

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

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

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

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

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

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

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

UNIVERSAL SHIELD INSURANCE GROUP AND ITS MEMBER COMPANIES,  
UNIVERSAL FIRE & CASUALTY INSURANCE COMPANY  
AND  
SHIELD INDEMNITY, INC

**PRIVACY & SECURITY POLICY**

Universal Shield Insurance Group, Inc. (“USIG”), Universal Fire & Casualty Insurance Company (“UFCIC”), and Shield Indemnity Inc. (“Shield”), (collectively, the “Company”, “we”, “us”, or “our”) is committed to safeguarding your privacy. This Privacy Policy sets out the Company’s personal information collection and sharing practices in relation to the personal information that we collect and use for the administration of insurance policies, reinsurance contracts and the provision of services.

This Privacy Policy describes how we handle personal information that we collect from various sources, including:

- information we receive from you on applications, customer feedback and survey responses, or other forms, telephone recordings with our representatives, and call centers
- information about your transactions with us, our affiliates, or others
- information we receive from you when you use our website, social media pages, or apps
- information we receive from other third parties, such as agents, producers, consumer reporting agencies, service providers, inspection agencies, or publicly
- available information from social media services, or governmental agencies
- information we receive for recruitment purposes, this includes information that you or your recruitment agency supply in relation to your candidacy (e.g., your CV, application form) pre-offer, and background checks (administered by a third party) post-offer

**INFORMATION WE MAY COLLECT ABOUT YOU**

The types of personal information we collect, and share depends on the product or service you have with us. This information can include the following:

- your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e., Social Security or FEIN, driver’s license or other license number) employment, education, occupation
- your policy coverage, claims, premiums, and payment history from your dealings with us, our affiliates, or others
- your financial history from other insurance companies, financial organizations or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account number and account details, credit history and credit scores, assets and income and other financial information
- your medical history and records
- your browsing history, search history, information on your interaction with our website, your application, or advertisement

- other personal information required in order for us to provide products and services that you have requested

Personal information does not include:

- publicly available information from government records
- de-identified or aggregated consumer information

## **WHY WE COLLECT INFORMATION ABOUT YOU**

We may process personal information for certain legitimate or lawful purposes in some or all of the following ways:

- to correspond with clients, beneficiaries and claimants in order to facilitate the insurance policies or services
- to maintain our accounts and records
- to defend or make claims
- for recruitment purposes
- for the performance of a contract with you or to take steps to enter into a contract
- to comply with a legal obligation
- to comply with law enforcement, court, and regulatory bodies' requirement
- to identify and prevent fraud
- to modify, personalize or otherwise improve our services or communications
- to gather market intelligence, communicate with and tailor offers to individuals
- for training and quality purposes
- to enhance the security of our network and information systems
- for the performance of a task carried out in the public interest or in the exercise of an official authority

## **HOW WE MAY USE YOUR PERSONAL INFORMATION**

We may use your personal information in the following ways:

- to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud
- to identify you and to carry out any identity checks as may be required by applicable law and best practice at any given time
- to recover any payments due to us and where necessary to enforce such recovery through the engagement of debt collection agencies or taking other legal action
- to analyze it in order to understand the service we provide and in order to improve our business
- to manage our infrastructure, business operations and comply with internal policies and procedures
- to notify you about changes to our products or services
- to comply with applicable laws and regulatory obligations
- to monitor calls and transactions to ensure service quality, compliance with procedures

- to carry out background and reference checks, in relation to recruitment specifically
- to provide you with information about the online services or required notices

## **SHARING YOUR PERSONAL INFORMATION**

We use and share your personal information with affiliated and non-affiliated third parties for the purposes of underwriting insurance, administering your policy or claim and other purposes as permitted by law.

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

- service providers, such as insurance agents and/ or brokers, claims adjusters, or reinsurers
- governmental authorities and non-affiliated third parties as permitted by law

We restrict access to personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We train our employees to safeguard personal information. We maintain reasonable physical, electronic, and procedural safeguards to guard your personal information in accordance with applicable data protection laws.

**Do Not Track signals:** We do not support this at this time. This practice may be revised in the future.

## **SOCIAL SECURITY NUMBERS**

We protect the confidentiality of your Social Security number by reasonable physical, electronic, and procedural safeguards as required by law.

## **CHILDREN'S PRIVACY**

We do not knowingly collect personal information from minors, including children under the age of 13. Our products, services, and website are not intended for use by minors.

## **LINKS TO OTHER WEBSITES**

This website may contain links to other third-party websites. If you follow a link to any of those third-party websites, please note that they have their own privacy policies and that we do not accept any responsibility or liability for their policies or processing of your personal information.

## **FOR RESIDENTS OF AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, AND VA**

Under state law, under certain circumstances, you have the right to access and request correction, amendment, or deletion of your personal information that we have collected from or about you. To do so, contact your agent, or contact us at [info@ufcic.com](mailto:info@ufcic.com), or call (800) 874-8742, or write to Universal Shield Insurance Group 2850 Dixie Hwy Ste 100, Waterford, MI 48328.

## CHANGES TO OUR PRIVACY POLICY

We reserve the right to amend this Privacy Policy at our discretion and at any time. When we make changes to this Privacy Policy, we will post the updated policy on our website(s) and update the policy effective date. Your continued use of our website(s) following the posting of changes constitutes your acceptance of such changes.

For further information, please contact us at [info@ufcic.com](mailto:info@ufcic.com), or call (800) 874-8742, or write to Universal Shield Insurance Group, 2850 Dixie Hwy. Suite 100 Waterford, MI 48328

## FOR RESIDENTS OF CALIFORNIA

This Privacy Policy for California Residents supplements the information contained above and applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 ("CCPA"), in addition to any affiliated CCPA regulations issued by the California Attorney General, and any terms defined in the CCPA have the same meaning when used in this notice.

The categories of personal information we have collected from consumers within the last twelve (12) months includes the following:

Category	Description	Collected?
Identifiers	Your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e., Social Security number or FEIN, driver's license or other license number), or other similar identifiers.	YES
Personal Information categories listed in the California Customer Records Statute (Cal. Civ. Code 1798.83(e)(7))	A name, signature, Social Security number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	NO

Category	Description	Collected?
Commercial Information	Your policy coverage, claims, premiums, and payment history from your dealings with us, our affiliates, or others. Your financial history from other insurance companies, financial organizations or consumer reporting agencies.	YES
Biometric information	Your medical history and records.	YES
Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
Geolocation data	Physical location or movements.	NO
Sensory Data	Audio, electronic, visual, or similar information.	NO
Professional or employment-related information	Current or past job history or performance evaluations. For recruitment purposes, this includes information you or your recruitment agency supply in relation to your candidacy (e.g. your CV, application form) pre-offer, and background checks (administered by a third party) post-offer.	YES
Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
Other personal information required in order for us to provide products and		YES

Category	Description	Collected?
services you have requested.		

Information excluded from the CCPA's scope, includes but not limited to:

- health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 and the California Confidentiality of Medical Information Act or clinical trial data
- personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994

#### **Sales of Personal Information**

- the preceding twelve (12) months, we have not sold your personal information.

#### **Your Rights and Choices**

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

#### **Access to Specific Information and Data Portability Rights**

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months.

#### **Amend or Deletion Request Rights**

You have the right to request that we delete, amend, correct, or access any of your personal information that we collected from you and retained, subject to certain exceptions.

#### **Exercising Access, Data Portability, and Deletion Rights**

To exercise the access, data portability, amend, and deletion rights described above, please submit a verifiable consumer request to us by either:

- Calling us at (800) 874-8742
- Email: [info@ufcic.com](mailto:info@ufcic.com)
- Write to Universal Shield Insurance Group, 2850 Dixie Hwy Ste 100, Waterford, MI 48328. Only you, or someone legally authorized to act on your behalf, may make a verifiable

consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You, or your authorized agent, may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative
- describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it
- the right to receive a response within 30 days of submitting the request to access, correct, amend, or delete your information

If we refuse your request, you have the right to file a statement regarding what information you believe to be accurate and fair and why you disagree with our refusal.

We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

### **Personal Information Sales Opt-Out and Opt-In Rights**

We do not provide medical records, personal, or privileged information to a non-affiliated third party. We do not and will not sell your personal information. Also, we do not knowingly sell or "share" (for purposes of cross-context behavioral advertising, as defined by the CCPA) the Personal Information of minors under 16 years of age. Consumers who opt-in to personal information sales may opt-out of future sales at any time.

### **Non-Discrimination**

We will not discriminate against you for exercising any of your CCPA rights, unless permitted by the CCPA.

### **Other California Privacy Rights**

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email or write to the address listed below.

### **Retention of Personal Information**

The length of time we retain Personal Information we collect is regulated by state law. The retention periods vary depending on each state's laws and is based on the type of information and the purpose for which it was collected.

## Contact Information

If you have any questions or comments about this notice, the ways in which we collect and use your information described in this Privacy Policy, your choices, and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

- Phone: (800) 874-8742
- Email: [info@ufcic.com](mailto:info@ufcic.com)
- Postal Address: Universal Shield Insurance Group, 2850 Dixie Hwy Ste 100, Waterford, MI 48328

Note: Universal Shield Insurance Group is the parent of Universal Fire & Casualty Insurance Company and Shield Indemnity Incorporated. This Privacy Statement applies to all companies and businesses produced or underwritten within Universal Shield Insurance Group.



# **UNIVERSAL FIRE & CASUALTY**

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## **INSURANCE COMPANY**

**A Stock Insurance Company**

**Home Office  
2850 Dixie Hwy Ste 100  
Waterford, MI 48328**

**Phone: 800-874-8742**

Policy Number: 01-CGL-101377-04

Policy Period: 05/31/2025 - 05/31/2026

Insured(s): Island Club Three, Inc.

Mailing address of first named Insured:  
c/o Luxe Property Services Inc  
2385 NW Executive Center Drive, #100  
Boca Raton, FL 33431

**THIS SIGNATURE PAGE TOGETHER WITH THE ATTACHED DECLARATIONS, POLICY FORM(S)  
AND ANY ENDORSEMENT(S) COMPLETE THIS POLICY OF INSURANCE.**

IN WITNESS WHEREOF, this company has executed and attested these presents.

**Brian Lietzke, Secretary**

**Richard Klimaszewski, President**

# FRAUD WARNING NOTICES

## **Applicable in Alabama**

For your protection Alabama law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

## **Applicable in Arizona**

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

## **Applicable in Arkansas, New Mexico, and West Virginia**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. (New Mexico: civil fines and criminal penalties)

## **Applicable in California**

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

## **Applicable en California**

Para su protección, la ley de California requiere que aparezca lo siguiente en este formulario: Cualquier persona que a sabiendas presente información falsa o fraudulenta para obtener o modificar la cobertura de seguro o para hacer un reclamo por el pago de una pérdida es culpable de un delito y puede estar sujeta a multas y confinamiento en una prisión estatal.

## **Applicable in Delaware and Idaho**

Any person who knowingly, and with intent to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

## **Applicable in District of Columbia**

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

## **Applicable in Florida**

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

## **Applicable in Hawaii**

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

## **Applicable in Kansas**

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

# FRAUD WARNING NOTICES

## **Applicable In Kentucky**

Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

## **Applicable in Louisiana**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## **Applicable in Maryland**

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## **Applicable in Minnesota**

A person who files a claim with intent to defraud, or helps commit a fraud against an insurer, is guilty of a crime.

## **Applicable in Nevada**

Any person who knowingly files a statement of claim containing any misrepresentations or any false, incomplete, or misleading information may be guilty of a criminal act punishable under state or federal law, or both, and may be subject to civil penalties.

## **Applicable in New Jersey**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

## **Applicable in New York (General)**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

## **Applicable in New York (Fire)**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.

## **Applicable in Ohio**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

## **Applicable in Oklahoma**

As required in 36 O.S. §3613.1, the following: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete, or misleading information is guilty of a felony.

## **Applicable in Oregon (General)**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

# FRAUD WARNING NOTICES

## **Applicable in Oregon (Fire)**

(1) Subject to subsections (2) and (3) of this section, this entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

(2) All statements made by or on behalf of the insured, in the absence of fraud, shall be deemed representations and not warranties. No such statements that arise from an error in the application shall be used in defense of a claim under the policy unless:

- (a) The statements are contained in a written application; and
- (b) A copy of the application is endorsed upon or attached to the policy when issued.

(3) In order to use any representation by or on behalf of the insured in defense of a claim under the policy, the insurer must show that the representations are material and that the insurer relied on them.

## **Applicable in Pennsylvania**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

## **Applicable in Tennessee and Virginia**

It is a crime knowingly to provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

## **Applicable in Texas**

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

## **Applicable in Vermont**

Notice to Vermont Applicants: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

## **Applicable For All Other States**

You are or may be violating state law or committing a crime knowingly to provide false, incomplete, or misleading material information to an insurance company for the purpose or intent of defrauding the company. Penalties may include imprisonment, fines, denial of insurance benefits, and may subject you to civil damages.

# COMMON POLICY DECLARATIONS

 <p><b>UNIVERSAL FIRE &amp; CASUALTY INSURANCE COMPANY</b></p> <p>A stock Insurance Company</p> <p>2850 Dixie Hwy Ste 100 Waterford, MI 48328 Phone: 800-874-8742</p>	<p><b>PRODUCER:</b> AssuredPartners of Florida, LLC DBA Mack Mack &amp; Waltz Insura Group 1211 S Military Trl, Ste 100 Deerfield Beach, FL 33442</p> <p><b>COMPANY REPRESENTATIVE:</b> Bass Underwriters 6951 W. Sunrise Boulevard Plantation, FL 33313</p>
<b>POLICY NUMBER:</b> 01-CGL-101377-04	<b>RENEWAL OF:</b> 01-CGL-101377-03
<b>NAMED INSURED AND MAILING ADDRESS:</b> Island Club Three, Inc. c/o Luxe Property Services Inc 2385 NW Executive Center Drive, #100 Boca Raton, FL 33431	
<b>POLICY PERIOD FROM:</b> 05/31/2025 <b>TO</b> 05/31/2026 <b>AT 12:01 A.M. STANDARD TIME AT MAILING ADDRESS</b>	
<b>BUSINESS DESCRIPTION:</b> Condominiums	

IN RETURN FOR YOUR PAYMENT OF THE REQUIRED PREMIUM, WE PROVIDE THE COVERAGE DESCRIBED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED:

<b>Coverage(s)</b>	<b>Premiums</b>
Property Coverage	\$ _____
General Liability Coverage	\$ 19,720.00
Inland Marine Coverage	\$ _____
Coverage Totals	\$ 19,720.00 (may be subject to adjustment)

#### **Miscellaneous Fees/Assessments/Taxes**

Policy Fee; if applicable	\$ 100.00
Inspection Fee; if applicable	\$ _____
Assessment FIGA	\$ 197.20
Assessment	\$ _____
Taxes	\$ _____
Total of all fees/assessments/taxes	\$ 297.20
<b>Total Amount Due</b>	<b>\$ 20,017.20</b>

SEE SCHEDULE OF FORMS AND ENDORSEMENTS LISTING FOR ALL APPLICABLE POLICY FORM(S) AND ENDORSEMENT(S). THESE DECLARATIONS, TOGETHER WITH THE POLICY FORM(S), AND ANY ENDORSEMENT(S) COMPLETE THE ABOVE-NUMBERED POLICY.



