

## WEST VIRGINIA SURPLUS LINES NOTICE

THIS COMPANY IS NOT LICENSED TO DO BUSINESS IN WEST VIRGINIA AND IS NOT SUBJECT TO THE WEST VIRGINIA INSURANCE GUARANTY ACT.

POLICY NUMBER: PX00WVY23  
RENEWAL OF:

## COMMON POLICY DECLARATIONS

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Insured Name & Mailing Address

State of West Virginia  
1124 Smith Street  
Suite 4300  
Charleston, WV 25301

Broker Name & Mailing Address

RSG Specialty, LLC in California dba RSG Specialty  
Insurance Services, LLC-CA License No. 0G97516  
5605 Glenridge Drive  
Suite 400  
Atlanta, GA 30342

Effective Date: 07/01/2023

Expiration Date: 07/01/2024

12:01 A.M. Standard Time at the location of the Covered Property

Business Description:

Municipality

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Premium Summary:

In return for the payment of the premium indicated below, and subject to all the terms of this policy, we agree to provide the insurance as stated in this policy.

<u>Coverage</u>	<u>Premium</u>
Commercial Property	\$25,000
Terrorism	Insured rejected
Total Premium Due	\$25,000
Minimum Retained Premium	\$8,750

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Coverage Forms Applicable: Coverage form schedule as more specifically outlined in Aspen Form ASPPR006, *Schedule of Applicable Forms*

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Issued Date: 11/21/2023



Authorized Representative

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Secretary and countersigned where required by law on the Declarations page by its duly Authorized Representative.



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Secretary



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President

# SCHEDULE OF APPLICABLE FORMS

The following forms are attached to and are a part of this policy:

<u>Form Number</u>	<u>Form Name</u>
SNWV 0314	WEST VIRGINIA SURPLUS LINES NOTICE
ASPPR011DEC 1017	COMMON POLICY DECLARATIONS
ASPCO098 0213	SIGNATURE PAGE
ASPPR006 0404	SCHEDULE OF APPLICABLE FORMS
ASPPR074 1010	EXCESS PHYSICAL DAMAGE SCHEDULE ENDORSEMENT
MANUS01 0723	MANUSCRIPT EXCESS FOLLOW FORM
IL0953 0115	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
ASPCO002 0821	GENERAL SERVICE OF SUIT NOTICE
ASPCO021 0616	OFAC ENDORSEMENT
ASPCO023 1016	NBCR TERRORISM EXCLUSION
ASPPR005 0917	EARNED PREMIUM ENDORSEMENT
ASPPR035 0205	GENERAL PRE EXISTING DAMAGE EXCLUSION ENDORSEMENT
ASPPR072 0807	MINIMUM EARNED PREMIUM CLAUSE
ASPPR081 0122	SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION, INCLUDING DEBRIS REMOVAL AND COST OF CLEAN UP EXTENSION AND AUTHORITIES EXCLUSION ENDORSEMENT
ASPPR086 0312	LOSS ADJUSTMENT ENDORSEMENT
ASPPR089 0907	EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS
ASPPR138 0112	COMMON POLICY CONDITIONS
ASPPR166 0920	WAIVER PROVISIONS ENDORSEMENT
ASPPR169 0617	OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT
ASPPR179 1022	NEW LOCATIONS WITH FRAME OR JOISTED MASONRY CONSTRUCTION AND WITHIN FIVE MILES OF A COASTAL WATERWAY EXCLUSION
CP0090 0788	COMMERCIAL PROPERTY CONDITIONS
IL0935 0702	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
LMA5400 1119	PROPERTY CYBER AND DATA ENDORSEMENT
LMA5393 0320	COMMUNICABLE DISEASE ENDORSEMENT
ASPPR077 0807	MANUSCRIPT ENDORSEMENT A - 1
ASPPR100 0916	POLICYHOLDER'S GUIDE TO REPORTING A PROPERTY CLAIM
ASPPR183 0623	AMENDATORY ENDORSEMENT II

**RENEWAL OF:**

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

**EXCESS PHYSICAL DAMAGE SCHEDULE ENDORSEMENT**

In consideration of the premium charged, it is agreed that:

