ILLINOIS SELECT RISK, LLC

27475 FERRY RD
WARRENVILLE, IL 60555 3808
We know you have many choices in placing your insurance coverage. Thank you for choosing our Insurance Program for Social Service organizations.

The Specialty Human Services Division of Great American Insurance Group is an established leader in the social services area. We understand the diverse insurance needs of these organizations and offer one of the most comprehensive product selections available in the marketplace. Our agents and customers value our responsiveness, knowledge, experienced underwriting, efficient claims management and broad range of safety and loss prevention services.

We have one of the broadest offerings in the industry and serve over 6,500 social service organizations with the assurance of our continued commitment to your expanding needs.

www.SpecialtyHumanServices.com

Mission Statement
Specialty Human Services provides financial protection with specialized commercial insurance products and superior customer service to select social service organizations through our independent agent partners.

Great American Insurance Company has been insuring commercial businesses since 1872. Our pledge of excellence, combined with our financial strength, has resulted in an “A” (Excellent) rating from A.M. Best, one of the nation’s leading independent insurance rating organizations.

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Loss Prevention Services

Many insurance companies provide loss prevention services. Experience the Great American difference. Other companies may provide loss prevention services at an additional cost and often use independent contractors, who are unfamiliar with their products. Our Loss Prevention Consultants are highly experienced, hand-selected, Great American Insurance employees who keep current on issues relevant to social service organizations. They work closely with you to create customized loss prevention plans, protecting the assets and reputation of your organization. Our Loss Prevention Services are also provided at no additional charge. The following are some of the Loss Prevention Services Great American Specialty Human Services can provide:

**PHYSICAL SURVEYS** – Our Loss Prevention Consultants can perform on-site surveys of operations and facilities to evaluate actual and potential hazards and current controls. We will offer practical recommendations to eliminate or minimize hazards.

**EDUCATIONAL PROGRAMS** – Well-trained supervisors and employees are essential to a successful operation. Our educational programs, administered by our Loss Prevention Consultants, will assist you in training your personnel about the basic principles of loss prevention. These programs include:
- Establishing Safety Committees
- Accident Investigation and Reporting
- Slip & Fall Elimination Program
- Employee Dishonesty and Theft Controls
- Auto and School Bus Fleet Safety Review
- Driver Training
- Employee Selection
- Abuse Prevention
- Playground Site & Equipment Evaluations
- Bleacher Safety
- Disaster Preparedness and Evacuation Plans
- Science Laboratory Safety
- Pool Safety Evaluation and Training
- Summer Camp Safety Reviews
- Camp Counselor and Lifeguard Training
- Social Networking Safety
- Anti Bullying

**PROPERTY RISK MANAGEMENT SERVICES** – Our Loss Prevention Consultants are available to provide the following services:
- Fire Protection Engineering – including evaluation of life preventative features such as sprinkler systems
- Building Valuations – to ensure proper insurance to value
- Infrared Thermal Imaging – to help identify problems with your electrical systems and sources of water intrusion

**ELEARNING** – Social service organizations will benefit from the preventative resources available at our website. Our courses are designed to help your managers and their staff improve awareness of risk prevention. Management is able to track their employees’ completion of classes. Courses include:
- Risk Management Basics
- Volunteer Risk Management
- Insurance Basics
- Principles of Youth Protection
- Managing Governance Risks
- Management Employment Practices
- Effective Staff/Volunteer Screening
- Principles of Youth Development
- Driver and Vehicle Safety
- Special Event Safety
- Managing Facility Risks
- Risk Management for Sports and Recreation Centers

**SAFETY TOPICS** – We have a library of over 250 loss prevention bulletins for your use. These loss prevention checklists address specific risks and are a quick way to evaluate strengths and weakness of controls. Examples include:
- Fire Prevention Checklist for Schools
- Child Abuse and Neglect
- Food Safety
- Playground Safety
- Scholastic Sport Injuries
- Student Management on School Buses
- Swimming Pool Safety
- Driver Safety
- Cyber Security Tips
- Winter Protection/Winter Driving
- Cyber Security Tips
- Schools – A Guide to Hiring Charter Transport
There are over 3,100 property and casualty insurance companies in the United States. Only 50 are included on the Ward’s 50 List for safety, consistency and performance. Only 4 have been rated “A” or better by A.M. Best for over 100 years. Only 2 are on both lists. Great American Insurance Company is 1 of the two.*

*We would like to congratulate Federal Insurance Company of the Chubb Group for its accomplishment as well.