## SCHEDULE OF FORM(S) AND ENDORSEMENT(S)

POLICYHOLDER INFORMATION	
<b>NAMED INSURED:</b>	Island Club Three, Inc.
<b>POLICY NUMBER:</b>	01-CGL-101377-04

### FORM(S) AND ENDORSEMENT(S) APPLICABLE TO ALL COVERAGES AT ISSUANCE

FORM NUMBER	DESCRIPTION
Common Forms	
CL 0160 08 23 Amendatory Endorsement - Florida	
CL 0605 01 21 Certified Terrorism Loss Disclosure Of Premium And Federal Share Of Insured Losses	
CL 0100 01 18 Common Policy Conditions	
CPP 0100 03 23 Common Policy Declarations	
SIG 0001 03 23 Signature Page	
UCLA 5015 10 22 Schedule of Forms and Endorsements	
UNV-CL-FRWR 08 23 Fraud Warning Notices	
GL Forms	
CL 300 1.0 Amendatory Endorsement	
GL 0250 01 15 Certified Terrorism Loss	
GL 0348 10 05 Exclusion-Wet Rot, Dry Rot, Bacteria, or Fungi	
GL 13 2.0 Amendment of Policy Terms – Florida	
GL 917 1.0 Calendar Date or Time Failure Exclusion	
UCLA 0122 01 23 Non-Owned & Hired Auto Liability	
UCLA 0222 12 20 Liability Deductible Schedule	
UCLA 0797 10 21 Exclusion - Data Breach Liability	
UCLA 1023 12 20 Exclusion - Communicable Disease	
UCLA 1502a 03 22 Wrongful Eviction Exclusionary Endorsement	
UCLA 5030 08 21 Sports Participants Exclusion	
UCLA 5053 10 21 Human Trafficking Exclusion	
UCLA 5105 07 23 Exclusion - Damage or Loss Sustained from Exposures or Areas Under the Control or Responsibility of a Master Association	
UCLA 5107 08 23 Exclusion – Collection, Storage, Sale Transfer or Use of Biometric Information or Confidential and Sensitive Information	
UCLA 5112 09 23 Conditional Animal Coverage	
UCLA 5134 09 24 Exclusion - Firearms and Devices for Personal Protection	
UGLA 0100 08 22 Commercial Liability Coverage Declarations	
UGLA 0162 07 21 Additional Insured Condominium Unit Owners	
UGLA 0200 07 21 Commercial Liability Coverages	
UGLA 2144 12 20 Limitation of Coverage to Locations, Projects or Operations Described in the Declarations	
UGLA 5035 08 22 Supplemental Liability Declarations	
UGLA 5048 07 22 Exclusion – Polyfluoroalkyl and Perfluoroalkyl Substances	

THESE DECLARATIONS, TOGETHER WITH THE POLICY FORM(S), AND ANY ENDORSEMENTS(S) COMPLETE THE ABOVE-NUMBERED POLICY



**UNIVERSAL FIRE & CASUALTY  
INSURANCE COMPANY**

## **COMMERCIAL LIABILITY COVERAGE DECLARATIONS**

<b>POLICYHOLDER INFORMATION</b>				
<b>POLICY NUMBER:</b>	01-CGL-101377-04			
<b>NAMED INSURED:</b>	Island Club Three, Inc.			
<b>POLICY PERIOD FROM:</b>	05/31/2025	<b>TO</b>	05/31/2026	<b>at 12:01 A.M. Standard Time at Mailing address</b>
<b>BUSINESS DESCRIPTION:</b>	Condominiums			
<b>THE INSURED IS (check one):</b> <input type="checkbox"/> <b>Individual</b> <input type="checkbox"/> <b>Partnership</b> <input type="checkbox"/> <b>Joint Venture</b> <input type="checkbox"/> <b>Trust</b> <input type="checkbox"/> <b>Limited Liability Company</b> <input checked="" type="checkbox"/> <b>Other (Describe):</b> Corporation				

**LOCATION OF ALL PREMISES OWNED, RENTED, OCCUPIED OR CONTROLLED BY THE INSURED:**

IN RETURN FOR YOUR PAYMENT OF THE REQUIRED PREMIUM, WE PROVIDE THE COMMERCIAL LIABILITY COVERAGE DESCRIBED IN THIS POLICY FOR WHICH A LIMIT OF LIABILITY IS SPECIFIED BELOW.

<b>LIMITS OF LIABILITY</b>		
	<b>Each Occurrence</b>	\$ 1,000,000
<b>Medical Payments</b>	<b>- Per Person</b>	\$ 5,000
	<b>- Per Occurrence</b>	\$
	<b>General Aggregate</b>	\$ 2,000,000
<b>Products/Completed Work Hazard Aggregate</b>		\$ 2,000,000
	<b>Fire Legal Liability</b>	\$ 100,000

OPTIONAL COVERAGES – LIMITS OF LIABILITY	

## **SCHEDULE OF EXPOSURES**

**TOTAL LIABILITY PREMIUM \$ 19,720**  
**(Liability premium may be subject to adjustment)**

**SEE SCHEDULE OF FORMS AND ENDORSEMENTS LISTING FOR ALL APPLICABLE POLICY FORM(S) AND ENDORSEMENT(S)**



**UNIVERSAL FIRE & CASUALTY  
INSURANCE COMPANY**

## **SUPPLEMENTAL LIABILITY DECLARATIONS**

## COMMON POLICY CONDITIONS

1. **Assignment** -- This policy may not be assigned without "our" written consent.
2. **Cancellation** -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least 10 days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

3. **Change, Modification, Or Waiver Of Policy Terms** -- A change or waiver of the "terms" of this policy must be issued by "us" in writing to be valid.

4. **Examination Of Books And Records** -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.
5. **Inspections**
  - a. "We" have the right, but are not obligated, to inspect "your" property and operations at any time and recommend changes.
  - b. An inspection may be made by "us" or may be made on "our" behalf. This condition and all of its "terms" and rights apply to any organization completing an inspection on "our" behalf.
  - c. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, standards, or regulations. However, this does not apply to any inspections or recommendations made relative to the certification, under state or municipal statutes, regulations, or ordinances of boilers, pressure vessels, or elevators.
  - d. Inspections or reports are for "our" benefit only. Any actions taken by "us" relative to inspections relate only to eligibility of the risk and the premium charged.

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-- THIS IS A LEGAL CONTRACT --  
PLEASE READ IT CAREFULLY

## COMMERCIAL LIABILITY COVERAGES

The following Table of Contents shows how this Commercial Liability Coverage is organized. It will help locate particular sections of this form.

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Endorsements may also apply. They are identified on the "declarations" when included at issuance, or on a change endorsement when issued subsequent to issuance.

Refer to the Definitions for words that have special meanings. These words are shown in quotation marks.

### AGREEMENT

Subject to all the "terms and conditions", and in return for "your" payment of the required premium, we provide the Commercial Liability Coverage described in this policy.

Policy "terms and conditions" that relate to cancellation, changes made to the policy, examination of books and records, inspections and surveys, and assignment or transfer of rights or duties also apply.

# SECTION I – DEFINITIONS

## A. The following definition applies to words whenever used in this policy

1. Named Insured means any person(s) or organization(s) named in the "Declarations" as insured.
2. The words we, us and our, whether in quotation marks or not and used in this policy or any endorsements hereto, mean the company providing this coverage.

## B. The following words or term have the meaning assigned below when appearing in quotation marks:

1. "Advertisement" means a public notice or announcement, including but not limited to one found in electronic communication or on the Internet, offering "your" goods, products, or services:
  - a. for sale, rent, lease, or other purpose to potential buyers, clients, customers, or patrons; or
  - b. for promotion to and consideration by potential supporters.With respect to "advertisements" that appear on websites, only that part of a website that offers "your" goods, products, or services:
  - a. for sale, rent, lease, or other purpose to potential buyers, clients, customers, or patrons; or
  - b. for promotion to and consideration by potential supporters;is considered an "advertisement".
2. "Auto" means a land motor vehicle, a trailer, or a semi-trailer which is designed for use on public roads.  
"Auto" includes attached machinery and equipment.
3. "Basic territory" means the United States of America, its territories and possessions, Canada, and Puerto Rico.
4. "Bodily injury" means bodily harm, sickness, or disease sustained by a person and includes required care and loss of services. "Bodily injury" includes death that results from bodily harm, sickness, or disease. "Bodily injury" does not include mental or emotional injury, suffering, or distress unless accompanied by a physical injury.
5. "Coverage territory" means:
  - a. the "basic territory";
  - b. international waters or airspace, but only if the "bodily injury", "property damage", or "personal and advertising injury" occurs in the course of travel to or from the "basic territory";
  - c. the world, but only if the injury or damage arises out of:
    - 1) "products" "you" have made or sold in the "basic territory"; or
    - 2) the activities of a person who normally resides in the "basic territory", but is away for a short time on "your" business; and
    - 3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;provided that the "insured's" liability to pay "damages" has been determined in a "suit" on the merits in the "basic territory", or in a settlement that we have agreed to.
6. "Covered contract":
  - a. Means:
    - 1) a lease of premises;
    - 2) an easement or license agreement,  
(however, this does not include an agreement in connection with any construction or demolition operation within 50 feet of a railroad);
    - 3) a responsibility to indemnify a municipality if required by an ordinance,  
(however, this does not apply in connection with work done for the municipality);
    - 4) a sidetrack agreement;

- 5) an elevator maintenance agreement; or
- 6) any part of any other contract or agreement relating to the conduct of "your" business (including an indemnification of a municipality in connection with work done for the municipality) under which "you" assume the tort liability of another person or organization to pay "damages" because of "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

b. However, "covered contract" does not include that part of a contract or agreement:

- 1) that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad bridge or trestle, tracks, road-beds, tunnel, underpass, or crossing;
- 2) that indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
  - a) preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; or
  - b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- 3) under which the "insured", if an architect, engineer, consultant or surveyor, assumes liability for injury or damage arising out of the "insured's" rendering or failing to render professional services, including those listed in b.2) above, and supervisory, inspection, or engineering services; or
- 4) that indemnifies any person or organization for damage by fire to premises rented or loaned to "you"; or
- 5) that indemnifies another for the sole negligence of such other person or organization.

7. "Damages" means compensation in the form of money for a person who claims to have suffered an injury.

8. "Data records" means files, facts, computer programs, computer or digital code or coding, computer or electronic applications, documents, and information in an electronic format that are stored on "media".

9. "Declarations" means all pages labeled "Declarations," Supplemental Declarations, or Schedules, which pertain to this policy.

10. "Designated insured" means:

- a. "you" and "your" spouse, but only with respect to the conduct of a business of which "you" are the sole owner, if shown on the "declarations" as an individual;
- b. "you" and all "your" partners or members and their spouses, but only with respect to the conduct of "your" business, if shown on the "declarations" as a partnership or a joint venture; or
- c. "you" and all of "your" executive officers and directors, but only while acting within the scope of their duties, if shown on the "declarations" as an organization (other than a partnership or a joint venture);
- d. any "employee" who is authorized to give or receive notice of an "occurrence" or a claim.

11. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

12. "Hardware" means:

- a. mainframe and mid-range computers and servers;
- b. personal computers and workstations, laptops, hand-held computers, notebook PCs, and other portable computer devices and accessories, such as multimedia projectors; and
- c. peripheral data processing equipment, such as printers, keyboards, monitors, and modems.

13. "Impaired property" means tangible property (other than "products" or "your work"):

- a. whose value has been decreased:
  - 1) because it includes "products" or "your work" that is, or is believed to be, deficient or dangerous; or
  - 2) because "you" failed to carry out the terms of a contract; and
- b. whose value can be restored:
  - 1) by the repair, replacement, adjustment, or removal of "products" or "your work"; or

2) by "your" fulfilling the terms of the contract.

14. "Indemnitee" means a person or organization for whom a Named Insured has assumed liability for "damages" due to "bodily injury" or "property damage" under a "covered contract".

15. "Insured" means:

- a. "you" and "your" spouse, but only with respect to the conduct of a business of which "you" are the sole owner, if shown on the "declarations" as an individual; or
- b. "you" and all "your" partners or members and their spouses, but only with respect to the conduct of "your" business, if shown on the "declarations" as a partnership or a joint venture; or
- c. "you" and all of "your" executive officers and directors, but only while acting within the scope of their duties, if shown on the "declarations" as an organization (other than a partnership or a joint venture). It also includes "your" stockholders, but only for their liability as such; or
- d. "you" and all of "your" trustees, but only while acting within the scope of their duties as trustees, if "you" are shown on the "declarations" as a trust; or
- e. "you" and all "your" members and managers, but only while acting within the scope of their duties, if shown on the "declarations" as a limited liability company; and

"Insured" also includes:

- a. any person or organization, except "your" "employees", while acting as "your" real estate manager;
- b. if "you" die during the policy period, "your" legal representative while acting within the scope of those duties as such, or a person who has custody of "your" property with respect to liability arising out of the maintenance or use of that property until "your" legal representative is appointed. "your" legal representative has all "your" rights and duties under this coverage;
- c. "your" "employees" and "volunteer workers", for acts within the scope of their employment by "you" (this does not include "your" executive officers). None of these "employees" or "volunteer workers" are "insureds" for:
  - 1) "bodily injury", "personal and advertising injury" to "you" or to an "employee", a "volunteer worker"; or
  - 2) "property damage" to property owned by, rented to, or loaned to "employees" or "volunteer workers", or any of "your" partners or members and their spouses (if "you" are a joint venture or a partnership).
- d. any organization (other than a joint venture or a partnership) newly acquired or formed by "you", and in which "you" have a majority interest.