1. Named Insured:  
State of West Virginia
2. Addresses of Insured Premises:  
As per statement of values on file with the company received on 05/08/2023 Total Insured Value \$25,237,172,430
3. Perils Covered:  
All Risks of Direct Physical Loss or Damage Excluding Earthquake, Equipment Breakdown, Flood
4. Property Covered:  
Real Property, Personal Property
5. Primary Insurer / Policy Numbers / Limits:  
Princeton Excess & Surplus Lines Insurance Company / N1-A3-PP-0000033-01 / \$4,500,000 part of \$20,000,000  
Primary per Occurrence
6. Underlying Insurers / Policy Numbers / Limits:  
As per attached Manuscript Excess Follow Form
7. Limit Insured:  
\$1,500,000 Part Of \$25,000,000 Per Occurrence  
  
Excess Of \$150,000,000 Per Occurrence , which in turn is excess of underlying deductibles

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

**EXCESS PHYSICAL DAMAGE FORM**

**(U.S.A. AND CANADA)**

**THE SCHEDULE**

**Policy Number:** **PX00WVY23**

**Insuring Company** **Aspen Specialty Insurance Company**

1. Named Insured: State of West Virginia

2. Mailing Address: 1124 Smith Street  
Suite 4300  
Charleston, WV 25301

3. Policy Period: From: July 01, 2023  
To: July 01, 2024  
Both days at 12:01 a.m. Local Standard Time

4. Perils Insured: As defined in the Lead Primary Policy issued by Princeton  
Excess & Surplus Lines Insurance Company  
Policy Number: N1-A3-PP-0000033-01

5. The Property of Interest: As defined in the Lead Primary policy issued by Princeton Excess  
& Surplus Lines Insurance Company  
Policy Number: N1-A3-PP-0000033-01

6. The Property is located  
or contained at: As defined in the Lead Primary policy issued by Princeton Excess  
& Surplus Lines Insurance Company  
Policy Number: N1-A3-PP-0000033-01

7. Premium: \$25,000.00

8. Primary Limit(s):

COVERAGE LAYER	TOTAL LIMIT OF LIABILITY FOR PRIMARY INSURER	INSURER POLICY NO.	CARRIER
I.	\$4,500,000 part of \$20,000,000 Primary	N1-A3-PP-0000033-01	Princeton
II.	\$3,500,000 part of \$20,000,000 Primary	0313-4553-1A	AWAC
III.	\$6,000,000 part of \$20,000,000 Primary	B0507UP2305413	Lloyd's
IV.	\$1,500,000 part of \$10,000,000 Primary	W32D71230201	Lloyd's
V.	\$1,500,000 part of \$10,000,000 Primary	061383648	Lexington

\$20,000,000 as respects all coverage's for any one "occurrence" regardless of the number of locations, coverages, or perils involved, except the sub limits as outlined on the primary policy are part of the overall policy limit and do not increase this company's overall limit as stated above.

Underlying Excess Limit(s):

COVERAGE LAYER	TOTAL LIMIT OF LIABILITY FOR ALL UNDERLYING EXCESS INSURERS	INSURER POLICY NO.	CARRIER
VI.	\$500,000 p/o \$10,000,000 x/s \$10,000,000 Primary	061384442	Lexington
VII.	\$1,500,000 p/o \$10,000,000 x/s \$10,000,000 Primary	D39136570002	Westchester
VIII.	\$1,000,000 p/o \$10,000,000 x/s \$10,000,000 Primary	MAF760728-23	Axis
IX.	\$105,000,000 x/s \$20,000,000	NHD935021	RSUI
X.	\$25,000,000 x/s \$125,000,000	0062502553	Lexington
XI.	\$6,000,000 p/o \$25,000,000 x/s \$150,000,000	795023100	Intact
XII.	\$12,500,000 p/o \$25,000,000 x/s \$150,000,000	ESP1046649-00	Arch
XIII.	\$5,000,000 p/o \$25,000,000 x/s \$150,000,000	BRPSLPTWV011100-080146_01	Texas
XIV.	\$1,500,000 p/o \$25,000,000 x/s \$150,000,000	PX00WVY23	Aspen
XV.	\$125,000,000 x/s \$175,000,000	B0507UP2303382	Chubb

