverage Part to join the "insurer" as a party or otherwise bring the "insurer" into a suit asking for damages from an "insured" or to sue the "insurer" on this Coverage Part unless all of its terms have been fully complied with.
2. An individual or entity may sue the "insurer" to recover on an agreed settlement or on a final judgment against an "insured" but the "insurer" 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 Liability. An agreed

settlement means a settlement and release of liability signed by the "insurer", the "insured" and the claimant or the claimant's legal representative.

#### **D. Change In Control or Exposure**

##### **1. Acquisition of the "Named Insured"**

If during the "policy period":

- a. Another individual, entity or group of individuals or entities acquires more than fifty percent (50%) of the assets of the "named insured"; or
- b. Another individual, entity or group of individuals or entities acquires more than fifty percent (50%) of the outstanding securities representing the right to vote for the election of directors, trustees, members of the Board of Managers or management committee members of the "named insured"; or
- c. The "named insured" consolidates or merges with another entity and the "named insured" is not the surviving entity; or
- d. The "named insured" emerges from bankruptcy on an effective date stated in the plan of reorganization; then the coverage provided under this Coverage Part shall continue until the termination or expiration of the "policy period", but only for "claims" for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty which occurs prior to the transaction date of such event.

The "named insured" shall notify the "insurer" of any such event described in paragraphs 1.a. thru 1.d. above as soon as practicable but no later than sixty (60) days after the effective date of the transaction, and provide such additional information as the "insurer" requires.

##### **2. Cessation of "Subsidiaries"**

If before or during the "policy period" an "insured entity" ceases to be a "subsidiary" then coverage for such "subsidiary" and its "insureds" shall continue under all Insuring Agreements until termination or expiration of this "policy period" but only for "claims" for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty that takes place prior to the date such entity ceased to be a "subsidiary".

##### **3. Acquisition of Another Organization**

If before or during the "policy period" the "insured entity" acquires the voting rights of another entity such that the acquired entity

becomes a "subsidiary", then coverage for such "subsidiary" and its "insureds" shall be provided but only for "claims" for any "Privacy Breach", "Security Breach" or "Cyber Media Breach" that takes place after the date such entity became a "subsidiary".

If during the "policy period" the "insured entity" acquires another entity and at the time of such acquisition the entity becomes a "subsidiary" (or would have but for its absorption into the "insured") and the total revenue of the acquired entity exceeded twenty five percent (25%) of the "insured entity" as of the beginning of the "policy period", then the "named insured" shall agree to any amendments to the terms of this Coverage Part, including, but not limited to, any additional premium the "insurer" may require.

#### **E. Subrogation**

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

#### **F. Other Insurance**

If other valid and collectible insurance (other than a Policy or Coverage Part issued specifically as excess of this Coverage Part) is available to the "insured" for "loss" covered under this Coverage Part, then the insurance provided by this Coverage Part shall be excess of such other insurance regardless of whether or not such insurance is primary, contributory, excess, contingent or on any other basis.

When this insurance is excess, the "insurer" will have no duty to investigate or defend any "claim" if any other insurer has a duty to defend the "insured" against that "claim". If no other insurer defends, the "insurer" will undertake to do so, but the "insurer" will be entitled to the "insured's" rights against all those other insurers.

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:

1. The total amount that all such other insurance would pay for the "loss" in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all that other insurance.



**G. 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.

**H. Territory**

Coverage applies anywhere in the world, provided that no trade or economic sanction, embargo, insurance or other laws or regulations prohibit the "insurer" from covering the "loss". However, any "claim" made must be brought and held against the "insured" in the United States of America, its territories or possessions, Puerto Rico or Canada.

**I. Cancellation And Non-Renewal**

With regard to the cancellation and non-renewal of this policy, the provisions outlined in the Commercial General Liability Coverage Part and the Common Policy Conditions or the Businessowners Coverage Part, whichever are included in the policy, shall apply and will automatically include the non-renewal or cancellation of this coverage form. You agree that no further notice regarding termination of this Coverage Form will be required.

For the purposes of the Cancellation and Nonrenewal provisions, 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.

**J. Bankruptcy**

Bankruptcy of an "insured" shall not relieve the "insurer" of its obligations under this Coverage Part.

**K. Role of Named "Insured"**

By accepting this Coverage Part, the "named insured" agrees that it is authorized to, and will act on behalf of all "insureds" with respect to any rights provided under this Coverage Part and each "insured" authorizes the "named insured" to act on its behalf with respect to all such matters.