Such an organization is not an "insured":

- 1) if there is other similar insurance available to it;
- 2) after 90 days immediately following that acquisition or formation or the end of the policy period, whichever is earlier;
- 3) for "bodily injury" or "property damage" that occurred prior to the acquisition or formation; or
- 4) for "personal and advertising injury" arising out of an offense committed prior to the acquisition or formation.

No person or organization is an "insured" with respect to the conduct of a current or past partnership or joint venture that is not named on the "declarations" as an "insured".

e. When required in a written contract wherein "you" and "your" customer have agreed, that customer is an additional "insured" but only with respect to "damages" and "defense expenses" caused, in whole or in part, by:

- 1) "your" acts or omissions; or
- 2) The acts or omissions of those acting on "your" behalf;

in the performance of "your" ongoing operations for the additional insured.

However, the insurance afforded to such additional "insured":

- 1) Only applies to the extent permitted by law; and
- 2) Will not be broader than that which "you" are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this paragraph f. ends when "your" operations for that additional "insured" are completed or that portion of "your work" out of which the injury or "damage" arises has been put to its intended use by any person or organization other than another contractor

or subcontractor engaged in performing operations for a principal as a part of the same project.

16."Intoxicating substances" means any substance, including in solid, liquid or gaseous form that causes or induces, or is alleged to cause or induce:

- a. the intoxication of any person
- b. reduced or impaired reaction or reaction time
- c. impaired judgement
- d. violent or malicious behavior

17."Leased worker" means a person whom "you" lease from a labor leasing firm under a written contract or agreement to perform duties related to the conduct of "your" business. "Leased worker" does not include a "temporary worker".

18."Limit" means the amount of coverage that applies.

19."Loading or unloading" means the movement of property:

- a. starting with after it is removed from the point where it has been accepted for transit by **auto**, aircraft, or watercraft;
- b. while it is in or on such vehicle; and
- c. while it is being moved from the aircraft, "auto" or watercraft to the place where it is intended to be finally delivered

"Loading or unloading" includes movement by:

- a. a hand truck; or
- b. a mechanical device that is attached to the aircraft, "auto" or watercraft.

20."Media" means instruments that are used with "hardware" and on which "data records", "programs and applications", and "proprietary programs" can be recorded or stored.

"Media" includes, but is not limited to, films, tapes, cards, discs, drums, cartridges, cells, DVDs, or CD-ROMs.

21."Mobile equipment":

- a. means land vehicles (including any attached machinery or equipment) that meet one or more of the following criteria:
  - 1) those which are used only on premises owned by or rented to "you" (premises includes adjoining ways);
  - 2) those which are designed primarily for use off public roads, including bulldozers, farm machinery, and forklifts;
  - 3) those which travel on crawler treads;
  - 4) those, whether self-propelled or not, designed or used primarily to afford mobility to the following types of equipment, which must be a part of or be permanently attached to such vehicle:
    - a) power cranes, shovels, loaders, diggers, drills; and
    - b) graders, scrapers, rollers, and other road construction or repair equipment;
  - 5) those not described in a.1), a.2), a.3), or a.4) above which are not self-propelled, but are used primarily to afford mobility to the following types of permanently attached equipment:
    - a) air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment);
    - b) geophysical exploration, lighting, and well servicing equipment; and
    - c) cherry pickers and similar devices used to raise or lower workers; or
  - 6) vehicles not described in a.1), a.2), a.3), or a.4) above which are primarily maintained for other than the purpose of transporting persons or cargo.
- b. however, "mobile equipment" does not include self-propelled vehicles with the following types of permanently attached equipment:

- 1) equipment designed primarily for snow removal, street cleaning, or road maintenance other than road construction or resurfacing;
- 2) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
- 3) air compressors, pumps, and generators (this includes spraying, welding, and building cleaning equipment); or
- 4) geophysical exploration, lighting, and well servicing equipment.

The vehicles described in b. above are considered "autos".

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

22."Occurrence" means an accident, including repeated or constant exposure to substantially similar conditions, causing "bodily injury" or "property damage".

23."Personal and advertising injury" means injury, including "bodily injury" that is a consequence thereof, arising out of one or more of the following offenses:

- a. oral or written publication, including electronic publication, of material that:
  - 1) slanders or libels a person or organization;
  - 2) disparages a person's or an organization's goods, products, or services; or
  - 3) violates a person's right of privacy;
- b. false arrest, detention, or imprisonment;
- c. malicious prosecution;
- d. misappropriation of advertising ideas of another in "your" "advertisement";
- e. infringement of the copyright, slogan, or trade-dress of another in "your" "advertisement"; or
- f. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies. This offense must be committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.

24."Pollutants" means any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be disposed of as well as recycled, reclaimed, or reconditioned.

25."Products/completed work hazard" means:

- a. "bodily injury" or "property damage" occurring away from premises "you" own, rent or occupy and arising out of "products" after physical possession of the "products" has been relinquished to others; and
- b. "bodily injury" or "property damage" occurring away from premises "you" own or rent and arising out of "your work". It does not include work that has not been completed, or that has not been abandoned.

"Your work" is deemed completed at the earliest of the following times:

- 1) when all work specified in "your" contract has been done;
- 2) when all of "your work" to be done at a job site has been completed if "your" contract includes work at more than one site; or
- 3) when "your work" at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same job site.

Work which requires further service, maintenance, correction, repair, or replacement because of defect or deficiency, but which is otherwise complete, shall be deemed completed.

- c. The "products/completed work hazard" does not include "bodily injury" or "property damage" arising out of:
  - 1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by "you" and was created by "loading or unloading" by "you";
  - 2) the presence of tools, uninstalled equipment, or abandoned or unused materials; or
  - 3) "products" or work for which the classification on the "declarations" specifies including "Products/Completed Work."

26. "Products" means goods or products manufactured, sold, handled, distributed, or disposed of by "you", others trading under "your" name, or a person or organization whose business or assets "you" have acquired.

"Products" includes:

- a. warranties or representations made at any time with respect to the fitness, quality, durability, or performance of "products";
- b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such "products"; and
- c. providing or failure to provide warnings or instructions.

"Products" does not include:

- a. vending machines or other property that is rented to or placed for the use of others, but not sold; or
- b. real property.

27. "Programs and applications" means operating programs, applications, and data management tools that can be readily purchased on a retail or wholesale basis and that are:

- a. stored on "media"; or
- b. pre-installed or stored in "hardware".

Applications include, but are not limited to, programs for word processing, spreadsheet calculations, data management tools, and graphic design.

28. "Property damage" means:

- a. physical injury or destruction of tangible property; or
- b. the loss of use of tangible property whether or not it is physically damaged. Loss of use is deemed to occur at the time of the "occurrence" that caused it.

With respect to this Commercial Liability Coverage, "data records" are not tangible property.

29. "Rented premises" means premises which are rented or leased to a Named Insured, or an "indemnitee" of a Named Insured.

30. "Software" includes "media", "data records", "programs and applications" and "proprietary programs".

31. "Suit" means a civil proceeding or an administrative proceeding alleging "damages" for "bodily injury", "property damage", or "personal and advertising injury" to which this policy applies. "Suit" includes any alternative dispute resolution proceeding or arbitration proceeding to which:

- a. any "insured" must submit in compliance with a law or regulation; or
- b. any "insured" submits with our consent.

32. "Temporary worker" means a person who is furnished to "you" by a third party for a fee as a temporary substitute for an "employee".

33. "Terms and conditions" means all provisions, limitations, exclusions, conditions, and definitions that apply to this policy including any endorsements.

34. "Volunteer worker" means a person who gives his or her time or services and who:

- a. acts at "your" direction and within the scope of duties "you" determine; and
- b. is not paid a fee, salary, or other compensation for his or her time or services that are donated to "you", other than reimbursement of out-of-pocket expenses.

However, "volunteer worker" does not include an "employee", a "leased worker", or a "temporary worker".

35. "you" and "your" mean the person, entity, or organization qualifying as a Named Insured.

36. "Your work" means:

- a. work or operations performed by "you" or on "your" behalf;
- b. materials, parts, and equipment supplied for such work or operations;

- c. written warranties or representations made at any time regarding quality, fitness, durability, or performance of any of the foregoing; and
- d. providing or failing to provide warnings or instructions.

## SECTION II. – INSURING AGREEMENTS - PRINCIPAL COVERAGES

We provide insurance for the following coverages indicated by a specific "limit" or premium charge on the "declarations".

### A. COVERAGE L --"BODILY INJURY" AND "PROPERTY DAMAGE" LIABILITY

#### 1. Insuring Agreement

- a. We agree to pay those sums which an "insured" becomes legally obligated to pay as "damages" for "bodily injury" or "property damage" to which this insurance applies. We have the right and duty to defend the "insured" against a "suit" seeking "damages" which may be covered under this policy.

However, we have no duty to defend the "insured" against a "suit" seeking "damages" arising out of "bodily injury" or "property damage" to which this policy does not apply. We may, at our discretion, investigate "occurrences" or potential claims and settle claims or "suits" to which this insurance may apply.

- b. The amount we will pay for "damages" is limited as described under **Section V - How Much We Pay**.
- c. Our right and duty to defend or make payments or perform other obligations or services ends when we have paid an amount equal to the applicable "limit" as the result of:
  - 1) a judgment; or
  - 2) a written settlement agreed to by us; or
  - 3) medical expenses.

We have no other liability or obligation to pay sums or to provide assistance or support unless specifically provided for under **SECTION III – SUPPLEMENTAL PAYMENTS**.

- d. If we defend an "insured" against a "suit" or we pay for an "insured's" defense, and we later determine that the "suit" is not covered, we have the right to be reimbursed for the defense costs we have incurred after the time we give "you" written notice that the "suit" may not be covered in whole or part and that we are reserving our right to seek reimbursement for defense costs other than the costs and expenses of our "employees".
- e. This insurance applies only to "bodily injury" or "property damage":
  - 1) caused by an "occurrence" which takes place in the "coverage territory"; and
  - 2) which occurs during the policy period; and
  - 3) which is not a continuation of, resumption of, or change in "bodily injury" or "property damage" that was known by a "designated insured" prior to the inception date of the policy period. If a "designated insured" knew, as stated under the **SECTION VI – CONDITIONS** paragraph **9. Knowledge of Bodily Injury or Property Damage** prior to the inception date of the policy period, that "bodily injury" or "property damage" had occurred, any continuation of, resumption of, or change in such "bodily injury" or "property damage" will be deemed to have been known by the "designated insured" prior to the inception date of the policy period.
- g. All "bodily injury" or "property damage" arising out of an "occurrence" or series of related "occurrences", whether known or not prior to the policy period, is deemed to take place at the time the first such damage or injury occurs or is alleged to occur even though the nature and extent of such damage or injury may change; and even though the damage may be continuous, progressive, cumulative, changing or evolving; and even though the "occurrence" causing such "bodily injury" or "property damage" may be continuous or repeated exposure to substantially similar conditions.
- h. "Damages" due to "bodily injury" include "damages" claimed by any person or organization for care, loss of services, and death that result at any time from such "bodily injury".

## 2. EXCLUSIONS APPLICABLE TO COVERAGE L

We do not pay for any loss cost or expense arising out of:

### a. Professional Services

Claims for "bodily injury" or "property damage" arising out of:

- 1) the rendering or the failure to render a professional service; or
- 2) the "insured's" negligence or other wrongdoing in the supervision, hiring, or training of another person, if the "bodily injury" or "property damage" arose out of the rendering or the failure to render a professional service.

### b. Employment Related Practices

Claims for "bodily injury" or "property damage":

- 1) to any person arising out of any:
  - a) refusal to employ that person; or
  - b) termination of the employment of that person; or coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or
  - c) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or
- 2) to a spouse, child, parent, brother, or sister of that person as a consequence of "bodily injury" to that person as a result of employment-related practices described in 1)a), 1)b), or 1)c) above.

This exclusion applies:

- a) regardless of when the injury occurs or is alleged to have occurred; or
- b) whether the "insured" is liable either as an employer or in any other capacity;
- c) or there is an obligation to fully or partially reimburse a third party for "damages".

### c. War, Military or Warlike Action

Claims for "bodily injury" or "property damage" caused directly or indirectly by the following:

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

### d. Expected or Intended Injury or Damage

"Bodily injury" or "property damage":

- 1) which is expected by, directed by, or intended by the "insured"; or
- 2) that is the result of intentional and malicious acts of the "insured".

This exclusion applies even if the injury or "damages" are of a different kind or degree than expected or intended. However, this exclusion does not apply to "bodily injury" arising out of the legal use of reasonable force to protect people or property.

### e. Liability Assumed by Contract

"Bodily injury" or "property damage" liability which is assumed by the "insured" under a contract or an agreement.

However, this exclusion does not apply to:

- 1) liability for "damages" that an "insured" would have had in the absence of the contract or agreement; or

- 2) liability for "damages" assumed in a "covered contract", but only if such "bodily injury" or "property damage" occurs after the contract or agreement has been executed.

Only with respect to liability assumed in a "covered contract", "damages" due to "bodily injury" or "property damage" include reasonable attorney fees and necessary litigation costs incurred by or for an "indemnitee", if:

- 1) liability to that "indemnitee" for, or for the cost of, that "indemnitee's" defense has also been assumed under the same "covered contract"; and
- 2) such attorney fees and litigation costs are for the defense of that "indemnitee" against a civil or administrative proceeding, alternative dispute resolution, or arbitration proceeding alleging "damages" to which this insurance applies.

**f. Mobile Equipment**

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" in, or in the practice or preparation for, racing, speed, pulling or pushing, demolition, stunt activities or any contest or competition.

**g. Transportation**

"Bodily injury" or "property damage" arising out of transporting of "mobile equipment" or other property by an aircraft, "auto" or watercraft owned by, operated by, rented to, or loaned to any "insured" or on behalf of any "insured".

**h. Aircraft, "Auto" or Watercraft**

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

- 1) the ownership, operation, occupancy, renting, loaning, supervision, maintenance, use, entrusting, or "loading or unloading" of an "auto", aircraft, or watercraft, owned by, operated by or on behalf of, rented to, or loaned to any "insured"; or
- 2) the negligent supervision, hiring, or training of another person by an "insured" if the "bodily injury" or "property damage" arose out of the ownership, operation, occupancy, renting, loaning, supervision, maintenance, use, entrusting, or "loading or unloading" of an "auto", aircraft, or watercraft, owned by, operated by, rented to, or loaned to any "insured".