10. Notification of Claims to: RT Specialty, LLC  
5605 Glenridge Drive, Suite 400  
Atlanta, GA 30342  
Phone: (770) 422-0747  
Fax: (770) 422-9027

**EXCESS PHYSICAL DAMAGE FORM**  
**(U.S.A. AND CANADA)**

1. **INSURING CLAUSE:**

Subject to the limitations, terms and conditions contained in this Policy or added hereto, the Insurer(s) agree to indemnify the Insured named in The Schedule herein in respect of Direct Physical loss or damage to the property described in Item 5 of The Schedule, while located or contained as described in The Schedule, occurring during the period stated in The Schedule and caused by any of such perils as are set forth in Item 4 of The Schedule and which are also covered by and defined in the Policy(ies) specified in The Schedule and issued by the "Primary Insurer(s)" stated therein.

2. **APPLICATION OF UNDERLYING PROVISIONS:**

In respect of the perils hereby insured against this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and Limits of Liability other than the deductible or self-insurance provision where applicable, and the renewal agreement, if any, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the Policy(ies) of the Primary Insurer(s) prior to the happening of a loss for which claim is made hereunder and should any alteration be made in the premium for the Policy(ies) of the Primary Insurer(s), then the premium hereon may be adjusted accordingly.

3. **LIMIT:**

Provided always that liability attaches to the Insurer(s) only after the Primary and Underlying Excess Insurer(s) have paid or have admitted liability for the full amount of their respective liability as set forth in Item 8 and/or 9 of The Schedule and designated "Primary and Underlying Excess Limit(s)" and then the limits of the Insurer(s) Liability shall be those set forth in Item 8 and/or 9 of The Schedule under the designation "Underlying Excess Limit(s)" and the Insurer(s) shall be liable to pay up to the full amount of such "Underlying Excess Limit(s)".

4. **MAINTENANCE OF PRIMARY AND UNDERLYING EXCESS POLICY/IES AND LIMITS:**

It is a condition precedent to recovery under this Policy that the Policy(ies) and Limit(s) of the Primary and Underlying Excess Insurer(s) set forth in Item 8 and/or 9 of The Schedule be maintained in full force and effect, except for any reduction or exhaustion of any underlying aggregate Limits of Liability contained therein, solely by the amount of loss(es) paid or admitted during the policy term.

There is no recovery under this excess policy as respects those coverages which are sub-limited within the primary and/or underlying excess policy(ies) to amounts less than the amount indicated in item 8 of the Schedule, however, the Insurer(s) to this excess policy recognize that the primary and underlying excess policy limits can be eroded or exhausted, wholly or partially, by application of said sub-limits.

In the event of such reduction of the aggregate Limits of Liability of the Primary and Underlying Excess Insurance's this Policy shall pay excess over the reduced aggregate limit. In the event of exhaustion of aggregate Limits of Liability of the Primary and Underlying Excess Insurance's this Policy, subject to all its provisions, shall continue in force as Primary Insurance in respect to perils covered by this policy for which the aggregate Limit of Liability has been so exhausted and the deductible or self-insured amount applicable to that peril, as set forth in Item 8 of the Schedule, shall apply to this Policy.

5. **UNCOLLECTIBILITY OF OTHER INSURANCE:**

Notwithstanding any of the terms of this Policy that might be construed otherwise, the insurance provided by this Policy shall always be excess over the maximum monetary limits set forth in Item 8 and/or 9 of The Schedule (reduced only by reduction of any underlying aggregate limits as provided for in Clause 4 herein) regardless of the uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency of an underlying Insurer(s).

The risk of uncollectibility (in whole or in part) of other insurance, whether because of financial impairment or insolvency of an underlying or other insurer(s) or for any other reason, is expressly retained by the Insured and is not in any way or under any circumstances insured or assumed by Insurer(s).



**EXCESS PHYSICAL DAMAGE FORM**  
**(U.S.A. AND CANADA)**

In the event of the bankruptcy or insolvency, or other financial impairment, of any underlying insurer, this policy shall not be liable for the obligations of the underlying policy. This policy shall apply as if the underlying insurance were valid and collectible. This insurance shall not replace the underlying insurance.