Thank you for the trust you have placed in us to insure your most important specialty accounts. 

VIDEO PRESENTATIONS – Our Loss Prevention Consultants are available to present these video presentations to your staff and volunteers. These programs include:
- Who Will Care When I’m Not There?
- School Bus Safety
- The Safest Way Out – Emergency School Bus Evacuation
- Workplace Violence for Employees/Workplace Violence for Management
- Coaching the Driver Services – Van and Bus
- Lifeguard Training – Disappearing Dummies, 5 Minute Scanning, Shallow Water Blackout

VIDEO LENDING LIBRARY – As a Great American policyholder, you have access to our membership in a safety video service featuring a large selection of DVDs. The titles and descriptions can be viewed at www.nrsc.com.

NEWSLETTERS AND BROCHURES – We periodically distribute informative newsletters and helpful tools on relevant topics including:
- Preventing Losses – Techniques for Social Service Organizations
- Criminal Background Checks
- Emergency Preparedness
- Building Maintenance
- 15 Passenger Van Safety
- Cell Phones & Driving
- Food Allergies
- Risk Transfer
- Workplace Violence
- Emergency Evacuation
- 5 Reasons You Need Equipment Breakdown Insurance
- The Moment of Truth: Employee Dishonesty Claims
- Business Income & Extra Expense
- Moment of Truth: Abuse & Molestation

SAFETY FIRST™ AUTO MONITORING – SHS has teamed up with SafetyFirst Systems to provide policyholders with large fleets of vehicles a proven driver monitoring program. The program is designed to increase safety on the roadways by giving organizations timely, credible information about drivers who are taking aggressive risks or are distracted behind the wheel. This “early warning system” allows for immediate support of the employee or volunteer by providing details about the incident and materials to help managers to coach drivers on proper procedures. A monthly training program is also provided free of charge, covering topics such as road rage, drowsy driving, avoiding pedestrian collisions, and coping with poor visibility. Benefits to the policyholder include a proven reduction in accident rates (20-30%), a positive public image, and higher driver satisfaction due to increased feedback and coaching.

ACCIDENT INVESTIGATIONS AND LOSS ANALYSIS – Even with good risk management controls, accidents do occur. When they do, our consultants can critically analyze the factors contributing to the cause of the accident. We try to determine the “why” of the accident so we can help you prevent similar occurrences in the future.

Loss Prevention Hotline – 800-720-1354

SpecialtyHumanServices.com

There are over 3,100 property and casualty insurance companies in the United States. Only 50 are included on the Ward’s 50 List for safety, consistency and performance. Only 4 have been rated “A” or better by A.M. Best for over 100 years. Only 2 are on both lists. Great American Insurance Company is 1 of the two.*

Thank you for the trust you have placed in us to insure your most important specialty accounts.

*We would like to congratulate Federal Insurance Company of the Chubb Group for its accomplishment as well.
Claims Reporting Guide

Mail Your Claims To
Great American Insurance Company
Specialty Human Services
Claims Department
P.O. Box 1997
Cincinnati, OH 45201-5428

By Phone
Toll Free: 888.317.4828
Cincinnati Area: 513.287.8281
Fax: 888.307.3180

Online
Go to our website SpecialtyHumanServices.com and click on “Report A Claim”

What To Do Before and After A Loss

Superior Claim Service
Knowledgeable
Peace of Mind
Professional
Caring
Expertise
Commitment
Knowledgeable
Peace of Mind
Professional
Caring
Peace of Mind
Professional
Expertise

SpecialtyHumanServices.com

The following registered service marks are owned by Great American Insurance Company: the Great American Insurance Group eagle logo and the word marks Great American® and Great American Insurance Group®.

© 2013 Great American Insurance Company. All rights reserved. 301 East Fourth Street, Cincinnati, OH 45202. 2395.SHS (06/13)
**Before A Loss Occurs**

- Has a professional recently assessed your building’s value?
- If the building suffers a loss, do you know who you will call to make repairs?
- Do you have an inventory of your Business Personal Property including a description, age and value (or replacement cost?)
- Do you know where you purchased your equipment and fixtures and who will repair or replace them if damaged?
- Do you regularly back up your computer data and store it off-premises?
- Are copies of financial records kept off-premises? (In the event of a business income loss, you’ll need them.)
- If your premises become untenable, do you have an emergency plan for temporary operations?
- Do you know where you can rent or lease temporary equipment?