**L. Titles and Headings**

The titles and headings in this Coverage Part are solely for convenience and form no part of the terms and conditions of coverage.

**M. Conformance to Law and Trade Sanctions**

Coverage under this Coverage Part does not apply to the extent trade, economic sanction, insurance or other laws or regulations prohibit the "insurer" from providing insurance. The terms of this Coverage Part which are in conflict with the statutes of the jurisdiction in which this Coverage Part is issued are amended to conform to those statutes.

**N. Two or More Coverage Parts, Forms, Endorsements or Policies Issued By The "Insurer"**

It is the "insurer's" stated intent that the various coverage parts, forms, endorsements or policies issued to the "named insured" by the "insurer" or any company affiliated with the "insurer"; do not provide any duplication or overlap of coverage for the same "claim" or "loss". If this coverage part and any other coverage part, form, endorsement or policy issued to the "named insured" by the "insurer", or any company affiliated with the "insurer", apply to the same "claim" or "loss"; the maximum Limit of Liability under all such coverage parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Liability under any one coverage part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by the "insurer" specifically to apply as excess insurance over this policy or Coverage Part.

**O. Due Diligence**

The "named insured" agrees to use due diligence to prevent and mitigate "loss" covered under this Coverage Part. This includes, but is not limited to, complying with reasonable and industry-accepted protocols for providing and maintaining the following:

1. Physical security for the "named insured's" premises, "computer" "systems" and hard copy files;
2. "Computer" and Internet security;
3. Periodic backups of "computer" "data";
4. Protection, including but not limited to, encryption of "data", for transactions such as processing credit card, debit card and check payments; and
5. Disposal of files containing "private personal data", including but not limited to shredding hard copy files and destroying physical "media" used to store electronic "data".

## SECTION VIII – EXTENDED REPORTING PERIODS

A. The “insurer” will provide one or more Extended Reporting Periods, as described below, if:

1. This Coverage Part is canceled or not renewed; or
2. The “insurer” renews or replaces this Coverage Part with insurance that:
  - a. Has a Retroactive Date later than the date shown in **Item 4.** of the Cyber Declarations; or
  - b. Does not apply to “loss” arising out of a “Privacy Breach”, “Security Breach” or “Cyber Media Breach” on a claims-made basis.

The “named insured” agrees that in the event of a “claim” made during an Extended Reporting Period, they will do nothing that could prejudice the position of the “insurer” or any potential or actual rights of recovery, subrogation, or contribution.

B. Extended Reporting Periods do not extend the “policy period” or change the scope of the coverage provided. They apply only to “claims” because of “loss” arising out of a “Privacy Breach”, “Security Breach” or “Cyber Media Breach” occurring prior to the end of the “policy period” but not before the retroactive date.

Once in effect, Extended Reporting Periods may not be canceled.

C. If the “insurer” cancels or does not renew this Coverage Part for any reason other than nonpayment of premium, an Automatic Extended Reporting Period will be provided without an additional premium. This period starts with the end of the “policy period” and lasts for 60 days with respect to “claims” because of “loss” arising out of a “Privacy Breach”, “Security Breach” or “Cyber Media Breach” occurring prior to the end of the “policy period” but not before the retroactive date, and not previously reported to the “insurer”.

1. This Automatic Extended Reporting Period does not apply to “claims” that are covered under any subsequent insurance the “named insured” purchases, or that would be covered but for exhaustion of the amount of insurance applicable to such “claims”.
2. The Automatic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

D. If this Coverage Part is cancelled or not renewed, the “named insured” shall have the right, upon payment of an additional premium, to an Optional Extended Reporting Period. This period starts with the end of the “policy period” with respect to “claims” because of “loss” arising out of a “Privacy

Breach”, “Security Breach” or “Cyber Media Breach” occurring prior to the end of the “policy period” but not before the retroactive date, and not previously reported to the “insurer”.

1. This Optional Extended Reporting Period does not apply to “claims” that are covered under any subsequent insurance the “named insured” purchases, or that would be covered but for exhaustion of the amount of insurance applicable to such “claims”.
2. The Optional Extended Reporting Period does not reinstate or increase the Limits of Insurance.
3. The “named insured” must give the “insurer” a written request for the Optional Extended Reporting Period endorsement within 60 days following the date of cancellation or nonrenewal. The Optional Extended Reporting Period will not go into effect unless the “named insured” pays the additional premium promptly when due. If the cancellation or nonrenewal is for nonpayment of premium, this Optional Extended Reporting Period will not be provided unless any earned premium due is paid within 60 days after the effective date of such cancellation or expiration.
4. The available Optional Extended Reporting Periods and associated additional premiums are displayed in the table below.