6. **DEFINITIONS:**

(a) Loss: The word "loss" shall mean each and every covered loss or series of covered losses arising out of one occurrence.

(b) Ultimate Net Loss: The words "Ultimate Net Loss" shall mean the covered loss sustained by the Insured as a result of each and every loss or series of covered losses arising out of one occurrence limited by

(i) any sub-limits contained within this Policy or the Policy(ies) of the Primary and/or Underlying Excess Insurer(s), and

(ii) making deductions for all salvages, recoveries and other insurance's (other than recoveries under the Policy(ies) of the Primary and Underlying Excess Insurer(s)).

(c) Policy Term: The words "policy term" shall be understood to mean the period of Item 3 of The Schedule.

7. **APPLICATION OF RECOVERIES:**

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Insurer(s), provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.

8. **CANCELLATION:**

This insurance may be cancelled by the Insured at any time by written notice or by surrender of this Policy. This insurance may also be cancelled by or on behalf of the Insurer(s) by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this insurance written notice stating when, not less than ninety (90) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Insured, the Insurer(s) shall retain the customary short rate proportion of the premium hereon, except that if this insurance is on an adjustable basis, the Insurer(s) shall receive the earned premium hereon, or the customary short rate proportion of any minimum premium stipulated herein, whichever is the greater.

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

Payment or tender of unearned premium by the Insurer(s) shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Notwithstanding anything contained in Item 8 CANCELLATION of the wording to the contrary, in the event of non payment of the Premium stated in the Schedule, Insurer(s) may cancel this Insurance with written notice to the Insured stating when, not less than ten (10) days thereafter, the cancellation shall be effective.

**EXCESS PHYSICAL DAMAGE FORM**  
**(U.S.A. AND CANADA)**

9. **NOTIFICATION OF CLAIMS:**

The Insured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in Item 10 of The Schedule.

10. **PRIORITY OF PAYMENT:**

Notwithstanding anything contained herein to the contrary it is hereby agreed that in the event of a claim hereunder which involves more than one interest and/or coverage and/or peril, it shall be at the sole option of the Insured to apportion recovery under this policy when submitting final proof of loss, subject to the overall amount of claim not exceeding the overall limit of liability contained herein for any one loss.

For the purpose of attachment of coverage for excess layers, it is further agreed that loss involving any interest and/or peril covered in primary or underlying excess layers, but excluded in higher excess layers, shall be recognized by such excess layers as eroding or exhausting the occurrence limits of the primary and/or underlying excess layer(s). Nothing herein, however, shall be deemed to extend coverage in such layers(s) to include loss from the specifically excluded peril in the excess layer(s) itself.

11. **OCCURRENCE LIMIT OF LIABILITY:**

The Limit of Liability or Amount of Insurance shown on the face of this policy, or endorsed onto this policy, is the total of the Insurer(s) liability applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the Insurer(s) exceed this limit or amount irrespective of the number of locations involved.

The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or series of losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, one event shall be considered to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to any covered property occurs.

The premium for this policy is based upon the Statement of Values on file with the Insurer(s), or attached to this policy. In the event of loss hereunder, liability of the Insurer(s), subject to terms of paragraph one (1) above, shall be limited to the least of the following:

- a. The actual adjusted amount of loss, less applicable deductible(s).
- b. 100% of the individually stated value for each scheduled item of property involved, as shown on the latest statement of Values on file with Insurer(s), less applicable deductible(s).
- c. The Limit of Liability or Amount of Insurance shown on the face of this policy or endorsed onto this policy.

12. **PERMISSION FOR EXCESS INSURANCE**

Permission is hereby granted to purchase insurance in excess of the amount [Limit of Liability] stated in this policy. Such excess insurance shall not be considered other insurance for the purposes of the "Other Insurance" clause.