**After A Loss Occurs**

1. Take appropriate steps to protect the property from further damage. For a building or structure, boarding up openings or covering the roof may be in order. Also, separate damaged and undamaged contents.

2. Immediately report the loss to your agent. If your agent is not available, contact Great American. In most cases, your contact can provide guidance on what else you need to do to protect your assets (particularly computers/electronic devices).

3. Keep receipts for all activities. Remember that we’ll need to see the damages so that you don’t make permanent repairs unless absolutely necessary.

**If A Person Is Injured**

- Provide aid/comfort to the injured party.
- Let the injured person(s) decide whether he/she wants to go to a doctor, hospital or home.
- Ask the injured party how the accident occurred. Obtain his/her name, address and phone number.
- Do not promise that insurance will take care of medical or hospital bills.

Once the injured party has been cared for, start the investigation/reporting process.

- Inspect the accident scene carefully and get another employee to inspect the scene as well. If possible, take photographs.
- Obtain the names, addresses and accounts of all witnesses, whether or not they were eyewitnesses. This includes your employees.
- Immediately notify your Great American insurance agent. If your agent is not available, contact Great American.

---

**Important information to have**

| Injured Person name: | ____________________________ |
| Address: | ____________________________ |
| Phone: | ____________________________ |
| Injury: | ____________________________ |
| Date of Loss: | ____________________________ |
Accidents

Do Not:
• Offer to pay medical expenses
• Admit responsibility
• Apologize for the accident
• Argue the cause of the incident
• Mention insurance
• Reprimand employees at the scene
• Discuss the incident with strangers

Accident Diagram and Description Area
(Diagram here)

Accident Location
Street, cross street, city, state: _______________________________
_____________________________________________________
_____________________________________________________
_____________________________________________________
_____________________________________________________
Insured Driver:
Street: __________________________________________
Direction of Travel: _________________________________

Accident Information
Date of Loss: ___________________________________________
Police: ________________________________________________
Department: ___________________________________________
Report #: _____________________________________________

Other Vehicle Information
Insurance Carrier, Policy # _________________________________
Vehicle Description (year/make/model) ________________________
_____________________________________________________
Vehicle Owner Name: _____________________________________
Address: _____________________________________________
Phone: ______________________________________________

Insured Vehicle Information
Vehicle Description: (year/make/model/VIN) ___________________
_____________________________________________________
Insured Driver:
Address: _____________________________________________
Phone: ______________________________________________

Witness
Name / phone# _________________________________________
Name / phone# _________________________________________
Background Checks help your organization make smart hiring decisions!

- Ensure the quality and retention of new hires
- Help keep employees and customers safe
- Manage and minimize risk
- Reduce loss due to sexual offenses, violence or theft

Standard background check package is available for $15.50. This special pricing represents a 35% savings off standard retail rates.

Background checks help your organization make smart hiring decisions!

For more information and how to register for this service, please visit our website at www.SpecialtyHumanServices.com.

Great American Insurance Group

Insuring those who improve our communities.
CONTROLLING LOSS DOLLARS
Managing risk is the best way to reduce losses. Managing risk can help reduce your insurance costs: the fewer losses an insurance company covers, the lower the rates it can charge. Surprisingly, the indirect or "hidden" cost of loss — like lost productivity — is estimated to be as much as ten times higher than direct costs, like damage to equipment and facilities, medical and legal expenses.

Great American can help —

- Identify actual and potential causes of loss for the coverage we insure.
- Develop cost-effective loss control solutions.
- Evaluate your current safety and health programs and help you make improvements.
- Provide safety training to your managers, supervisors and workers.

CONTROLLING LOSS DOLLARS

www.greatamericaninsurance.com/lossPrevention.html
Great American Insurance Group retains a highly qualified staff of Loss Prevention Consultants strategically located all across the United States. Our consultants combine formal training and practical experience to provide our customers with superior technical expertise.

We offer a wide range of services that can be customized to your specific needs. We can help you plan for tomorrow by explaining the steps you can take today to control the causes of loss unique to your work environment.

Our Loss Prevention services focus on identifying unsafe acts and conditions. Losses can then be kept to a minimum and you may realize increased profitability as a result.