However, this exclusion does not apply to:

- 1) "bodily injury" or "property damage" arising out of:
  - a) the operation of equipment described in b.2), b.3), and b.4) of the definition of "mobile equipment"; or
  - b) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle law in the state where it is licensed or principally garaged;
- 2) parking an "auto" on premises owned by, rented to, or controlled by "you" or on the ways immediately adjoining such premises if the "auto" is not owned by, rented to, or loaned to "you" or the "insured";
- 3) liability assumed under a "covered contract" for the ownership, maintenance, or use of an aircraft or a watercraft;
- 4) watercraft, if it is on shore on premises owned by, rented to, or controlled by "you"; or
- 5) watercraft, if it is not owned by "you" and is:
  - a) less than 26 feet in length; and
  - b) not being used to carry persons or property for a charge.

**i. Liquor and Intoxicating Substances**

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

- 1) causing or contributing to the intoxication of a person;
- 2) the furnishing of "intoxicating substances" or alcoholic beverages to a person under the influence of alcohol or "intoxicating substances" or under the legal drinking age; or
- 3) a law, ordinance, statute or regulation relating to the sale, gift, distribution, or use of alcoholic beverages or "intoxicating substances".
- 4) Failure to safeguard or protect any person or property from loss, damage or injury if the "bodily injury" or "property damage" arises out of 1), 2), or 3) above.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- 1) The Supervision, hiring, employment, training or monitoring of others by that insured; or
- 2) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

This exclusion applies only if "you" are in the business of manufacturing, distributing, furnishing, selling "intoxicating substances", or serve alcoholic beverages or "intoxicating substances" as a regular part of "your" business.

**j. 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.
- 2) "Bodily Injury" or "property damage" caused by, or alleged to be caused by noxious, hazardous, allergenic or toxic qualities of indoor air at any premises owned, occupied by, rented to or loaned to any "insured";
- 3) 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 lawsuit by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

This exclusion does not apply to:

- 1) The smoke, heat, or fumes from a fire that was not set or ignited at the direction of any "insured"; or
- 2) To the accidental leakage or loss of fuel, lubricants or other operating fluids from the fuel tanks or reservoirs of "mobile equipment" at a premises, site or location where "you" are performing "your work". This exception does not apply:
  - a) To the escape or dispersal of fuel, lubricants or other operating fluids from "mobile equipment" or other tanks or vessels that are maintained or used to transport or store such fuel or lubricants to or at a premises, site or location where "you" are performing "your work"; and
  - b) To any "bodily injury" or "property damage" arising out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released.
- 3) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

**k. Asbestos, lead, silica and other toxic materials**

- 1) The actual or alleged "bodily injury" or "property damage" caused by, in whole or in part, either directly or indirectly by any "insured's" sale, use, cleanup or removal of materials or substances composed of, containing or contaminated with lead, asbestos, silica, or other toxic materials or substances; or
- 2) The actual or alleged "bodily injury" or "property damage" caused in whole or in part, either directly or indirectly, by exposure to or the ingestion, inhalation, absorption, use, handling, or contact with materials composed of, containing or contaminated with lead, asbestos, silica, or other toxic materials or substances.
- 3) any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way

respond to or assess the effects of materials composed of, containing or contaminated with lead, asbestos, silica, or other toxic materials or substances.

**I. Employee Injury**

“Bodily injury”:

- 1) to an “employee” of any “insured” if it arises out of and occurs in the course of employment by an “insured” or while performing duties related to the conduct of the “insured’s” business; or
- 2) to a spouse, child, parent, brother, or sister as a consequence of “bodily injury” to such injured “employee”.

This exclusion applies where the “insured” is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for “damages” arising out of 1) or 2) above.

However, this exclusion does not apply to liability assumed by a Named Insured under a “covered contract” provided:

- 1) The “bodily injury” is suffered or sustained by an “employee” of the Named Insured, or to a spouse, child, parent, brother, or sister as a consequence of “bodily injury” to such injured “employee”; and
- 2) The “bodily injury” sustained by the “employee” of a Named Insured is covered as a compensable injury by a valid and collectible statutory workers compensation policy issued to that Named Insured.

**m. Workers Compensation**

“Bodily injury” if benefits are required to be provided by the “insured” under a workers’ compensation, disability benefits, occupational disease, unemployment compensation, or similar law. This exclusion applies regardless of any “insured’s” failure to purchase or maintain valid and collectible statutory workers’ compensation insurance.

**n. Damage to Property**

- 1) “Property damage” to property owned by, occupied by, or rented to “you”, including any cost or expense incurred by “you” or another person or organization to repair, retrofit, replace, or maintain such property for any reason, including for the purpose of avoiding injury to a person or damage to another’s property, except for “property damage” to “rented premises”. A separate “limit” applies to coverage for “property damage” to “rented premises” shown in Paragraph 5. of **SECTION V – HOW MUCH WE PAY**; or
- 2) “Property damage” to premises “you” sell, give away, or abandon, if the “property damage” arises out of any part of those premises unless the “property damage” was to premises that are “your work” and were never occupied, rented, or held for rental by “you”; or
- 3) “Property damage” to property loaned to “you” other than “your” responsibility for “property damage” liability assumed under a sidetrack agreement”; or
- 4) Any “insured’s” liability for “property damage”, other than liability assumed under a sidetrack agreement, to that specific part of real property that is or was “your work” or the subject of “your work” arising out of “your work” on such property; or
- 5) “Property damage” to that specific part of any property that must be restored, repaired, or replaced because “your work” that was performed on the property was faulty, unless such “property damage” is covered under the “products/completed work hazard” or assumed under a sidetrack agreement; or
- 6) “Property damage” to “products” if the damage arises out of the “products” or their parts; or
- 7) “Property Damage” to personal property in any “insured’s” care, custody or control.

**o. Damage to Your Work**

“Property damage” to “your work” if the “property damage” arises out of “your work” or any part of it and is included in the “products/completed work hazard”.

However, this exclusion does not apply if the damaged work or the work out of which the damage arises was performed on "your" behalf by a subcontractor and:

- 1) The subcontractor performed the work on "your" behalf under a written contract; and
- 2) The written contract with such subcontractor holds "you" harmless and indemnifies "you" for "damages" arising out of their work; and
- 3) The subcontractor provided "you" a certificate of insurance evidencing "limits" of insurance in effect at the time the work was performed equal to or greater than the "limits" of insurance on this policy covering such work; and
- 4) "you" produce, upon our request, the certificate of insurance referenced above at the time of a claim; and
- 5) The certificate indicates "you" are an additional insured on the subcontractor's policy referenced in n.3. above including claims arising out of the "products/completed work hazard".
- 6) If the "limits" of insurance shown on the subcontractor's certificate of insurance in 3) and 4) are less than this policy, the coverage granted to "you" by this exception is limited to the "limits" of insurance shown on the subcontractor's certificate of insurance.

**p. Impaired Property**

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

- 1) a delay or failure to perform a contract or agreement as specified in its terms by "you" or one acting on "your" behalf; or
- 2) a defect, deficiency, inadequacy, or unsafe condition in "your work" or "products".

However, this exclusion does not apply to the loss of use of other property resulting from sudden and accidental physical injury to or destruction of "your work" or "products" after having been put to its intended use.

**q. Recall Costs and Expenses**

Any loss, cost, or expense incurred by "you" or any other person or organization arising out of the loss of use, disposal, withdrawal, recall, inspection, repair, replacement, adjustment, or removal of "your work", "products", or "impaired property". This applies if "your work", "products", or "impaired property" is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, or unsafe condition in such work, "products", or "impaired property".

**r. Personal and Advertising Injury**

"Bodily injury" or "property damage" arising out of or caused by "personal and advertising injury".

**s. Data Records**

"property damage" to, corruption of, loss of use or function of, or inability to access, change, or manipulate "data records".

**t. Illegal or Improper Recording, Distribution or Transfer of Information or Data**

"bodily injury" or "property damage" caused by or alleged to be caused by, in whole or in part, directly or indirectly, violations of or alleged violations of:

- 1) the Telephone Consumer Protection Act of 1991 (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- 2) the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- 3) the Fair Credit Reporting Act (FCRA), including any amendments thereto, such as the Fair and Accurate Credit Transaction Act (FACTA), and any similar federal, state, or local laws, ordinances, statutes, or regulations; or
- 4) any other federal, state, or local law, regulation, statute, or ordinance that restricts, prohibits, or otherwise pertains to the collecting, communicating, recording, printing, transmitting, sending, disposal, or distribution of material or information.

**u. Work or Premises Specifically Insured Elsewhere**

Claims, demands, requests for defense, payment, or any other loss, cost or expense arising out of, caused by, or occurring at premises or "your work" covered under any insurance purchased by "you" or others on "your" behalf specifically for that premises or project under a Consolidated Insurance Program (CIP), Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Wrap-Up or similar insurance program

**v. Failure To Complete "Your Work"**

"Bodily injury", or "property damage" arising directly or indirectly out of, caused by, resulting from, or alleged to be related to any insured's failure to complete "your work".

**w. Nuclear**

"Bodily injury" or "property damage" arising directly or indirectly out of, caused by, or resulting from the hazardous properties of nuclear material or exposure to radiation or radioactivity of any kind from any source.

## **B. COVERAGE M -- MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We pay the medical expenses detailed in paragraph c. below for "bodily injury" caused by an accident:
  - 1) on premises "you" own or rent;
  - 2) on ways adjacent or next to premises "you" own or rent; or
  - 3) arising out of "your" operations.
- b. We pay such expenses regardless of fault but only if:
  - 1) they arise out of an accident that occurred in the "coverage territory" and during the policy period; and
  - 2) they are incurred and reported within one year of the accident; and
  - 3) they are not excluded under Coverage L.
- c. Medical expenses that we will pay are the reasonable and necessary expenses for:
  - 1) medical, surgical, x-ray, and dental services, including prosthetic devices and eye glasses;
  - 2) ambulance, hospital, professional nursing, and funeral services; and
  - 3) first aid at the time of an accident.
- d. The amount we will pay for medical expenses is limited as described under **SECTION V – HOW MUCH WE PAY**.

**2. ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE M**

**a. To Any Insured**

We do not pay for medical expenses for "bodily injury" to an "insured" other than a "volunteer worker".

**b. Hired People or Subcontractors**

We do not pay for medical expenses for "bodily injury" to a person hired by or on behalf of any "insured" to do work for:

- 1) an "insured"; or
- 2) a tenant of an "insured".

**c. Residents or normal occupants**

We do not pay for medical expenses for "bodily injury" to a person injured on that part of the premises owned by or rented to "you" that the person normally occupies.

**d. Athletic Activities**

We do not pay for medical expenses for "bodily injury" to a person injured while taking part in athletic activities.

**e. Products/Completed Work Hazard**

We do not pay for medical expenses for "bodily injury" included in the "products/completed work hazard".

**f. Club Members**

We do not pay for medical expenses for "bodily injury" to "your" members if "you" are a club.

**g. Workers Compensation**

We do not pay for medical expenses for bodily injury to a person if benefits are provided or required to be provided under any workers' compensation, nonoccupational disability, occupational disease, or like law.

**h. Students or Campers**

We do not pay for medical expenses for "bodily injury" to a:

- 1) student or camper enrolled in a program of any facility owned or operated by "you" or on "your" behalf; or
- 2) patient or inmate being treated or detained in a facility owned or operated by "you" or on "your" behalf.

**C. COVERAGE P -- PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We pay those sums which an "insured" becomes legally obligated to pay as "damages" due to "personal and advertising injury" to which this insurance applies. we have the right and duty to defend the "insured" against a "suit" seeking "damages" which may be covered under the Commercial Liability Coverage.

However, we have no duty to defend the "insured" against a "suit" seeking "damages" arising out of "personal and advertising injury" to which this policy does not apply. We may investigate offenses and settle claims or "suits" that we decide are appropriate.

- b. The amount we will pay for "damages" is limited as described in **SECTION V – HOW MUCH WE PAY**.
- c. we do not have to provide a defense after we have paid an amount equal to the applicable "limit" as the result of:
  - 1) a judgment;
  - 2) a settlement agreed to by us; or
  - 3) medical expenses.

We have no other liability, duty or obligation to pay sums or to performs acts or services unless specifically provided for under **SECTION III - SUPPLEMENTAL PAYMENTS**.

- d. If we defend the "insured" against a "suit" or we pay for an "insured's" defense, and we later determine that the "suit" is not covered, we have the right to be reimbursed for the defense costs we have incurred. However, our right to be reimbursed for defense costs applies only to such costs that we incur after we give "you" written notice that the "suit" may not be covered and that we are reserving our rights to end the defense coverage and to seek reimbursement for defense costs.
- e. We cover "personal and advertising injury" arising out of an offense committed in the course of "your" business, if the offense was committed:
  - 1) within the "coverage territory"; and
  - 2) during the policy period.

**2. Exclusions**

This insurance does not apply to, and we do not pay for any loss cost or expense arising out of:

**a. Professional services**

"Personal and advertising injury" arising out of:

- 1) the rendering or the failure to render a professional service; or
- 2) the "insured's" negligence or other wrongdoing in the supervision, hiring, or training of another person, if the "personal and advertising injury" arose out of the actual or alleged rendering or failure to render a professional service.

**b. Employment practices:**

"Personal and advertising injury":

- 1) to a person arising out of any:
  - a) refusal to employ that person;

- b) termination of the employment of that person;
- c) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, malicious prosecution, discrimination, sexual misconduct, or other employment-related practices, policies, acts, or omissions directed towards that person; or

2) to a spouse, child, parent, brother, or sister of that person as a consequence of "personal and advertising injury" to that person as a result of employment-related practices described in 1)a), 1)b), or 1)c) above.

This exclusion applies whether the injury as a result of 1)a), 1)b), or 1)c) above occurs before, during, or after employment of that person.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity or there is an obligation to fully or partially reimburse a third party for "damages" arising out of 1)a), 1)b), 1)c), or 2) above.

**c. War or military like action**

"Personal and advertising injury" caused directly or indirectly by the following:

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

**d. Expected, suspected or knowingly committed offenses**

"Personal and advertising injury" arising out of an offense committed by or directed by the "insured" who knew, should have known or suspected that "personal and advertising injury" would occur, was likely to occur, or be claimed to have occurred.

**e. Criminal or illegal acts**

"Personal and advertising injury" arising out of an actual or alleged criminal or illegal act committed by or directed by or actually committed or directed by an "insured".

**f. Contractual Liability**

"Personal and advertising injury" liability which is assumed by the "insured" under a contract or an agreement.

However, this exclusion does not apply to liability that an "insured" would have had in the absence of the contract or agreement.

**g. Material published that was known or suspected to be false**

"Personal and advertising injury" arising out of oral or written publication, distribution or dissemination of material done by or at the direction of the "insured" who knew or suspected that it was false.