**EXCESS PHYSICAL DAMAGE FORM**  
**(U.S.A. AND CANADA)**

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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

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

<b>State(s)</b>	<b>Coverage Form, Coverage Part Or Policy</b>
CA, GA, HI, IA, IL, ME, MO, NC, NJ, NY, OR, RI, WA, WI, WV	All coverage forms, coverage parts and/or policies which form a part of this insurance
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

- B.** The following exclusion is added:

#### **CERTIFIED ACT OF TERRORISM EXCLUSION**

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

- C. Exception Covering Certain Fire Losses**

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

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

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

#### **D. Application Of Other Exclusions**

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

## GENERAL SERVICE OF SUIT NOTICE

In the event of failure of the Company to pay any amount claimed to be due under the terms of this policy, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of appeal.

It is further agreed that service of process in such suit may be made upon:

Aspen Specialty Insurance Management, Inc  
c/o General Counsel  
400 Capital Blvd., Suite 200  
Rocky Hill, CT 06067-3576  
(877) 245-3510

Questions can be directed to: [Compliance.us@aspenspecialty.com](mailto:Compliance.us@aspenspecialty.com)

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, Secretary of State, or other officer specified for that purpose in the statute, as its true and lawful attorney upon whom service may be made of any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named General Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This notice does not change any other provision of the policy.

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

## **OFAC ENDORSEMENT**

In consideration of the premium charged, it is agreed that any payment under this Policy shall only be made in full compliance with all U.S.A economic or trade sanctions or other laws or regulations, including sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

**NUCLEAR, BIOLOGICAL, CHEMICAL, OR RADIOLOGICAL  
TERRORISM EXCLUSION**

This endorsement modifies insurance provided under this Policy.

**TO THE EXTENT ANY PROVISION OF THIS ENDORSEMENT CONFLICTS WITH ANY PROVISION OF THE POLICY OR ANY OF ITS OTHER ENDORSEMENTS, THE PROVISIONS OF THIS ENDORSEMENT WILL SUPERSEDE.**

In consideration of the premium charged, it is agreed that:

1. Notwithstanding anything to the contrary contained within the Policy, the following exclusion is added to the Policy:

**Nuclear, Biological, Chemical, Or Radiological Terrorism**

No coverage will be available under this insurance for any loss, cost, damage, expense, injury, claim or suit, caused by, arising out of, or resulting directly or indirectly, in whole or in part from any act of **Nuclear, Biological, Chemical, Or Radiological Terrorism**, regardless of any other cause or event that contributes concurrently or in any other sequence to the act of **Nuclear, Biological, Chemical, Or Radiological Terrorism**.

2. For the purpose of this Endorsement the following Definitions are added to the Policy:

**Biological Agent** means any pathogenic (disease producing) micro-organism(s) and/or biological produced toxin(s), including genetically modified organisms and chemically synthesized toxin(s) which caused illness, damage, injury or death in humans, animals, or plants.

**Chemical Agent** means any compound which, when disseminated, produces incapacitating illness, or damaging and/or lethal effects on people, animals, plants, or property.

**Nuclear, Biological, Chemical, Or Radiological Terrorism** means the:

- a. Dispersal, application, or release of radioactive material;
- b. Use of any nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination; or
- c. Emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous **Biological Agent** and/or **Chemical Agent**;

by any person or group(s) of persons, whether acting alone, or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**



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

## **EARNED PREMIUM ENDORSEMENT**

In consideration of the premium charged, it is agreed that:

For locations in Tier I coastal counties from Texas to Maine, and for all of the state of Florida, if you cancel this policy, or remove a location, or reduce the coverage limits on a location and coverage existed any time during the period of June 1st to November 30th then we will not return any premium. Also, if such a referenced location is added during the term of the policy and coverage exists at any time during the period of June 1st to November 30th, the rate will be calculated as 100% of the annual rate; otherwise it shall be pro rata.

Coverage cannot be increased, nor additional locations added, if a named storm is in force, unless specifically accepted by us.