Great American emphasizes teamwork. Our Loss Prevention Consultants, Underwriters and Claims Specialists work together to better understand your operation and your needs. Our staff of Safety Specialists is a team of dedicated individuals who have earned professional designations such as:

- Certified Safety Professional (CSP)
- Certified Fire Protection Specialist (CFPS)
- Professional Engineer (PE)
- Associate in Loss Control Management (ALCM)
- Associate in Risk Management (ARM)
- Associate in Claims (AIC)
- Chartered Property Casualty Underwriter (CPCU)
- Certified Pool Inspector
- Certified Playground Inspector

These designations assure you that our staff has the knowledge and experience to provide the help you need to control your loss dollars.

Minimize exposure. Maximize profit.
Great American’s Loss Prevention Services include:

Loss Prevention Tools
We offer a wide assortment of safety brochures, pamphlets, and technical data guides to support your loss control efforts.

Safety Training & Information
Well-trained supervisors and employees are essential to a successful operation. Our educational programs will assist you in training your personnel about the basic principles of loss prevention. These programs include:

- Sprinkler Impairment Program
- Model Safety Program
- A Guide To Self Inspections
- Accident Investigation And Reporting
- Abuse Prevention
- Back Safety And Lifting
- Fire Safety
- Construction Safety
- Playground Safety
- Supervisor Safety Training
- Employee Selection
- What To Do Before And After A Loss
- Office Ergonomics
- Disaster Preparedness
**Safety Surveys**
Physical surveys of the operations and facilities give our specialists the opportunity to evaluate actual and potential hazards and controls. We can then advise you and your staff of potential loss producing conditions. We offer practical recommendations to eliminate or minimize the hazards.

**Fire Protection Engineering**
Well-trained in the principles of fire safety engineering, our staff can effectively evaluate potential fire loss causes and suggest practical control measures. We can also review the automatic sprinkler protection and life safety features you plan to install so you will be certain these plans meet your needs.

**Infrared Thermal Imaging**
Great American offers Infrared Thermal Imaging to help identify problems with your electrical systems before they can cause a fire.

**Building Valuations/ Insurance To Value**
Replacement cost evaluations of your building are available from our Loss Prevention staff.

**Consultation Services**
Putting knowledge into action is a key step to effective loss prevention. You know your business, we know safety. Together we can work to maximize profits by minimizing exposures.
Driver Training
Great American offers a variety of multimedia programs on Driver Training. These programs include:

- Coaching The Experienced Driver II
  (for passenger car fleets)
- Coaching The Van Driver
- Coaching The School Bus Driver
- DDC

Loss Analysis
Great American's *Claims Data Warehouse* is a service available to selected customers. This secure site is an excellent tool for obtaining up-to-date loss information and performing risk trend analyses. This information can be reviewed by our Loss Prevention experts to identify predominant factors in losses.
Evaluation Program
It is important to measure and monitor the progress of your Loss Prevention Program. Just as benchmarking is critical to the success of your business, an evaluation that focuses on the adequacy and effectiveness of your safety program is critical to its success.

Accident Investigations
In spite of all attempts to prevent them, some accidents will occur. When they do, our Loss Prevention Consultants can critically analyze the factors contributing to the cause of the accident. We aim to determine the "why" of the accident so we can help you prevent similar occurrences in the future.

Ergonomics
Great American’s consultants will analyze your employees' tasks and provide specific worksite recommendations based upon principles of sound ergonomic design.

Industrial Hygiene
For those accounts having potential occupational health exposures, we offer a full range of Industrial Hygiene Consultation Services.
For more information on our Loss Prevention services, contact us at 1-800-221-7274 or call these team members directly:

**Jim Matthews, CSP, CFPS, CPCU, ARM, AIC**  
Divisional Sr. Vice President  
Phone: 513.412.4094  
Fax: 513.369.7307

**Louise Cook, CFPS, CPCU, ARM**  
Divisional Assistant Vice President  
Phone: 513.763.7147  
Fax: 513.412.4175

**Nancy Combs, Administrative Supervisor**  
Phone: 513.412.4631

**Glenn Smith, CSP, CFPS**  
Divisional Assistant Vice President  
Phone: 205.821.1183  
Fax: 513.419.2090  
Eastern Region

**Mike Garvic, CSP, CFPS**  
Divisional Assistant Vice President  
Phone: 281.731.6391  
Fax: 513.419.2064  
Central Region