Optional Reporting Period	Percent of Annual Premium
One Year	100%
Two Years	150%
Three Years	200%

E. In the event similar insurance is in force covering “claims” first made during Extended Reporting Period, coverage provided by this Coverage Part shall be excess over any part of any other valid and collectible insurance available to the “insured”, whether primary, excess, contingent or on any other basis, whose “policy period” begins or continues after this “policy period” ends.

## SECTION IX – DEFINITIONS

A. “Breach Notice Law” means any federal, state, local or foreign privacy legislation, regulation and their functional equivalent that requires an entity to provide notice to affected natural persons of any actual or potential unauthorized access to their “private personal data”.

B. “Claim” means:

1. A written demand received by an “insured” for monetary damages or non-monetary relief including injunctive relief;

2. Any complaint or similar pleading initiating a judicial, civil, or administrative proceeding;
  3. An alternative dispute or arbitration proceeding to which an "insured" is provided notice and which subjects an "insured" to a binding adjudication for monetary or non-monetary relief; against an "insured" for a "Security Breach", "Privacy Breach" or "Cyber Media Breach", including any appeal therefrom.
  4. A written request first received by an "insured" to toll or waive a statute of limitations relating to a potential "claim" described in paragraphs 1. through 3. above.
- C. **"Computer"** means a device or group of hardware devices on which software, applications, script, code and "computer" programs containing "data" can be operated and viewed.
- D. **"Cyber Attack"** means the transmission of fraudulent or unauthorized "data" that is intended to and successfully modifies, alters, damages, destroys, deletes, records, transmits, or consumes information within a "system" without authorization, including "data" that is self-replicating or self-propagating, and which causes the disruption of the normal operation of a "system".
- E. **"Cyber Content"** means the electronic display, electronic transmission, or electronic dissemination of information through a "network" or through an insured's "system", including through email and an "insured entity's" internet website(s).
- F. **"Cyber Media Breach"** means the alleged or actual unintentional and unauthorized:
1. Infringement of a collective mark, service mark, service name, trademark, trade dress, domain name, commercial logo, commercial slogan, commercial symbol, commercial title, copyright, name of a product, service or entity, or title of an artistic or literary work;
  2. Plagiarism or unauthorized use of protected literary or artistic work, format, character or performance;
  3. Invasion or interference with the right of publicity including name, persona, voice or likeness;
  4. Defamation, libel, slander, trade libel, false light or other tort directly arising from the disparagement of or harm to the reputation or character of any person or entity;
- resulting directly from "cyber content" of the "insured entity".
- G. **"Data"** means a representation of information, knowledge, facts, concepts or instructions which are being processed or have been processed in a "computer".
- H. **"Defense Expenses"** means the reasonable and necessary legal fees and expenses including attorney fees and expert fees incurred by the "insurer" or the "insured" (other than regular or overtime wages, salaries, fees or benefits of "insured individuals") in the investigation, defense, settlement and appeal of a "claim", including but not limited to cost of consultants and witnesses, premiums for appeal, injunction, attachment or supersedes bonds regarding such "claim".
- I. **"Executive"** means an "insured entity's" Chief Executive Officer, Chief Financial Officer, President and In-House General Counsel.
- J. **"Insured"** means the "named insured", any "subsidiary" and any "insured individual".
- K. **"Insured Individual"** means any natural person who is:
1. A duly elected past, present or future director, officer, trustee, manager, in-house general counsel, committee member of a duly constituted committee; or
  2. A past, present or future employee (other than an independent contractor) including any part-time, seasonal, leased and temporary employees, and volunteers;
- including equivalent positions anywhere in the world, but only while such person is acting within the scope of his or her duties as such.
- L. **"Insured Entity"** means the "named insured" and any "subsidiary".
- M. **"Insurer"** means the company providing this insurance as designated in the Cyber Declarations.
- N. **"Liquidated Damages"** means a sum of money stipulated by the parties to a contract as the amount of damages to be recovered for a breach of such contract.
- O. **"Loss"** means "defense expenses" and the amount the "insured" is legally obligated to pay as a result of a "claim" including:
1. Monetary judgments, awards or settlements, pre-judgment interest and post-judgment interest and compensatory damages;
  2. Punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the law of the jurisdiction most favorable to the insurability of such damages where such jurisdiction has a substantial relationship to the "insured", the "insurer", or to the "claim" giving rise to such damages; or
  3. Civil fines or penalties assessed against an "insured individual" if, and to the extent, such

finances or penalties are insurable under the law of the jurisdiction in which such fines and penalties are assessed.