This endorsement replaces any short rate provisions stipulated in this policy for these referenced locations.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

## **GENERAL PRE-EXISTING DAMAGE EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that:

This policy does not cover any loss or damage directly or indirectly caused by, resulting from, or contributed by, in whole or in part, any pre-existing damage to the insured premise(s) existing at the time of the loss, including, but not limited to, any loss or damage caused by:

1. Rain, wind, flood, hurricane or other weather-related incident;
2. Excessive sun, heat or moisture damage, due to internal building temperature, improper ventilation, or other structural, internal, or external conditions;
3. Insects, bugs, vermin or other animal pests, including termites, ants, bees, wasps, beetles, moths, fleas, spiders, rodents (rats and mice); or
4. Any earth movement such as an earthquake, landslide, sinkhole or other earth sinking, rising or shifting.

We will reduce any amount payable for loss under the policy if:

1. The property was previously damaged prior to the effective date of this policy; or
2. Payment was made for any previously damaged property that was not promptly repaired or replaced.

We will reduce the amount payable for loss to the damaged property by the amount of previous damage or the amount paid for the previous damage. We will further reduce the amount payable for loss to other property by the amount of damage which arises out of or as a direct result of the previously damaged property.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

## **MINIMUM EARNED PREMIUM CLAUSE – PERCENTAGE ENDORSEMENT**

In consideration of the premium charged, it is agreed that:

In the event of cancellation of this policy by the insured, a minimum premium of 35% of the original policy premium shall become earned; any conditions of the policy to the contrary notwithstanding.

Failure of the insured to make timely payment of premium shall be considered a request by the insured for the Company to cancel.

In the event of such cancellation by the Company for non-payment of premium, the minimum premium shall be due and payable; provided, however, such non-payment cancellation shall be rescinded if the insured remits the full premium due within 10 days of receiving it. In the event of any other cancellation by the Company, the earned premium shall be computed pro rata, not subject to the minimum payment.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

## **SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION, INCLUDING DEBRIS REMOVAL AND COST OF CLEAN UP EXTENSION AND AUTHORITIES EXCLUSION ENDORSEMENT**

In consideration of the premium charged, it is agreed that:

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

Notwithstanding any provision in the policy to which this Endorsement is attached, this policy does not insure against loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever.

Nevertheless, if fire is not excluded from this policy and a fire arises directly or indirectly from seepage and/or pollution and/or contamination, any loss or damage insured under this policy arising directly from that fire shall (subject to the terms, conditions and limitations of the policy) be covered.

However, if the insured property is the subject of direct physical loss or damage for which we have paid or agreed to pay, then this policy (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property insured hereunder caused by resulting seepage and/or pollution and/or contamination.

You shall give notice to us of intent to claim NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.

### **DEBRIS REMOVAL AND COST OF CLEAN UP EXTENSION**

Notwithstanding the provisions of the preceding Exclusion in this Endorsement or any provision respecting seepage and/or pollution and/or contamination, and or debris removal and/or clean up in the policy to which this Endorsement is attached, in the event of direct physical loss or damage to the property insured hereunder, this policy (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures within the sum insured:

1. Expenses incurred in removal of debris of the property insured hereunder destroyed or damaged from the insured premises; and/or
2. Cost of clean-up, at your premises, made necessary as a result of such loss or damage.

Provided that this policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under such premises.

### **SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION: continued**

It is a condition precedent to recovery under this Extension that we shall have paid or agreed to pay for physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that you shall give notice to us of intent to claim for cost of removal of debris or cost of clean-up NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

## **AUTHORITIES EXCLUSION**

Notwithstanding any of the preceding provisions of this Endorsement or any provision of the policy to which this Endorsement is attached, this policy does not insure against loss, damage, cost, expenses, fines or penalties incurred or sustained by or imposed on you at the order of any Government Agency, Court or other Authority arising from any cause whatsoever. Without restricting the generality of the foregoing, the policy does not cover claims arising out of the following U.S. legislation or amendments thereto:

1. Resource conservation and Recovery Act (R.C.R.A.) commonly known as Solid Waste Disposal Act.
2. Comprehensive Environmental Response, Compensation and Liability Act (C.E.R.C.L.A.) commonly known as Superfund.
3. Superfund Amendments and Reauthorization Act (S.A.R.A.) commonly known as Superfund Two.