**Doug Carrell, CSP, CFPS**  
Divisional Assistant Vice President  
Phone: 206.940.7575  
Fax: 513.419.2055  
Western Region

Loss Prevention consultation services are provided by Great American Insurance Group to assist management of insured firms in fulfilling their responsibilities for the control of potential loss producing situations involving their premises and/or operations. Great American does not warrant that all potential hazards and conditions have been identified or evaluated or that they are safely controlled. It is not intended as an offer to write insurance for such conditions and exposures. The liability of Great American Insurance Company (and/or its affiliates and subsidiaries) is limited to the terms, limits, and conditions of the insurance policies which it writes. Great American Insurance Company assumes no liability beyond that provided under the terms, limits, and conditions of the policies it has issued, when engaging in Loss Prevention consultation services. The following service marks are the property of Great American Insurance Company: Great American®, Great American Insurance Group®. ©2010 by Great American Insurance Company. All rights reserved. GAIC 1079-A (4/2010)
NOTICE TO POLICYHOLDERS

No coverage is provided by this summary nor can it be construed to replace or modify any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this Notice to Policyholders, the provisions of the policy shall prevail.

This policy contains an exclusion for claims arising from, in whole or in part, the actual, alleged, threatened, or suspected inhalation or ingestion of, exposure to, or contact with "silica" or dust that includes or contains "silica"; and any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica," by any insured or by any other person or entity, as described in the endorsement. For further information, please review the provisions of your policy.
GENERAL LIABILITY ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION EXCLUSIONS

ADVISORY NOTICE TO POLICYHOLDERS

This Notice does not form part of your policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this Notice, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

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

Please note that not all the forms listed below may be on your policy.

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

CG 21 06 05 14 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data- related Liability - With Limited Bodily Injury Exception (For Use With the Commercial General Liability Coverage Part)

When this endorsement is attached to your policy:

- Under Coverage A - Bodily Injury and Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

- Under Coverage B - Personal and Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person’s right of privacy, this may result in a reduction in coverage.

CG 21 07 05 14 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data- related Liability - Limited Bodily Injury Exception Not Included (For Use With the Commercial General Liability Coverage Part)

When this endorsement is attached to your policy:

- Under Coverage A - Bodily Injury and Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage. However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

- Under Coverage B - Personal and Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person’s right of privacy, this may result in a reduction in coverage.
CG 21 08 05 14 - Exclusion - Access or Disclosure of Confidential or Personal Information (Coverage B Only) (For Use With The Commercial General Liability Coverage Part)

When this endorsement is attached to your policy, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

CG 04 37 - Electronic Data Liability (For Use With the Commercial General Liability Coverage Part)

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy:

- Under Coverage A - Bodily Injury and Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

- Under Coverage B - Personal and Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

CG 33 53 05 14 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-related Liability - With Limited Bodily Injury Exception (For Use With the Owners and Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Part)

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

CG 33 63 - Exclusion - Access, Disclosure or Unauthorized Use of Electronic Data (For Use With the Electronic Data Liability Coverage Part)

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, to the extent that damages arising out of theft or unauthorized viewing, copying, use, corruption, manipulation or deletion, of electronic data by any Named Insured, past or present employee, temporary worker or volunteer worker of the Named Insured may extend beyond loss of electronic data arising out of such theft or the other listed items, this revision may be considered a reduction in coverage.
POLICYHOLDER NOTICE

CERTAIN COMPUTER-RELATED LOSSES

(Applicable to Commercial Fire, Commercial Inland Marine, and Crime Policies)

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

An exclusion has been added to your policy to explicitly state that coverage is not provided for loss caused by a computer's inability, or that of computerized or other electronic equipment, to properly recognize a particular date or time. An example of this is a loss caused by the inability of the computer to recognize the year 2000 (Y2K). However, coverage is provided under certain circumstances: if the computer's inability to recognize a date or time results in a covered cause of loss -- for example, fire -- the loss resulting from that fire will be covered.
Great American® at Your Service...

We would like to take this opportunity to thank you for placing your insurance with Great American. We are committed to providing you with excellent service and have established phone lines to help you present claim inquiries, obtain information about coverages and resolve conflicts.

Since your agent is your primary contact, we suggest that you attempt to contact the agency first. If your agent is not available, call the Great American claims office during regular business hours. Should a loss occur after business hours, you can leave a message via our toll-free Emergency Claims phone line. An experienced Great American Claims Representative will contact you as soon as possible.