**h. Material first published prior to the policy period**

"Personal and advertising injury" arising out of oral or written publication, distribution or dissemination of material that took place, in whole or in part, prior to the inception date shown in the "declarations".

**i. Breach of contract**

"Personal and advertising injury" arising out of breach of contract, other than using the advertising ideas of another in "your" "advertisement" under an implied contract.

**j. Failure to perform**

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

**k. "Insureds" that operate or own a media or internet/electronic type businesses**

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

- 1) advertising, broadcasting, publishing, or telecasting;
- 2) designing, developing, or coordinating the content of web sites for others; or

- 3) providing Internet access, search, service, or content capabilities.

However, this exclusion does not apply to false arrest, detention, imprisonment; malicious prosecution; and wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies and which is committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.

The placement of advertising, including frames, borders, or links, on the Internet is not in and of itself considered being in the business of advertising, broadcasting, publishing, or telecasting.

**I. Wrong description of price**

"Personal and advertising injury" arising out of wrong descriptions of the price of an "insured's" goods, products, or services as stated in "your" "advertisement".

**m. Pollution or contamination**

- 1) "Personal and advertising injury" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" at any time; or
- 2) Any loss, cost, or expense arising out of any:
  - a) request, demand, order, settlement, statute, or regulation that any "insured" or others test for, abate, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants" or contaminants; or
  - b) claim or lawsuit by or on behalf of any governmental authority relating to testing for, abating, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

**n. Patent, trademark, trade secret or copyright infringement**

"Personal and advertising injury" arising out of any violation of intellectual property rights, including infringement of trademark, trade-secret, or patent rights or copyright. With respect to this exclusion, intellectual property rights do not include the inadvertent use of the advertising ideas of others in "your" "advertisement".

However, this exclusion does not apply to an inadvertent accidental violation or infringement of copyright, slogan, or trade-dress rights that occur in "your" "advertisement" provided:

1. A "designated insured" did not know or suspect that your "advertisement" would be a violation or infringement of copyright, slogan or trade dress; and
2. "you" cease such violation or infringement upon being notified of the violation or infringement.

**o. Social Media**

"Personal and advertising injury" arising out of electronic chat rooms, gripe sites, social networking sites, blogs, bulletin boards, or other forums which the "insured" hosts, owns, or has the control or authority to manage or update.

**p. Using intellectual property of others without permission**

"Personal and advertising injury" arising out of using, without permission, the name or product of others on "your" web site, in "your" e-mail address, "advertisement", domain name, or metatags for the purpose of misleading the potential customers of another.

**q. Violation of laws regulating distribution and recording of material**

"Personal and advertising injury" arising directly or indirectly out of violations of, or alleged violations of:

- 1) the Telephone Consumer Protection Act of 1991 (TCPA), including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- 2) the CAN-SPAM Act of 2003, including any amendments thereto, and any similar federal, state, or local laws, ordinances, statutes, or regulations;
- 3) the Fair Credit Reporting Act (FCRA), including any amendments thereto, such as the Fair and Accurate Credit Transaction Act (FACTA), and any similar federal, state, or local laws, ordinances, statutes, or regulations; or
- 4) any other federal, state, or local law, regulation, statute, or ordinance that restricts, prohibits, or otherwise pertains to the collecting, communicating, recording, printing, transmitting, sending, disposal, or distribution of material or information.

**r. Nuclear**

"Personal and advertising injury" arising directly or indirectly out of, caused by, or resulting from the hazardous properties of nuclear material or exposure to radiation or radioactivity of any kind from any source.

## **SECTION III – SUPPLEMENTAL PAYMENTS**

1. If we investigate or settle a claim or defend a "suit" against an "insured", we will pay:
  - a. the court costs taxed against the "insured" in the "suit". These costs do not include attorneys' fees or attorneys' expenses taxed against any "insured";
  - b. all expenses we incur to investigate and defend;
  - c. the actual loss of earnings by the "insured" for the time spent away from work at our request. we pay up to \$250 per day;
  - d. the necessary and reasonable expenses incurred by the "insured" at our request to assist us in the defense or investigation of the claim or "suit";
  - e. pre-judgment interest awarded against the "insured" on that part of the judgment we pay. If we offer to pay the "limit", we will not pay any pre-judgment interest based on that period of time after the offer;
  - f. the interest which accrues on the entire amount of a judgment beginning with entry of a judgment and ending when we tender, deposit in court, or pay the portion of the judgment that is up to, but does not exceed, our "limit";
  - g. the cost of appeal bonds or bonds for the release of attachments up to our applicable "limit". However, we are not required to apply for or furnish such bonds; and
2. Payments under this coverage are in addition to the "limits" for the Commercial Liability Coverages.
3. If we defend an "insured" against a "suit" and an "indemnitee" of the "insured" is also named as a party to the "suit":
  - a. we will:
    - 1) defend that "indemnitee";
    - 2) pay attorneys' fees incurred by us in the defense of that "indemnitee";
    - 3) pay necessary litigation expenses incurred by us; and
    - 4) pay necessary litigation expenses incurred by the "indemnitee" at our request.
  - b. all of the following conditions must be met:
    - 1) the "suit" seeks "damages" against the "indemnitee" for which the "insured" has assumed the liability of the "indemnitee" in a written "covered contract"; and
    - 2) this insurance applies to such liability assumed by the "insured"; and
    - 3) the obligation to defend, or the cost of the defense of, that "indemnitee", has also been assumed by the "insured" in the same "covered contract"; and
    - 4) no conflict appears or is alleged to exist between the interests of the "insured" and the interests of the "indemnitee" in the allegations in the "suit" and in the information we know about the "occurrence"; and
    - 5) the "indemnitee" and the "insured" ask us to conduct and control the defense of that "indemnitee" against such "suit" and agree in writing that we can assign the same counsel to defend the "insured" and the "indemnitee"; and
    - 6) the "indemnitee" agrees in writing to:
      - a) cooperate with us in the investigation, settlement, or defense of the "suit"; and
      - b) immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "suit"; and
      - c) notify any other insurer whose coverage is available to the "indemnitee"; and

- d) cooperate with us with respect to coordinating other applicable insurance available to the "indemnitee"; and
- e) provide us with written authorization to obtain records regarding the "suit"; and
- f) provide us other information related to the "suit"; and
- g) provide us with written authorization to conduct and control the defense of the "indemnitee" in such "suit".

If the above conditions are met, such payments will not be deemed to be "damages" for "bodily injury" or "property damage" and will not reduce the "limits".

Our obligation to provide a defense for an "insured's" "indemnitee" and to pay for the "indemnitee's" defense and litigation costs as Supplemental Payments ceases when we have paid an amount equal to the applicable "limit" as the result of a judgment or settlement or when any single condition set forth under 3.b. 1), 2), 3), 4), 5), and 6) above is no longer met.

## SECTION IV – WHAT MUST BE DONE IN CASE OF LOSS

### 1. Notice --

- a. In the case of an "occurrence" or offense, or if an "insured" becomes aware of anything that indicates that there may be a claim under the Commercial Liability Coverages, "you" must see to it that we receive notice as soon as practicable. Notice to our agent shown on the "declarations" is notice to us.
- b. The notice to us must state:
  - 1) the "insured's" name, current address and phone number; and
  - 2) the policy number; and
  - 3) the time, the place, and the circumstances of the "occurrence" or offense, or the situation that indicates that there might be a claim; and
  - 4) the names and addresses of all known and potential claimants and witnesses at the time of reporting.

### 2. Cooperation --

All "insureds" involved with an "occurrence" or an offense must cooperate with us in investigating or settling a claim or defending a "suit".

### 3. Volunteer Payments --

Any payment or expense made, agreed to, or assumed by an "insured", or the assignee of an "insured" without our written consent will be paid or assumed by the "insured" or the assignee of the "insured".

However, this does not apply to first aid to others at the time of "bodily injury".

### 4. Other Duties --

If a claim is made or a "suit" is brought against any "insured", "you" and any other "insured" involved in the claim or "suit" must:

- a. promptly send to us copies of all legal papers, demands, and notices received in connection with such claim or "suit";
- b. at our request, provide written authorization to obtain records and other information permitted to be obtained by applicable law; and
- c. at our request, cooperate and assist us in:
  - 1) settling the claim;
  - 2) investigating claims and conducting "suits" or administrative hearings or proceedings. This includes attending trials, hearings, and proceedings;
  - 3) enforcing rights against all parties who may be liable to any "insured" for injury or damage that may be covered by this insurance;
  - 4) securing and giving evidence; and
  - 5) obtaining the attendance of all witnesses.

## SECTION V – HOW MUCH WE PAY

The "limits", shown on the "declarations" and subject to the following conditions, are the most we pay regardless of the number of:

- a. "insureds" under the Commercial Liability Coverages;
- b. persons or organizations who sustain injury or damage; or
- c. claims made or "suits" brought.

However, the payment of a claim under Coverage M does not mean that we admit we are liable under other coverages.

2. The General Aggregate "limit" is the most we will pay for the sum of:
  - a. all "damages" under Coverage L, except "damages" due to "bodily injury" or "property damage" included in the "products/completed work hazard";
  - b. all medical expenses under Coverage M; and
  - c. all "damages" under Coverage P.
3. The Products/Completed Work Hazard Aggregate "limit" is the most we will pay for "damages" due to "bodily injury" or "property damage" included in the "products/completed work hazard".
4. The Each Occurrence "limit", subject to the General Aggregate "limit" and the Products/Completed Work Hazard Aggregate "limit", is the most we will pay for the total of:
  - a. "damages" under Coverages L and P; and
  - b. medical expenses under Coverage M;due to all "bodily injury" and "property damage" arising out of a single "occurrence" or due to all "personal and advertising injury" sustained by one person or organization.
5. Subject to the Each Occurrence "limit", the most we pay for "property damage" to "rented premises" is \$50,000 for each "occurrence" unless otherwise shown on the "declarations".
6. The Coverage M "limit" is the most that we will pay under Coverage M for all medical expenses because of "bodily injury" sustained by any one person.
7. The General Aggregate "limit" and the Products/Completed Work Hazard Aggregate "limit" apply separately to each consecutive 12-month period beginning with the inception date of the Commercial Liability Coverage shown on the "declarations". They also apply separately to any remaining policy period of less than 12 months, unless the Commercial Liability Coverage has been extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining "limits".

## SECTION VI - CONDITIONS

1. **Bankruptcy** -- Bankruptcy or insolvency of an "insured" does not relieve us of our obligations under Commercial Liability Coverage.
2. **Insurance Under More Than One Policy** -- (Applies to all coverages except Coverage M -- Medical Payments.)
  - a. Insurance under this Commercial Liability Coverage is primary except as provided under paragraph 2.c. below, or unless otherwise stated. The amount of our liability is not reduced because of other insurance which applies to the loss on other than a primary basis.
    - 1) If the other insurance is also primary, we will share in the loss as follows:
      - a) If the other insurance provides for contribution by equal shares, we will pay equal amounts with other insurers until:
        - i. the lowest applicable "limit" under any one policy is reached; or
        - ii. the full amount of the loss is paid.

If part of the loss remains unpaid, we will pay an equal share with the other insurers until the full amount of the loss is paid, or until we have paid our "limit" in full.

- 2) If the other insurance does not provide for contribution by equal shares, we will pay, up to our "limit", but no more than that proportion of the loss to which the applicable "limit" under this policy for such loss bears to the total applicable "limit" for all insurance against the loss.
- b. Insurance under this Commercial Liability Coverage is excess over any other insurance:
  - 1) if the other insurance, whether primary, excess, contingent, or on any other basis, provides:
    - a) fire, theft, extended coverage, builders' risk, installation risk, or similar coverage for "your work"; or
    - b) fire insurance for premises rented to "you"; or
    - c) if the other insurance applies to any loss arising out of the maintenance or use of aircraft, "autos", or watercraft and is not otherwise excluded from coverage under this policy; or
    - d) any other primary insurance available to "you" covering liability for "damages" for which "you" have been added as an additional insured.
  - c. When this insurance is excess over any other insurance:
    - 1) we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will do so. However, we will be entitled to the "insured's" rights against all those other insurers.
    - 2) we will pay our share of the amount of 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 deductibles and self-insured amounts required by such other insurance.

We will share the remaining loss 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" shown on the declarations of this Commercial Liability Coverage.

- 3. **Misrepresentation, Concealment or Fraud** -- This coverage is void as to "you" and any other "insured" if before or after a loss:
  - a. "you" have, or any "insured" has, willfully concealed or misrepresented:
    - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
    - 2) the "insured's" interest herein;
  - b. there has been fraud or false swearing by "you" or any other "insured" with regard to a matter that relates to this insurance or the subject thereof.
  - c. material facts include, the following information submitted by "you" at the time of application for this insurance:
    - 1) previous or pending claims; and
    - 2) actual or projected past, present or future sales, or payroll
    - 3) details regarding your business operations and "your" "product" or "your work".
- 4. **Motor Vehicle Financial Responsibility Certification** -- When proof of financial responsibility under the provisions of any motor vehicle financial responsibility law is required, the insurance provided by this policy does not constitute compliance with the law and this policy may not be offered or considered as proof of financial responsibility or compliance with such law. Compliant commercial automobile insurance must be purchased for those vehicles to assure compliance with the law.
- 5. **Premium**
  - a. The first Named Insured shown in the "declarations" agrees that the information submitted to us was true and correct at the time of submission. The first Named Insured understands that we used the submitted information with our rates and rules for computation of premium under this policy and that they must keep records and documentation of such information.
  - b. If any Named Insured is a contractor:
    - 1) certificates of insurance proving "your" subcontractors commercial liability insurance; and
    - 2) proof of maintenance of "your" own workers compensation insurance for the policy period are part of those records.

With reasonable notice we may audit those books and records at any time during the policy period and up to three years after the termination of this policy. As an alternative we may choose for "you" to send us copies of the records, and "you" agree to send them to us upon our request.

- c. If the premium is shown on the "declarations" as a deposit premium, we will compute the final earned premium for the policy period per 5.a. above. If the resulting final earned premium calculation is more than the deposit premium paid by "you", we will bill "you" for the difference. If the final earned premium is less than the deposit premium paid by "you", we will return the difference to "you".
- d. If the premium shown in the "declarations" is flat there is no audit adjustment. However, we may still audit "your" books and records to determine the actual amount of exposures covered by the policy.