## **APPLICATION OF OTHER EXCLUSIONS**

Nothing in the Endorsement shall serve to create coverage for any loss which would otherwise be excluded such as losses excluded by the asbestos or radioactive contamination exclusion clause in the policy to which this Endorsement is attached.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

## **LOSS ADJUSTMENT ENDORSEMENT**

In consideration of the premium charged, it is agreed that:

We have the option of engaging a separate loss adjuster and/or loss adjustment facility in place of any loss adjuster and/or loss adjustment facility so designated or named in the policy or any other policy of insurance that may be in force at our sole discretion and expense.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

## **EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS ENDORSEMENT**

In consideration of the premium charged, it is agreed that:

**A.** The following Exclusion is added:

### **EXCLUSION – “Fungus”, Wet Rot, Dry Rot and Bacteria**

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of “fungus”, wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But if “fungus”, wet or dry rot or bacteria results in a Covered Cause of Loss, we will pay for the loss or damage caused by the Covered Cause of Loss.

This Exclusion does not apply:

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

**B.** The following Additional Coverage is added:

### **ADDITIONAL COVERAGE – Limited Coverage for “Fungus”, Wet Rot, Dry Rot and Bacteria**

1. This Limited Coverage applies only when the “fungus”, wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence, and only if any loss resulting from the following is reported to us within sixty (60) days of the occurrence:
  - a. A Covered Cause of Loss other than fire or lightning; or
  - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. Under conditions described in item **B.1.** above, we will pay for loss or damage by “fungus”, wet or dry rot or bacteria. As used in the Limited Coverage, the term loss or damage means:
  - a. Direct physical loss or damage to Covered Property caused by “fungus”, wet or dry rot or bacteria, including the cost of removal of the “fungus”, wet or dry rot or bacteria;
  - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the “fungus”, wet or dry rot or bacteria; and
  - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that “fungus, wet or dry rot or bacteria are present.
3. The coverage provided under this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in “fungus”, wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the “fungus”, wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by “fungus”, wet or dry rot or bacteria, and other loss or damage, we will not pay more for the total of all loss or damage, that the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by “fungus”, wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that “fungus”, wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

- C. The following definition is added:

“Fungus” means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**



## COMMON POLICY CONDITIONS

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

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 90 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

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

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

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

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

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

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

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

## **WAIVER PROVISIONS ENDORSEMENT**

In consideration of the premium charged, it is agreed that no permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on our part relating to appraisal or to any examination provided for herein. Likewise, no term, condition, obligation or requirement shall be held to be waived for any reason or by any correspondence whatsoever, unless granted herein or expressed in writing added hereto.

In summary, this endorsement expressly and completely supersedes any and all other means and instruments which might impact the coverages, and waivers thereof, for any aspect of this insurance.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

## **OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT**

In consideration of the premium charged, it is agreed that the following special terms and conditions apply to this policy:

1. The Limit of Liability or Amount of Insurance shown on the face of this policy, or endorsed onto this policy, is the total limit of our liability applicable to each "occurrence", as hereafter defined.

Notwithstanding any other terms and conditions of this policy, in no event shall our liability exceed this limit or amount irrespective of the number of locations involved.

The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters or casualties, arising out of one event. The duration and extent of any one loss, disaster, casualty or series of losses, disasters or casualties will be limited to all losses or series of losses occurring during any period of **72** consecutive hours arising out of, and directly occasioned by, the same event.

2. The premium for this policy is based upon the Statement of Values on file with us, or attached to this policy. In the event of loss hereunder, our liability, subject to the terms of paragraph 1. above, shall be limited to the least of the following:
  - a. The actual adjusted amount of loss, less applicable deductible(s);
  - b. The individually stated value for each scheduled item of property insured, as shown on the latest Statement of Values on file with us, less applicable deductible(s); or
  - c. The Limit of Liability or Amount of Insurance shown on the face of this policy or endorsed onto this policy.
3. If the property involved consists of multiple buildings, and the latest Statement of Values does not report values by individual building, in no case shall a loss for any building, including all Additional Coverages, exceed that building's respective proportional value of the total building value for that Location as shown on the latest Statement of Values on file with us.