The Great American customer service i.d. card attached will keep your agent's number and the Great American toll-free claim phone number and emergency claim phone number at your fingertips. Please carry it with you at all times so that you know whom to call in any situation.
POLICY COMMON DECLARATIONS

NAMED INSURED: MIDWEST FEDERATION OF MINERAL & GEOLOGICAL SOCIETIES
AND ADDRESS: 420 1ST ST SW, C/O M. JENSEN CROSBY, MN 56441

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

AGENT'S NAME AND ADDRESS:
ILLINOIS SELECT RISK, LLC
27475 FERRY RD
WARRENVILLE, IL 60555 3808

INoice is afforded by the Company named below, a Capital Stock Corporation:
GREAT AMERICAN ASSURANCE COMPANY

POLICY PERIOD: From 03/01/2016 To 03/01/2017
12:01 A.M. Standard Time at the address of the Named Insured

This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Property</td>
<td>$19,281.00</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$393.00</td>
</tr>
<tr>
<td>Commercial Crime and Fidelity</td>
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<tr>
<td>Commercial Inland Marine</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Commercial Equipment Breakdown</td>
<td></td>
</tr>
<tr>
<td>Commercial Auto</td>
<td></td>
</tr>
<tr>
<td>Commercial Umbrella</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL $20,674.00

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsement Schedule, IL 88 01 (11/85).
It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

<table>
<thead>
<tr>
<th>Form and Edition</th>
<th>Date Added* or Date Deleted</th>
<th>Form Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CG2167</td>
<td>12/04</td>
<td>FUNGI OR BACTERIA EXCLUSION</td>
</tr>
<tr>
<td>2. IL0021</td>
<td>09/08</td>
<td>NUCLEAR ENERGY LIABILITY EXCLUSION</td>
</tr>
<tr>
<td>3. IL0245</td>
<td>09/08</td>
<td>MN CHANGES-CANCELLATION/NONRENEWAL</td>
</tr>
<tr>
<td>4. IL7001</td>
<td>10/07</td>
<td>BUSINESSPRO POLICY COMMON DEC</td>
</tr>
<tr>
<td>5. IL7069</td>
<td>07/98</td>
<td>EXCLUSION - ASBESTOS</td>
</tr>
<tr>
<td>6. IL7125</td>
<td>03/11</td>
<td>NAMED INSURED ENDORSEMENT</td>
</tr>
<tr>
<td>7. IL7268</td>
<td>09/09</td>
<td>IN WITNESS CLAUSE</td>
</tr>
<tr>
<td>8. IL7273</td>
<td>08/08</td>
<td>LOSS PREVENTION SERVICES</td>
</tr>
<tr>
<td>9. IL7324</td>
<td>08/12</td>
<td>ECONOMIC AND TRADE SANCTIONS CLAUSE</td>
</tr>
<tr>
<td>10. IL0935</td>
<td>07/02</td>
<td>EXCL - CERTAIN COMPUTER REL LOSSES</td>
</tr>
<tr>
<td>11. IL0017</td>
<td>11/98</td>
<td>COMMON POLICY CONDITIONS</td>
</tr>
<tr>
<td>12. IL0952</td>
<td>01/15</td>
<td>CAP ON LOSSES/CERT ACTS OF TERRORIS</td>
</tr>
<tr>
<td>13. IL7236</td>
<td>07/05</td>
<td>NUCLEAR, BIOLOGICAL, CHEMICAL EXCLU</td>
</tr>
<tr>
<td>14. IL7368</td>
<td>04/15</td>
<td>TERRORISM PREMIUM DISCLOSURE</td>
</tr>
</tbody>
</table>

* IF NOT AT INCEPTION
It is agreed that the Named Insured shown in the Declarations is amended to read as follows:

NAMED INSURED:

MIDWEST FEDERATION OF MINERAL & GEOLOGICAL SOCIETIES
THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Schedule

<table>
<thead>
<tr>
<th>Schedule - Part I</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Terrorism Premium (Certified Acts)</strong></td>
</tr>
</tbody>
</table>

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): MAC 718-85-97-29.