6. **Separate "insureds"** -- Coverage provided under this Commercial Liability Coverage applies separately to each "insured" against whom claim is made or "suit" is brought. This does not affect the "limits" stated under **SECTION V – HOW MUCH WE PAY**

7. **Subrogation Rights**

- a. If we pay under this Commercial Liability Coverage, and an "insured" has rights to recover all or part of such payment, such rights are transferred to us. The "insured" may not do anything after an "occurrence" offense or loss to impair such rights. If we so request the "insured" will bring "suit" or transfer their rights of recovery to us and help us enforce them.
- b. When required by a written contract executed prior to the "occurrence" offense or loss, we waive any right of recovery we may have against the person or organization party to such written contract because of payments we make for "bodily injury" or "property damage" arising out of "your work" done under such written contract with that person or organization.

8. **"Suit" Against Us**

No "suit" may be brought against us unless:

- a. all the "terms and conditions" of this Commercial Liability Coverage have been complied with; and
- b. the amount of the "insured's" liability has been determined by:
  - 1) a final judgment against an "insured" as a result of a trial; or
  - 2) a written agreement by the "insured", the claimant, and us.

No person has a right under the Commercial Liability Coverage to join us or implead us in actions that are brought to determine an "insured's" liability.

9. **Knowledge Of Bodily Injury Or Property Damage**

Knowledge of "bodily injury" or "property damage" will be deemed to have occurred at the earliest of the following times:

- a. when a "suit", claim, or demand for "damages" alleging "bodily injury" or "property damage" is received by any "designated insured";
- b. when any "designated insured" reports the "bodily injury" or "property damage" to "us" or any other insurer; or
- c. when any "designated insured" becomes aware of anything that indicates that "bodily injury" or "property damage" may have occurred or is occurring.

## LIABILITY DEDUCTIBLE

### SCHEDULE

(The information required below may be shown on a separate schedule or supplemental declarations.)

	Deductible Amount
1. "Bodily Injury" .....	..... (per claim) \$_____
	..... (per "occurrence") \$_____
2. "Property Damage" .....	..... (per claim) \$_____
	..... (per "occurrence") \$_____
3. "Bodily Injury", "Property Damage" and "Personal and Advertising Injury" ...	(per claim) \$_____
	..... (per "occurrence") \$500.00

### APPLICATION OF ENDORSEMENT

(Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss, however caused.)

The Commercial Liability Coverage is amended as follows:

### HOW MUCH WE PAY

The following is added:

1. "Our" obligation under Coverage L – Bodily Injury and Property Damage Liability and Coverage P – Personal and Advertising Injury Liability to pay "damages", loss adjustment expenses, or defense expenses on behalf of the insured applies only to the amount of "damages" and expenses in excess of any deductible amounts stated on the schedule above as applicable to such coverages.

2. The deductibles shown on the schedule apply as follows:

a. Per Claim Basis -- The per claim deductible applies as follows:

- 1) If a "bodily injury" deductible is indicated in the schedule, the deductible applies to all "damages" and expenses because of "bodily injury" sustained by one person.
- 2) If a "property damage" deductible is indicated in the schedule, the deductible applies to all "damages" because of "property damage" sustained by one person or organization, as a result of any one "occurrence".
- 3) If a combined "bodily injury", "property damage" and "personal and advertising injury" deductible is indicated in the schedule, the deductible applies to all "damages" because of "bodily injury", "property damage" and "personal and advertising injury" sustained by one person or organization as the result of any one "occurrence" or offense or a series of related "occurrences" or offenses.

b. Per "Occurrence" Basis -- The per "occurrence" deductible applies as follows:

- 1) If a "bodily injury" deductible is indicated in the schedule, the deductible applies to all "damages" because of "bodily injury" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "damages" because of that "occurrence".
- 2) If a "property damage" deductible is indicated in the schedule, the deductible applies to all "damages" because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "damages" because of that "occurrence".
- 3) If a combined "bodily injury", "property damage" and "personal and advertising injury" deductible is indicated in the schedule, the deductible applies to all "damages" because of "bodily injury", "property damage" and "personal and advertising injury" as the result of one "occurrence" or offense or a series of related "occurrences" or offenses regardless of the number of persons or organizations who sustain "damages" because of that "occurrence".

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## CONDITIONS

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1. The "terms" of the policy, including those with respect to:
  - a. "our" rights and duties with respect to the defense of suits; and
  - b. the insured's duties in the event of an "occurrence" apply irrespective of the application of the deductible amount.
2. "we" may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, "you" shall promptly reimburse "us" for such part of the deductible amount as has been paid by "us".

## AMENDATORY ENDORSEMENT FLORIDA

- Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

### Cancellation

- "You" may cancel this policy by:
  - returning the policy to "us"; or
  - giving "us" written notice and stating at what date coverage is to stop.
- "We" may cancel this policy by delivering or mailing written notice to "you" at the address shown on the "declarations". "Our" notice will state the specific reason(s) for cancellation. Proof of delivery or mailing is sufficient proof of notice.
- If this policy has been in effect for 60 days or less, "we" may cancel for any reason.
  - However:
    - "We" may cancel this policy based on property insurance claims that are the result of an act of God only if "we" can show, by claims frequency or otherwise, that "you" have failed to take action reasonably necessary as requested by "us" to prevent further damage to "your" property.
    - "We" may cancel this policy based solely on a single property insurance claim that is the result of water damage only if "we" can demonstrate that "you" have failed to take action reasonably requested by "us" to prevent a future similar occurrence of damage to the insured property.

- If "we" cancel for nonpayment of premium, "we" will give "you" notice at least 10 days before the cancellation is to be effective.
- Except as provided in 4) below, if "we" cancel for any reason other than nonpayment of premium, "we" will give "you" notice at least 20 days before the cancellation is to be effective.

However, "we" may cancel immediately if there has been:

- a material misstatement or misrepresentation; or
- a failure to comply with the underwriting requirements that "we" have established.

- If this policy is issued to cover a residential structure:
  - "We" may not cancel this policy:
    - for a period of 90 days after the residential structure has been repaired, if such structure has been damaged by a hurricane or windstorm that is the subject of a declaration of emergency issued by the Governor and an order filed by the Commissioner of Insurance Regulation; or
    - until the earlier of when such structure has been repaired or one year after "we" issue the final claim payment, if such structure has been damaged by any covered peril and item (1) above does not apply.

- b) However, "we" may cancel this policy prior to the completion of repairs as follows:
  - (1) upon 10 days' notice for nonpayment of premium; or
  - (2) upon 45 days' notice if:
    - (a) there has been a material misstatement or fraud related to the claim;
    - (b) "we" have determined that "you" have unreasonably caused a delay in the repair of the residential structure; or
    - (c) "we" have paid the policy "limits" applicable to the covered structure.
- c) A residential structure will be deemed repaired when the work is substantially completed such that the structure is insurable by another authorized insurer writing policies in Florida.
- d. If this policy has been in effect for more than 60 days, "we" may cancel based only on one or more of the following reasons:
  - 1) a failure to pay premium when due;
  - 2) a material misstatement;
  - 3) a failure to comply, within 60 days after the date of effectuation of coverage, with underwriting requirements established by "us" before the date of effectuation of coverage;
  - 4) a substantial change in the risk covered;
  - 5) the cancellation is for all insureds for a given class of insureds;
  - 6) property insurance claims that are the result of an act of God, but only if "we" can show, by claims frequency or otherwise, that "you" have failed to take action reasonably necessary as requested by "us" to prevent further damage to "your" property; or
  - 7) one or more property insurance claims that are the result of water damage, but only if "we" can demonstrate that "you" have failed to take action reasonably requested by "us" to prevent a future similar occurrence of damage to the insured property.

Notwithstanding 1) through 7) above, "we" may not cancel based on any reason prohibited by law. If this policy is issued to cover a residential structure or its contents, this includes but is not limited to credit information available in public records.

- e. If this policy has been in effect for more than 60 days and:
  - 1) "we" cancel for nonpayment of premium, "we" will give "you" notice at least 10 days before the cancellation is to be effective;
  - 2) except as provided in 3) and f. below, "we" cancel for one or more of the reasons provided in d.2) through d.7) above, "we" will give "you" notice at least 45 days before the cancellation is to be effective; or
  - 3) this policy is issued to cover a residential structure or its contents, if "we" cancel for any reason other than nonpayment of premium, "we" will give "you" notice at least 120 days before the cancellation is to be effective.
- f. If this policy has been in effect for more than 60 days and is issued to cover a residential structure:
  - 1) "We" may not cancel this policy:
    - a) for a period of 90 days after the residential structure has been repaired, if such structure has been damaged by a hurricane or windstorm that is the subject of a declaration of emergency issued by the Governor and an order filed by the Commissioner of Insurance Regulation; or

- b) until the earlier of when such structure has been repaired or one year after "we" issue the final claim payment, if such structure has been damaged by any covered peril and item a) above does not apply.
- 2) However, "we" may cancel this policy prior to the completion of repairs as follows:
  - a) upon 10 days' notice for nonpayment of premium; or
  - b) upon 45 days' notice if:
    - (1) there has been a material misstatement or fraud related to the claim;
    - (2) "we" have determined that "you" have unreasonably caused a delay in the repair of the residential structure; or
    - (3) "we" have paid the policy "limits" applicable to the covered structure.
- 3) A residential structure will be deemed repaired when the work is substantially completed such that the structure is insurable by another authorized insurer writing policies in Florida.

g. If this policy is:

- 1) issued to cover a residential structure or its contents; and
- 2) "we" cancel for nonpayment of premium which results from failure of the mortgagee to pay the premium when due;

"we" will reinstate the policy retroactive to the date of cancellation if the premium is received not more than 90 days after the due date. By Florida law, the mortgagee is required to reimburse "you" for any penalty or fee imposed by "us" and paid by "you" for reinstating the policy.

- h. Notwithstanding c. through g. above, if this policy is issued to cover a residential structure or its contents, "we" may cancel by giving "you" notice at least 45 days before cancellation is effective if the Florida Office of Insurance Regulation finds that the cancellation of some or all of "our" policies covering residential structures or their contents is necessary to protect the best interests of the public or policyholders due to:
  - 1) "our" financial condition;
  - 2) the lack of adequate reinsurance coverage for hurricane risk; or
  - 3) other relevant factors;and the Florida Office of Insurance Regulation approves "our" plan for early cancellation of some or all of "our" policies.
- i. If "you" or "we" cancel this policy, "your" return premium, if any, will be refunded within 15 business days after the effective date of cancellation unless the final policy premium is determined by audit. If the final policy premium is determined by audit, an audit will be performed and premium refunded within 90 days from the date of cancellation. If an audit cannot be completed within that time, "we" will accept audit information that "you" provide and refund any return premium within 10 business days after "we" receive the necessary audit information from "you". If "we" are unable to obtain audit information due to "your" lack of cooperation, the deposit premium will be considered fully earned. In all cases, if the return premium is \$5.00 or less, "we" will not provide a refund unless "you" expressly request it. Payment or tender of unearned premium is not a condition of cancellation.

2. Under Common Policy Conditions, the following condition is added:

**Nonrenewal**

- a. If "we" do not renew this policy, "we" will give "you" notice at the address shown

on the "declarations". "Our" notice will state the specific reason(s) for nonrenewal. Proof of delivery or mailing is sufficient proof of notice.

b. "We" may nonrenew this policy for any reason.

However:

- 1) "We" may nonrenew this policy based on property insurance claims that are the result of an act of God only if "we" can show, by claims frequency or otherwise, that "you" have failed to take action reasonably necessary as requested by "us" to prevent further damage to "your" property.
- 2) "We" may nonrenew this policy based solely on a single property insurance claim that is the result of water damage only if "we" can demonstrate that "you" have failed to take action reasonably requested by "us" to prevent a future similar occurrence of damage to the insured property.
- 3) "We" may nonrenew this policy based on the filing of claims for sinkhole loss only if:
  - a) the total of such claim payments equals or exceeds the policy "limits" of coverage for the policy in effect on the date of loss, for property damage to the covered building(s), as set forth on the "declarations"; or
  - b) "you" have failed to repair the structure in accordance with the engineering recommendations made pursuant to Florida law upon which any payment or policy proceeds were based.
- 4) "We" may not nonrenew for any reason prohibited by law. If this policy is issued to cover a residential structure or its contents, this includes but is not limited to credit information available in public records.

c. Except as provided in d. and e. below, if "we" do not renew this policy, "we" will give "you" notice at least 45 days before the nonrenewal is to be effective.

d. Except as provided in e. below, if this policy is issued to cover a residential structure or its contents, "we" will give "you" notice at least 120 days before the nonrenewal is to be effective.

However, if the Florida Office of Insurance Regulation finds that the nonrenewal of some or all of "our" policies covering residential structures or their contents is necessary to protect the best interests of the public or policyholders due to:

- 1) "our" financial condition;
- 2) the lack of adequate reinsurance coverage for hurricane risk; or
- 3) other relevant factors;

and the Florida Office of Insurance Regulation approves "our" plan for early nonrenewal of some or all of "our" policies, "we" will give "you" notice at least 45 days before the nonrenewal is to be effective.

e. If this policy is issued to cover a residential structure:

- 1) "We" will give "you" notice at least 90 days before the nonrenewal is to be effective, and such effective date will not be:
  - a) less than 90 days after the residential structure has been repaired, if such structure has been damaged by a hurricane or windstorm that is the subject of a declaration of emergency issued by the Governor and an order filed by the Commissioner of Insurance Regulation; or
  - b) until the earlier of when such structure has been repaired or one year after "we" issue the final claim payment, if such

structure has been damaged by any covered peril and item a) above does not apply.

2) However, "we" may nonrenew this policy prior to the completion of repairs as follows:

- a) upon 10 days' notice for nonpayment of premium; or
- b) upon 45 days' notice if:
  - (1) there has been a material misstatement or fraud related to the claim;
  - (2) "we" have determined that "you" have unreasonably caused a delay in the repair of the residential structure; or
  - (3) "we" have paid the policy "limits" applicable to the covered structure.

3) A residential structure will be deemed repaired when the work is substantially completed such that the structure is insurable by another authorized insurer writing policies in Florida.

3. Under Common Policy Conditions, the following condition is added:

**Renewal** -- If "we" decide to renew this policy, "we" will give "you" written notice of the renewal premium at least 45 days prior to the renewal date.

4. Under Common Policy Conditions, Inspections is deleted and replaced by the following:

**Inspections** -- "We" have the right, but are not obligated, to inspect "your" property and operations. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report is not an agreement that "your" property or operations are:

- a. safe;
- b. healthful; or
- c. in compliance with laws, rules, or regulations.

Inspections or reports are for "our" benefit only.