The building's respective proportional value shall be calculated by:

- a. Dividing the building values reported for each location involved, as shown on the latest Statement of Values on file with us, by the 100% square footage of the building at the time of loss to arrive at a dollar per square foot number for the Location where loss occurred.
- b. Multiplying the dollar per square foot calculated above by the actual square footage of the specific building(s) damaged.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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

**NEW LOCATIONS WITH FRAME OR JOISTED MASONRY  
CONSTRUCTION AND WITHIN FIVE MILES OF A COASTAL  
WATERWAY EXCLUSION**

In consideration of the premium charged, it is agreed that:

**A.** This insurance will not cover as loss, whether as damage to property or any business interruption loss for any locations which were not:

1. Set forth by the Declarations for this policy;
2. Listed within the location schedule attached to this policy;
3. Listed within a location schedule on file with us and accepted by us in writing during the policy period; or
4. Otherwise added as an additional insured location by endorsement to this policy.

This exclusion only applies to locations which are within five (5) miles of a “coastal waterway” and:

- a. Are frame construction; or
- b. Are joisted masonry construction.

**B.** For the purposes of this endorsement “coastal waterway” means the body(ies) of water checked within the Schedule below including all of its bays, gulfs, straits, passages, inlets and estuaries that are subject to the tidal influences of the sea.

**SCHEDULE**

<input checked="" type="checkbox"/>	Atlantic Ocean
<input type="checkbox"/>	Caribbean Sea
<input type="checkbox"/>	Gulf Coast
<input type="checkbox"/>	Pacific Ocean

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

# COMMERCIAL PROPERTY CONDITIONS

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

## A. CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

## B. CONTROL OF PROPERTY

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

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

## C. INSURANCE UNDER TWO OR MORE COVERAGES

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

## D. LEGAL ACTION AGAINST US

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

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

## E. LIBERALIZATION

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

## F. NO BENEFIT TO BAILEE

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

## G. OTHER INSURANCE

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

## H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

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

## **I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

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

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

This will not restrict your insurance.

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

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

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

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

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

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



## **PROPERTY CYBER AND DATA ENDORSEMENT**

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

### **Definitions**

- 6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8 Cyber Incident means:
  - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

- 9 Computer System means:
- 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,
- owned or operated by the Insured or any other party.
- 10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400

11 November 2019

## **COMMUNICABLE DISEASE ENDORSEMENT**

**(For use on property policies)**

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

**All other terms, conditions and exclusions of the policy remain the same.**

LMA5393

25 March 2020

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

## **MANUSCRIPT ENDORSEMENT A - 1**

In consideration of the premium charged, it is agreed that:

This Policy covers locations within the United States only.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

## **POLICYHOLDER'S GUIDE TO REPORTING A PROPERTY CLAIM**

**A.** At the time when you are aware of an event that will give rise to the need to report a claim on your own behalf (1st Party Property Claims), please be sure to quickly report the matter to both your agent/broker and Aspen Specialty Insurance Management Company. Be sure to include your policy number and the name of the insured as it is stated on the policy.

**B. New claims can be reported to Aspen Specialty Insurance Company as follows:**

- 1. By Mail:**  
Aspen Specialty Insurance Company  
c/o Aspen Specialty Insurance Management Company  
Claims Department  
125 Summer Street  
Boston, MA 02110  
Main Telephone No: 617-532-7300
- 2. By Fax:** 617-532-7342
- 3. By E-mail:** [property.claims@aspenspecialty.com](mailto:property.claims@aspenspecialty.com)
- 4. Toll Free for policyholders to use in the event of a disaster:** 855-397-3295

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

## **AMENDATORY ENDORSEMENT II**

In consideration of the premium charged, it is agreed that the following provisions are added to the Policy and supersede any other provision to the contrary:

- A.** If the SOV on file with us indicates that any location, land or any building has no value or zero value, this insurance does not apply to any loss or damage sustained at any such location, land or building during the policy period.
- B.** If during the policy period there is a material change to the SOV on file with us, which adds new location(s), or increases the value(s) at any existing insured location(s), we reserve the right to request a new separate rating for those location(s) and/or require higher deductibles.
- C.** If any insured location(s) under this Policy is subject to a temporary moratorium during the policy period, we will not offer or provide broader coverage terms, conditions or increased limits of insurance until the moratorium has expired or been lifted.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**