However, "loss" does not include:

4. The cost or expense incurred to replace, upgrade, update, improve, remediate or maintain a "system";
5. Any amount deemed uninsurable by law;
6. Taxes;
7. Any amount incurred by an "insured" in the defense or investigation of any action, proceeding or demand that was not a "claim" even if such amount also benefits the defense of a covered "claim" or such action, proceeding or demand that subsequently gives rise to a "claim";
8. Return of fees, charges, commissions or other compensation paid to an "insured";
9. The cost or expense incurred to perform any obligation assumed by, on behalf of, or with the consent of any "insured";
10. The cost of compliance with any order for, grant of or agreement to provide non-monetary relief, including injunctive relief; or
11. "Liquidated Damages".

**P. "Media"** means electronic applications, software, scripts and programs on which "data" is stored so that it can be collected, read, retrieved or processed by a "computer". "Media" does not mean paper, or other tangible property, money, debt, equity, instruments, accounts, bonds, bills, records, abstracts, deeds or manuscripts.

**Q. "Named Insured"** means the entity designated in **Item 1.** of the Cyber Declarations.

**R. "Network"** means any "services" provided by or through the facilities of any electronic or "computer" communication "system", allowing the input, output, examination, visualization or transfer of "data" or programs from one "computer" to an "insured entity's" "computer". "Network" includes any shared "networks", Internet access facilities, or other similar facilities for such "systems", in which an "insured" participates

**S. "Pollutant"** 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.

**T. "Policy Period"** means the period of time from the inception date shown in **Item 2.** of the Cyber Declarations to the earlier of the expiration date shown in **Item 2.** of the Cyber Declarations or the effective date of termination of this Policy or Coverage Part.

**U. "Potentially-Identified Person"** means any person who is the "named insured's" current, former or prospective customer, employee, client, member, or patient and whose "private personal data" is lost, stolen, accidentally released or accidentally published by a "privacy breach", "security breach", "cyber media breach" covered under this Coverage Part.

This definition is subject to the following provisions:

1. "Potentially-identified person" does not include any business or organization. Only an individual person may be a "potentially-identified person".
2. A "potentially-identified person" must have a direct relationship with the "named insured". The following are examples of individuals who do not meet this requirement:
  - a. If the "named insured" aggregates or sells information about individuals as part of the "named insured's" business, "potentially-identified persons" do not include the individuals about whom the "named insured" keeps such information.
  - b. If the "named insured" stores, processes, transmits or transports records, "potentially-identified persons" do not include the individuals whose "private personal data" the "named insured" is storing, processing, transmitting or transporting for another entity.

The above examples are not meant to be all inclusive but are provided as a way to identify those not meeting the requirements of this definition.

**V. "Privacy Breach"** means:

1. The "insured entity's" failure to protect "private personal data" including a "Cyber Attack" on the "insured's entity's" "system" or the actions of a "rogue employee" which directly results in the unauthorized disclosure of "private personal data";
2. The theft or negligent loss of hardware, "media", "system output", "data" or other documents owned or controlled by, or on behalf of, an "insured entity" on which "private personal data" is stored or recorded;
3. The "insured's" negligent failure to disclose an event referenced in 1. or 2. above in violation of any "breach notice law"; or
4. The "insured's" negligent violation of any applicable federal, state, foreign or local privacy legislation or regulation in connection with any "claim".

**W. "Private Personal Data"** means a natural person's first name or first initial and last name in combination with:

- a. Non-public personally identifiable information, as defined in applicable federal, state, local or foreign legislation or regulations including, social security number, driver's license number or other personal identification number (including an employee identification number or student identification number);
- b. Financial account number (including a bank account number, retirement account number or healthcare spending account number);
- c. Credit, debit or payment card numbers;
- d. Information related to employment by an "insured";
- e. Individually identifiable information considered nonpublic personal information pursuant to Title V of the Gramm-Leach Bliley Act of 1999, as amended; or
- f. Individually identifiable information considered protected health information pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended;

which is intended to be accessible only by natural persons or entities an "insured" has specifically authorized to have such access.

"Private personal data" does not mean or include information that is otherwise available to the public, such as names and addresses with no correlated Social Security numbers or account numbers.

**X. "Related Claims"** means all "claims" based upon, arising from or in any way related to the same facts, circumstances, situations, transactions, results, damages or events or the same series of facts, circumstances, situations, transactions, results, damage or events.