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## **AMENDATORY ENDORSEMENT**

The reference to words that have special meaning is deleted and replaced by the following:

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

## **CERTIFIED TERRORISM LOSS DISCLOSURE OF PREMIUM AND FEDERAL SHARE OF INSURED LOSSES**

(The entries required to complete this endorsement will be shown  
below, on the "declarations", or on the "schedule of coverages".)

### **SCHEDULE**

Certified Terrorism Loss Premium \$ 0 \_\_\_\_\_

Additional information, if any, concerning terrorism premium:

Federal share of terrorism losses: 80 %

1. The portion of "your" premium that is attributed to coverage for "certified terrorism loss" is shown in the Schedule above.
2. Coverage for "certified terrorism loss", to the extent that such coverage is provided by this policy or Coverage Part, will be partially reimbursed by the United States Department of the Treasury under the federal Terrorism Risk Insurance Program. Under such program, the Treasury pays a percentage of insured losses for "certified terrorism loss" that exceeds the statutorily established deductible that "we" retain. The percentage paid by the Treasury is shown in the Schedule above.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended (the Act), exceed \$100 billion in a calendar year (January 1 through December 31), the Treasury will not make payment for any portion of the amount of such losses that exceeds \$100 billion.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded \$100 billion in a calendar year, and "we" have met "our" insurer deductible under the Act, "we" will not pay for any portion of "certified terrorism loss" that exceeds \$100 billion. If the "certified terrorism loss" exceeds \$100 billion in a calendar year, losses up to \$100 billion are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Act.

This endorsement changes the Commercial Liability, Personal Liability, or Farm Personal Liability Coverage provided by this policy.

-- PLEASE READ THIS CAREFULLY --

## AMENDMENT OF POLICY TERMS FLORIDA

The **Misrepresentation, Concealment Or Fraud** condition is replaced by:

This coverage may be voided if, before or after a loss:

a. an **insured** has willfully concealed or misrepresented:

- 1) any material fact or circumstance concerning this coverage; or

2) an **insured's** interest herein if material.

This means **we** would not have issued the coverage at the premium charged if **we** had known the facts **you** concealed or misrepresented.

b. there has been fraud or false swearing by an **insured** with respect to this coverage or the subject thereof.

## CERTIFIED TERRORISM LOSS

1. The following definitions are added.
  - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
    - 1) to be an act of terrorism;
    - 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
    - 3) to have resulted in damage:
      - a) within the United States; or
      - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
    - 4) 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; and
  - 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
  - a. "Certified terrorism loss" means loss that results from a "certified act of terrorism".
  2. The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".
  3. The following provision is added.

If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.

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## EXCLUSION -- WET ROT, DRY ROT, BACTERIA, OR FUNGI

The Commercial Liability Coverage is amended as follows:

1. The following exclusions are added:
  - a. "We" do not pay for actual or alleged "bodily injury" or "property damage" (or "personal injury" or "advertising injury", when provided by this policy) that results directly or indirectly from ingestion of, inhalation of, physical contact with, or exposure to:
    - 1) wet rot; dry rot; a bacterium; or a fungus, including but not limited to mildew and mold; or
    - 2) a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, or a fungus, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
  - b. "We" do not pay for any loss, cost, or expense arising out of any request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of:
    - 1) wet rot; dry rot; a bacterium; or a fungus, including but not limited to mildew and mold; or
    - 2) a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, or a fungus, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
- c. "We" do not pay for any loss, cost, or expense arising out of any claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of:
  - 1) wet rot; dry rot; a bacterium; or a fungus, including but not limited to mildew and mold; or
  - 2) a chemical, matter, or a compound produced or released by wet rot, dry rot, a bacterium, or a fungus, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.

2. However, exclusion 1.a. above does not apply to:

- a. "bodily injury" that results from a fungus cultivated or harvested for human consumption or a food-borne or beverage-borne bacterium that causes illness commonly known as food poisoning (Food-borne or beverage-borne bacteria that cause illness commonly known as food poisoning include but are not limited to *Staphylococcus aureus*, *Salmonella*, *Clostridium perfringens*, *Campylobacter*, *Listeria monocytogenes*, *Vibrio parahaemolyticus*, *Bacillus cereus*, and *Escherichia coli*); or
- b. "bodily injury" suffered by an "employee" of an "insured" while performing duties in connection with the "insured's" farming operations, but only to the extent that "bodily injury" to an "insured's" "employees" is covered by this policy.

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## CALENDAR DATE OR TIME FAILURE EXCLUSION

The Commercial Liability Coverage is amended as follows:

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### EXCLUSIONS

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The following exclusion is added:

"We" do not pay for "property damage" (or "personal injury" or "advertising injury", if provided by the Commercial Liability Coverage) resulting from the failure of any electronic data processing equipment, computer program, software, media, or data to correctly recognize, interpret, or process any encoded, abbreviated, or encrypted date or time.

## NON-OWNED & HIRED AUTO LIABILITY

The Commercial Liability Coverage provided by this policy is amended as follows:

**Schedule:**

The following limit applies to the coverage provided by this endorsement.

Each Occurrence Limit: \$ 1,000,000

The limit shown above is included within the limits shown on the "declarations". Payments we make due to the coverage provided by this endorsement reduce the limits shown in the Declarations that are available for a single "occurrence". If the above is not completed the Each Occurrence Limit shown on the "declarations" applies.

1. Subject to the Each Occurrence Limit shown in the schedule above, Exclusion H of **Coverage L – Bodily Injury and Property Damage Liability** does not apply to "your" use of a "non-owned auto" of the "private passenger type" or a "hired auto" of the "private passenger type" operated by an "employee" in the "normal course" of "your" business.
2. **The following exclusions are added to Coverage L – Bodily Injury and Property Damage Liability for the coverage provided by this endorsement:**

This insurance does not apply to:

- a. "Property damage" to property:
  - (1) In or upon, or being transported by, a "non-owned auto" or a "hired auto"; or
  - (2) Property owned by, or in the care custody or control, of any "insured".
- b. The operation, maintenance, or use of a "non-owned auto" or a "hired auto" to deliver "products" or property of any kind, or to transport people.
- c. The operation, maintenance, or use of a "non-owned auto" or a "hired auto" in, or in the practice or preparation for, racing, speed, pulling or pushing, demolition, stunt activities or any contest or competition.
- d. "Bodily injury" to occupants of, or people getting in, on, out or off of a "non-owned auto" or a "hired auto".
- e. "Bodily injury" or "property damage" arising out of an "auto business". This exclusion applies regardless of "your" activities other than the "auto business" or the degree to which the "auto business" contributes to your sales or operations.
- f. Liability assumed under a contract or agreement. However, this exclusion does not apply to liability for "damages" that "you" would have had in the absence of the contract or agreement.
- g. "Bodily injury" or "property damage" arising out of the use of a "non-owned auto" or "hired auto" for any outside sales.

- h. The ownership, operation, maintenance, or use of a “non-owned auto” or “hired auto” in a “transportation network program”, a shuttle service, or any other operation involving the transport of people or cargo.
- i. The ownership, operation, maintenance, or use of a “non-owned auto” by an “employee” as their transportation to get to or from their assigned work site.
- j. The use or operation of a “non-owned auto” or “hired auto” by any person that has had any of the following violations or tickets issued for violations in the previous five years:
  - (1) Driving under the influence, driving while intoxicated or other such violation that includes specifications that the person was driving while impaired by any substance; or
  - (2) Reckless operation of a motor vehicle.
 This exclusion applies whether or not the “insured” knew of the violation, or was negligent in the training, hiring, or supervision of any “employee”.
- k. The ownership, operation, maintenance or use of a “non-owned auto” or “hired auto” for which “you” are required to maintain financial responsibility and/or mandatory automobile liability insurance, or provide proof of financial responsibility.
- l. “Bodily injury” or “property damage” arising out of, or alleged to be caused by, the rendering or failure to render adequate driver training or education.

**3. With respect to the coverage provided by this endorsement, the following definitions are added:**

- a. “Auto business” means the business, occupation, operation or activity of selling, servicing, repairing, storing, or parking “autos”.
- b. “Hired auto” means any “auto” of the “private passenger type” “you” hire or borrow on an occasional and temporary basis. “Hired auto” does not include:
  - (1) Any “auto” “you” lease, hire, or borrow from any of “your” “employees” or members of their households, or from any partner or “executive officer” of “yours”; or
  - (2) Any “auto” covered by valid and collectible commercial automobile insurance or garage liability insurance purchased by “you” or available to “you”; or
  - (3) any “auto” “you” lease, hire or borrow for a period of time in excess of seven consecutive (7) days.
- c. “Non-owned auto” means any “auto” of the “private passenger type” “you” do not own, hire, or lease which is used by an “employee” in the “normal course” of “your” business., provided that the driver is either the owner or lessee of the vehicle or operating the vehicle with permission of the owner or lessee;
   
“Non-owned auto” does not include:
  - (1) any “autos” owned or leased by a partner, member, or owner if “you” are a partnership, limited liability company or sole proprietor; or
  - (2) Any “auto” covered by valid and collectible commercial automobile insurance or garage liability insurance purchased by “you” or available to “you”.
- d. “Normal course” means only those activities necessary to “your” business and do not include personal or recreational use of any “auto” that is not part of job duties of “your” employee” driver of a “non-owned auto” or “hired auto”.
- e. “Private passenger type” means a motor vehicle that has a private passenger, station wagon, SUV, minivan, cross over or pickup body type.

f. "Transportation network program" means an online-enabled program or application that is used to connect customers with drivers who are using vehicles to provide delivery or transportation services for compensation.

**4. With respect to the coverage provided by this endorsement, the definition of "insured" is deleted and replaced by the following:**

- a) "Insured" means:
  - (1) "you";
  - (2) with respect to a "non-owned auto", "your" partners, "your" executive officers, or "your" managers (if "you" are a limited liability company), but only while the "non-owned auto" is used in "your" business; and
  - (3) any other person or organization, but only with respect to their liability because of the acts or omissions of an "insured" under (1) or (2) immediately above.
- b) None of the following is an "insured":
  - (1) any person for "bodily injury" to an "employee" of an "insured", or consequential injury to a spouse, child, parent, brother, sister or a dependent or heir of such "employee", or for an obligation to fully or partially reimburse or pay a third party for "damages" because of the injury; or
  - (2) any partner, executive officer, or manager (if "you" are a limited liability company), with respect to an "auto" owned or leased by such partner, officer, or manager or a member of his or her household; or
  - (3) any person while employed in or otherwise engaged in duties in connection with an "auto business"; or
  - (4) the owner or lessee (of whom "you" are a sublessee) of a "hired auto" or the owner or lessee of a "non-owned auto" or any agent or "employee" of any such owner or lessee.
  - (5) any person or organization that is not shown on the "declarations" as an insured.

This endorsement changes the Commercial  
Liability Coverages provided by this policy  
**-- PLEASE READ THIS CAREFULLY --**

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## **EXCLUSION - DATA BREACH LIABILITY**

The Commercial Liability Coverages are amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

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### **COMMERCIAL LIABILITY COVERAGES**

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The following exclusion is added to Coverage L and Coverage P:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of disclosure of or access to private or confidential information belonging to any person or organization.

This exclusion also applies to "damages" for any expenses incurred by "you" or others arising out of disclosure of or access to private or confidential information belonging to any person or organization, including expenses for credit monitoring, notification, forensic investigation, and legal research.

## EXCLUSION -- COMMUNICABLE DISEASE

The Commercial Liability Coverage of this policy is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

### EXCLUSIONS

The following exclusions are added to Coverage L – Bodily Injury and Property Damage Liability and Coverage P – Personal and Advertising Injury Liability

1. "We" do not pay for "bodily injury", "property damage" or "personal and advertising injury" that arises out of the actual or alleged transmission of a communicable disease by:
  - a. a person;
  - b. an "insured's" property, including "products"; or
  - c. the property of others in the care, custody, or control of an "insured".

This exclusion applies even if the claim or suit against any "insured" alleges negligence or other improper action in the:

- a. failure to report the communicable disease to proper authorities;
- b. failure to prevent the spread of the communicable disease;

- c. hiring, supervising, training, employing, or monitoring of others who may be infected with and spread a communicable disease; or
- d. testing or failure to test for a communicable disease.

2. "We" do not pay for any loss, cost, or expense arising out of any:
  - a. request, demand, or order that any "insured" or others test for, monitor, report, clean up, remove, contain, treat, detoxify, disinfect, sterilize, neutralize, or in any way respond to, assess the effects of, or eliminate a communicable disease or the conditions to which a communicable disease is attributed; or
  - b. claim or suit by or on behalf of any governmental body or authority relating to testing for, monitoring, reporting, cleaning up, removing, containing, treating, detoxifying, disinfecting, sterilizing, neutralizing, or in any way responding to, assessing the effects of, or eliminating a communicable disease or the conditions to which a communicable disease is attributed.
3. As used in this endorsement, a communicable disease is defined as a disease which is caused by parasites, bacteria, viruses, prions, or organisms and is transmitted from person to person or is transmitted directly or indirectly from person to animal, animal or other property to person, or animal to animal or other property.

## WRONGFUL EVICTION EXCLUSIONARY ENDORSEMENT

The Commercial Liability Coverage offered by this policy is amended as follows:

The definition of "personal injury and advertising injury" is deleted and entirely replaced by the following:

"Personal and advertising injury" means injury, including "bodily injury" that is a consequence thereof, arising out of one or more of the following offenses:

- a. oral or written publication, including electronic publication, of material that:
  - 1) slanders or libels a person or organization;
  - 2) disparages a person's or an organization's goods, products, or services; or
  - 3) violates a person's right of privacy;
- b. false arrest, detention, or imprisonment;
- c. malicious prosecution;
- d. misappropriation of advertising ideas of another in "your" "advertisement";
- e. infringement of the copyright, slogan, or trade-dress of another in "your" "advertisement".

## **SPORTS PARTICIPANTS EXCLUSION**

This endorsement modifies insurance provided under the following:

Commercial Liability Coverages

The following is added to the exclusions under Coverage L and Coverage P:

This insurance does not apply to claims for "bodily injury" or "personal and advertising injury" arising out of injury or damage to any person while practicing for, competing, officiating, or otherwise participating in any contest, event, or competition of an athletic or sports nature.

This exclusion applies even if the claims against an "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training, sponsorship, provision, or monitoring of others or a premises by an "insured".

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

## **HUMAN TRAFFICKING EXCLUSION**

This endorsement modifies insurance provided under the following:

### Commercial Liability Coverages

a. The following exclusion is added to Coverage L and Coverage P:

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

1. The actual or threatened "human trafficking" of any person; or
- 2.. Any "insured's" responsibility or duty to:
  - a.. report, stop, thwart, or reduce "human trafficking" or prostitution activities at any site or location; or
  - b.. train any person or organization to recognize and report signs of suspected "human trafficking", sex trafficking or identify victims that may be or are being trafficked.

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 any "insured", if the "occurrence" or offence which caused the "bodily injury", "property damage", or "personal and advertising injury" was the result of actual or alleged "human trafficking" or prostitution.

b. The following definition is added to the policy for the purposes of this endorsement:

"Human Trafficking" means detaining, transporting, coercing or recruiting any person to perform labor, sexual activities, or otherwise be held against their will, have their movements restricted, or perform involuntary acts regardless of whether or not they receive any compensation, food, clothing, debt relief, or any other actual or alleged benefit. Human trafficking includes but is not limited to acts that result in:

- a. forced labor
- b. Sex trafficking and/or prostitution or other involuntary sex acts
- c. Organ trafficking
- d. Impressed military or armed service
- e. Domestic or commercial servitude
- f. Debt bondage

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

## **EXCLUSION – DAMAGE OR LOSS SUSTAINED FROM EXPOSURES OR AREAS UNDER THE CONTROL OR RESPONSIBILITY OF A MASTER ASSOCIATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY COVERAGES**

**I. The following exclusion is added to paragraph A.2. EXCLUSIONS APPLICABLE TO  
COVERAGE L OF SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES:**

"We" do not pay for actual or alleged "bodily injury" or "property damage" arising out of any exposure, property, location, or operation conducted by or on behalf of any "master association" or for which a "master association" is responsible or may be held liable.

**II. The following definition is added to paragraph B. of SECTION I – DEFINITIONS:**

"Master association" means any association, organization, or entity that manages common areas shared by the "insured" shown in the "declarations".

All other terms and conditions of this policy remain unchanged.

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

## **EXCLUSION – COLLECTION, STORAGE, SALE TRANSFER OR USE OF BIOMETRIC INFORMATION OR CONFIDENTIAL AND SENSITIVE INFORMATION**

### **I. The following exclusion is added to the coverage provided by this policy:**

"We" do not pay for "personal and advertising injury", "bodily injury" or "property damage" arising out of or caused by or alleged to arise out of or have been caused by, in whole or in part, any "insured" collecting, using, providing, storing, transferring, or selling any "biometric information" or "confidential and sensitive information" of any kind for any reason.

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 an "insured", if the "occurrence" or offence which caused the "bodily injury", "property damage", or "personal and advertising injury", involved collecting, using, providing, storing, transferring or selling any "biometric information" or "confidential and sensitive information" of any kind for any reason. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

### **II. The following definitions are added for the purposes of this endorsement:**

- a. "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, facial recognition, iris recognition, voice recognition, or DNA. "Biometric identifiers" do not include writing samples, written signatures, photographs, or security camera footage.
- b. "Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's "biometric identifier" used to identify an individual.
- c. "Confidential and sensitive information" means personal information that can be used to uniquely identify an individual or an individual's account or property. "Confidential and sensitive information" includes, but is not limited to:
  - a. a genetic marker,
  - b. genetic testing information,
  - c. a voice recording or voice print
  - d. a unique identifier number to locate an account or property,
  - e. an account number,
  - f. a PIN number,
  - g. a pass code,
  - h. a driver's license number,
  - i. a social security number.

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

## **CONDITIONAL ANIMAL COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY COVERAGES**

**A. The following exclusions are added to paragraph A.2. EXCLUSIONS APPLICABLE TO COVERAGE L of SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES, and paragraph C.2. EXCLUSIONS of SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES**

- 1.** This insurance does not apply to "bodily injury", "property damage", or "personal injury and advertising injury" arising out of, caused by, or resulting from any animal.
- 2.** This exclusion only applies to the liability of any "insured" for any animal:
  - a.** Owned by an "insured"; or
  - b.** In the care custody or control of an "insured"; or
  - c.** For which an "insured" is legally responsible by reason of a tenant's ownership, care, custody, or control of such animal.
- 3.** This exclusion applies even if the claims against an "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others or a premises by an "insured", if the "occurrence" or offense which caused the "bodily injury", "property damage", or "personal and advertising injury", was caused by, in whole or in part, an animal.

**B. "We" will provide a conditional coverage for that excluded in paragraph A. above as follows:**

- 1.** The exclusion in paragraph A. does not apply to claims for "bodily injury", "property damage", or "personal injury and advertising injury" caused by an animal attack or animal caused injury or damage that an "insured" becomes legally obligated to pay that are not otherwise excluded by this policy but only if:
  - a.** "You" have not had claims or allegations of any kind in the previous five years excluded in paragraph A. above at the location(s) insured by this policy; and
  - b.** "Your" lease, rental agreement or condominium association or homeowners' association membership agreement contains a valid and enforceable unlimited hold harmless and indemnity agreement that applies to the entirety of any claim otherwise excluded by paragraph A. above, and you produce that agreement upon "our" request; and
  - c.** "You" have a certificate of insurance evidencing personal liability insurance in force at the time of the "occurrence" covering "your" tenant who owns or is otherwise responsible for the animal with a limit of liability no less than \$100,000 per "occurrence" and "you" produce that certificate upon "our" request; and
  - d.** "You" have and enforce a pet policy that requires animals in publicly accessible or common areas to be leashed and forbids "exotic animals", animals with a previous bite incident, and further forbids the following breeds from the premises:
    - i.)** American Pit Bull Terrier or Pit Bull mixes
    - ii.)** German shepherd

- iii.) Rottweiler
- iv.) Chow
- v.) American Bulldog
- vi.) Doberman pinschers
- vii.) Bullmastiff
- viii.) Siberian Husky

Enforcement does not mean “we” expect a guarantee of total absence from the insured premises of unleashed or forbidden animals, but rather a demonstrated good faith effort of pre-planned enforcement actions against offending parties up to and including eviction proceedings.

**C. The following definition is added to paragraph B. of SECTION I – DEFINITIONS:**

“Exotic animals” means any version or hybrid of an animal more typically found in the wild whether or not domesticated or born in captivity. This applies regardless of any filing of need for emotional support by the owner if such animal is a domesticated version of a wild animal. Examples include, but are not limited to, wolves and wolf hybrids, wild cats, coyotes, lions, monkeys, apes, otters, all poisonous reptiles, alligators, crocodiles, birds of prey, or any animal banned from private ownership by the strictest of any applicable law, rule, regulation, or ordinance.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – FIREARMS AND DEVICES DESIGNED FOR PERSONAL PROTECTION

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY COVERAGES

The following exclusion is added to paragraph **A.2. EXCLUSIONS APPLICABLE TO COVERAGE L.** of **SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES**, and paragraph **C.2. EXCLUSIONS** of **SECTION II – INSURING AGREEMENTS – PRINCIPAL COVERAGES**:

1. This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of:
  - a) The actual or threatened use or misuse (including but not limited to the accidental discharge) of any firearm or device designed for personal protection by anyone; or
  - b) The negligent:
    - i. Employment;
    - ii. Investigation;
    - iii. Supervision;
    - iv. Training; or
    - v. Retention;of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph **1.a)** above; or
  - c) Any "insured's" failure in their duty to maintain a safe and secure premises if the "bodily injury", "property damage", or "personal and advertising injury" is excluded, in whole or in part, by Paragraph **1.a)** or **1.b)** above.
  2. "We" shall have no duty to defend or indemnify any claim, demand, "suit", action, arbitration, alternative dispute resolution or any other judicial or administrative proceeding seeking "damages", equitable relief, injunctive relief, or administrative relief where any actual or alleged "bodily injury", "property damage", or "personal and advertising injury" arises out of:
    - a) Any combination of causes, if at least one of those causes involves the actual or threatened use or misuse (including but not limited to the accidental discharge) of any firearm or any device designed for personal protection; or
    - b) The actual or threatened use of any firearm or any device designed for personal protection as a concurrent cause of injury regardless of whether the actual or threatened use of any firearm or any device designed for personal protection is the proximate cause of injury; or
    - c) Any act or omission in connection with the prevention or suppression of the actual or threatened use or misuse (including but not limited to the accidental discharge) of any firearm or any device designed for personal protection.
  3. This exclusion applies even if the person alleged to have actually used or misused (including but not limited to the accidental discharge) or threatened to use any firearm or device designed for personal protection:
    - a) Does not have the capacity to understand their behavior or form the necessary intent to use or misuse (including but not limited to the accidental discharge) or threaten to use any firearm or any device designed for personal protection; or

Believes that such actual or threatened use or misuse (including but not limited to the accidental discharge) of any firearm or any device designed for personal protection is warranted, deserved or otherwise beneficial or harmless.

All other "terms and conditions" of this policy remain unchanged by this exclusion.

This endorsement changes the Commercial  
Liability Coverage provided by this policy  
-- PLEASE READ THIS CAREFULLY --

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## **ADDITIONAL INSURED CONDOMINIUM UNIT OWNERS**

The Commercial Liability Coverage is amended as follows:

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### **DEFINITIONS**

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The definition of "insured" is amended to include each individual unit-owner or lot-owner of the "insured" named on the declarations, but only with respect to liability arising out of the unit-owner's or lot-owner's interest in the common areas and facilities.

## LIMITATION OF COVERAGE TO LOCATIONS, PROJECTS OR OPERATIONS DESCRIBED IN THE DECLARATIONS

This endorsement modifies the **COMMERCIAL LIABILITY COVERAGE**

**A. Paragraph 1.e. of the Insuring Agreement for **COVERAGE L – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and entirely replaced by the following:**

- e. This insurance applies only to "bodily injury" or "property damage":
  - 1) caused by an "occurrence" which takes place in the "coverage territory":
    - a. Occurs at a location specifically described in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid; or
    - b. Arises out of "products" or "your work" specifically shown in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid; and
  - 2) which occurs during the policy period; and
  - 3) which is not a continuation of, resumption of, or change in "bodily injury" or "property damage" that was known by a "designated insured" prior to the inception date of the policy period. If a "designated insured" knew, as stated under the **SECTION VI – CONDITIONS** paragraph **9. Knowledge of Bodily Injury or Property Damage** prior to the inception date of the policy period, that "bodily injury" or "property damage" had occurred, any continuation of, resumption of, or change in such "bodily injury" or "property damage" will be deemed to have been known by the "designated insured" prior to the inception date of the policy period.

**B. Paragraph a. of the Insuring Agreement for **Coverage M – Medical Payments** is deleted and entirely replaced by the following:**

- a. We pay the medical expenses detailed in paragraph c. below for "bodily injury" caused by an accident:
  - 1) at a location specifically described in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid; or
  - 2) on the ways adjacent or next to a location specifically described in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid; or
  - 3) Arises out of "your" on going operations at a location where "your work" specifically shown in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid is being performed.

**C. Paragraph 1.e. of the Insuring Agreement for **COVERAGE P --PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted and entirely replaced by the following:**

e. We cover "personal and advertising injury" arising out of an offense committed in the course of "your" business, if the offense was committed:

- 1) During the policy period; and
- 2) at a location within the "coverage territory" that is specifically described in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid; or
- 3) in connection with "products" or "your work" specifically shown in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid

However, with respect to Paragraph 3) of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- 1) False arrest, detention or imprisonment; or
- 2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor not otherwise excluded or limited;

then such offense must arise out of "your" business performed at a location within the "coverage territory" that is specifically described in the "declarations" applying to this Commercial Liability Coverage for which a premium has been paid.

All other terms, conditions and endorsements remain unchanged

## EXCLUSION - POLYFLUOROALKYL AND PERFLUOROALKYL SUBSTANCES

This endorsement modifies insurance provided under the following:

Commercial Liability Coverages

### I. The following exclusion is added to Coverage L and Coverage P:

This insurance does not apply to:

- A. Any actual, alleged, threatened, or suspected "bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by or contributed to, or in any way related to "PFAS", including, but not limited to:
  1. Inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "PFAS";
  2. Design, manufacture, storage, processing, packaging, handling, testing, distribution, sale or disposal of "PFAS";
  3. Discharge, dispersal, seepage, migration, release, flaking, leakage, leaching, friability, release or escape of "PFAS"
  4. Providing or failing to provide warnings or instructions with respect to "PFAS";
  5. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "PFAS"; or
  6. Violation of any national, state, or local law or regulation related to "PFAS";
- B. Any request, demand, order or statutory, regulatory or legal requirement of any kind that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess or remediate the effects of "PFAS";
- C. Any claim or suit by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to, or assessing the effects of "PFAS"; or
- D. Any other injury or damage, liability, loss, cost, expense, fine or penalty arising out of or in any way related to "PFAS" including but not limited to punitive or exemplary damages.

### II. For the purposes of this endorsement the following definition is added:

"PFAS" means:

- a. any perfluoroalkyl or polyfluoroalkyl substances; any fluorinated polymers; or any goods or products, materials, compounds, or substances that consist of or contain any amount of perfluoroalkyl substances, polyfluoroalkyl substances, or fluorinated polymers.
- b. "PFAS" includes, but is not limited to, any substance, material, product, component part or other solid, liquid or gaseous matter, including waste, containing, in whole or in part, alone or in combination, any:
  - 1) perfluoroalkyl acids; or
  - 2) perfluoroalkyl carboxylic acids; or
  - 3) perfluoroalkyl carboxylates; or
  - 4) perfluoroalkane sulfonic acids; or
  - 5) perfluoroalkane sulfonates; or
  - 6) perfluoroalkane sulfonamides; or
  - 7) Fluoropolymers; or
  - 8) Perfluoropolymers; or
  - 9) side-chain fluorinated polymers; or

- 10) perfluoroalkyl ether carboxylic acids; or
- 11) fluorotelomer substances; or
- 12) perfluoroalkane sulfonamido substances; or
- 13) fluorinated polymers; or
- 14) any chemical compound that has a fluorine atom attached to an alkyl chain containing at least one per fluoroalkyl moiety; or
- 15) any chemical or substance that contains at least one fully fluorinated methyl or methylene carbon atom without a direct bond with that carbon atom to a hydrogen, chlorine, or bromine atom.

c. "PFAS" includes any substances, goods or products materials or compounds that, by whatever name known:

- 1) have a similar chemical formulary, formation, function, or structure of those items listed in paragraphs a. or b. above; or
- 2) is a derivative of or intended replacement of those items listed in paragraphs a. or b. above; or
- 3) is an associated homologue, isomer, salt, ester, alcohol, acid, or precursor chemical, or is a related degradation or by-product, of those items listed in paragraphs a. or b. above; or
- 4) contains at least one fully fluorinated methyl or methylene carbon atom (without any H/Cl/Br/I atom attached to it).