**Y. "Rogue Employee"** means a permanent employee of an "insured entity", other than an "executive", who has gained unauthorized access or has exceeded authorized access to a "system" or "private personal data" owned or controlled by an "insured entity" or an entity that is authorized by an "insured" to hold, process or store "private personal data" for the exclusive benefit of the "insured entity".

**Z. "Security Breach"** means:

1. The failure or violation of the security of the "insured entity's" "system" including the impairment or denial of access to the "insured

entity's" "system", a "Cyber Attack" or unauthorized acts or omissions by a "rogue employee" which damages or harms the "insured entity's" "system" or the "system" of a third party for whom the "insured entity" provides "services" for a fee;

2. The theft or loss of hardware or "media" controlled by, or on behalf of, an "insured entity" on which "data" is stored; or
3. The failure to disclose an event in 1. or 2. above which violates any "breach notice law".

**AA. "Services"** means "computer" time, "data" processing, storage functions or other uses of an "insured's" "system".

**BB. "Subsidiary"** means:

1. Any entity in which an "insured entity" owns more than fifty percent (50%) of the outstanding securities representing the right to vote for election of or to appoint directors, trustees, managers, member of the Board of Managers or equivalent positions of such entity are owned or controlled by the "named insured", directly or through one or more "subsidiaries"; or

2. Any entity while:

- a. Exactly fifty percent (50%) of the securities representing the right to vote for election of or to appoint directors, trustees, managers, members of the Board of Managers, or equivalent positions of such entity are owned, or controlled by the "named insured", directly or through one or more "subsidiaries"; and

- b. The "named insured", pursuant to a written contract with the owners of the remaining and outstanding voting stock of such entity, solely controls the management and operation of such entity; or

3. Any foundation or charitable trust while such entity is controlled by the "named insured".

Coverage shall apply to a "subsidiary" only during the time it qualifies as a "subsidiary".

**CC. "System"** means a "computer", "media" and all input, output, processing storage and communication devices controlled, supervised or accessed by the operation software that is proprietary to, or licensed to, the owner of the "computer".

**DD. "System Output"** means a tangible substance on which "private personal data" is printed from a "System".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MINNESOTA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### CYBER LIABILITY COVERAGE PART

**A. SECTION VII – CONDITIONS**, paragraph J. is replaced by the following:

**J. Bankruptcy**

Bankruptcy, dissolution or insolvency of the "insured" or of the "insured's" estate will not relieve the "insurer" of its obligations under this Coverage Part.

**B. The following is added to SECTION VI – REPORTING:**

The requirement to notify the "insurer" can be satisfied by notifying its agent. Notice can be by any means of communication.

**C. The following is added to SECTION VII – CONDITIONS, paragraph E. Subrogation:**

The "insurer's" rights do not apply against the "insured" or any person or organization insured, under this or any other policy or Coverage Part the "insurer" issues, with respect to the same "claim"; provided that the damage was not intentionally caused by the "insured" or any such persons or organizations.

**D. SECTION VII – CONDITIONS**, Paragraph I. is replaced by the following:

**I. Cancellation And Non-Renewal**

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 for any reason if this policy has been in effect for less than ninety (90) days and is not a renewal policy, by mailing at least 10 days written notice of cancellation.

If this policy has been in effect for ninety (90) days or more or is a renewal of a policy we issued, we may cancel this policy by mailing:

- a. 10 days written notice of cancellation for nonpayment of premium; or
- b. 60 days written notice of cancellation for only one or more of the following reasons:

- (1) Misrepresentation or fraud made by or with your knowledge in obtaining the policy or pursuing a "claim" under this policy;

- (2) An act or omission by you that substantially increases or changes the risk insured;

- (3) Refusal by you to eliminate known conditions that increase the potential for "loss" after notification by us that the condition must be removed;

- (4) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;

- (5) Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. A notice of cancellation under this clause will advise you that you have 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days;

- (6) A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or

- (7) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are

retired at 62 years of age or older or who are disabled according to social security standards.

3. Notice of cancellation shall state the specific reason(s) for cancellation. The notice shall state the premium due, the effect of nonpayment and the effective date of cancellation. The policy period will end on that date.
4. If this policy is cancelled, we will send the first Named Insured any premium 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.

5. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reason for non renewal, at least 60 days before the expiration date of this policy.
6. Notices of cancellation and nonrenewal shall be sent by mail to the first Named Insured with a copy to the agent of record. Proof of mailing of any notice shall be sufficient proof of notice.

For the purposes of the Cancellation and Nonrenewal provisions, 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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.