Additional information, if any, concerning the terrorism premium:

<table>
<thead>
<tr>
<th>Schedule - Part II</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Federal share of terrorism losses</strong></td>
</tr>
<tr>
<td>(Refer to Paragraph B. in this endorsement.)</td>
</tr>
<tr>
<td>Year</td>
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<td>2015</td>
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<td>2016</td>
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<td>2018</td>
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<tr>
<td>2019</td>
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<tr>
<td>2020</td>
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</table>

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

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.
B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

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

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

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

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

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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

IL 70 69 (Ed. 07/98) XS
In Witness Clause

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

President

Secretary
**LOSS PREVENTION SERVICES**

This endorsement modifies insurance provided under the following:

**COMMON POLICY CONDITIONS**

The following is added to the Common Policy Conditions

**G. Loss Prevention Services**

At our cost, we may provide or recommend a broad range of loss prevention services designed to improve the acceptability of an insured. These services may require your cooperation to make them effective.

We provide these services based on need as indicated by the size, hazard and experience of your operation. We may elect to provide these services through another entity.

In addition to inspections and surveys, referenced in D. Inspections and Surveys, these services may include, but are not limited to, safety and prevention training, consultations, safety devices, health screenings and analyses of accident causes.

We are not obligated to provide any loss prevention services and 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.

This endorsement does not change any other provision of the Policy.
THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

IL 73 24 (Ed. 08/12)
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 the 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;
   b. any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement;
   due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.

B. If an excluded Cause of Loss as described in Paragraph A. of this endorsement results:

1. in a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or

2. under the Commercial Property Coverage Part:
   a. in a "Specified Cause of Loss," or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or
   b. in a Covered Cause of Loss under the Causes of Loss - Basic Form or the Causes of Loss - Broad Form;

   we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss," elevator collision, or Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. of this endorsement to correct any deficiencies or change any features.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM 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
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"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.

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.

B. Application Of Exclusions

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

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) with respect to which an "insured" under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its Limit of Liability; or

(2) resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "Insured" is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

(1) the "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) the "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured";

(3) the "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its
territories or possessions or Canada, this exclusion (3) applies only to “property damage” to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

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

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

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

"Nuclear facility" means:

(a) any "nuclear reactor";

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

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

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

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

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

"Property damage" includes all forms of radioactive contamination of property.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

- CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy CP 00 99 the term Coverage Part in this endorsement is replaced by the term policy.

B. The following provisions apply except when paragraph C. of this endorsement applies:

The Cancellation Common Policy Condition is replaced by the following:

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, subject to the provisions of paragraph B.3. below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

3. Policies in Effect

   a. Less Than 90 Days

      If this Policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice at least:

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

      (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

   b. 90 Days or More

      If this Policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

      (1) nonpayment of premium;

      (2) misrepresentation or fraud made by you or with your knowledge in obtaining the Policy or in pursuing a claim under the Policy;
(3) an act or omission by you that substantially increases or changes the risk insured;

(4) refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;

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

(6) loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise the policyholder that he or she has 10 days from the date of receipt of the notice to appeal the cancellation to the Commissioner of Commerce and that the Commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;

(7) a determination by the Commissioner that the continuation of the Policy could place us in violation of the Minnesota insurance laws; or

(8) nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

Under this item B.3.b., we will give notice at least:

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or

(2) 60 days before the effective date, if we cancel for a reason described in paragraphs B.3.b.(2) through (8) above. The notice of cancellation will state the reason for cancellation.

4. 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.

5. Proof of mailing of any notice shall be sufficient proof of notice.

C. The following applies with respect to coverage provided under the following:

Farm Coverage Part

1. Policies in Effect 60 Days or More

   a. If this Coverage Part covers buildings used for residential purposes and has been:

      (1) in effect for at least 60 days; or

      (2) renewed by us,

Paragraphs A.2. and A.6. of the Cancellation Common Policy Condition do not apply, and the following is added to the Cancellation Common Policy Condition:
b. We may not cancel this Policy, except for:

(1) nonpayment of premium;

(2) misrepresentation or fraud made by you or with your knowledge:
   (a) in obtaining this Policy; or
   (b) in connection with a claim under this Policy;

(3) an act or omission by you that materially increases the risk we originally accepted; or

(4) a physical change in the Covered Property which:
   (a) is not corrected or restored within a reasonable time after it occurs; and
   (b) results in the property becoming uninsurable.

We may cancel this Policy by giving the first Named Insured written notice of cancellation at least:

(1) 20 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for a reason described in paragraphs C.1.b.(2) through (4).

Such notice will be mailed or delivered to the first Named Insured and will contain the reason for cancellation. Proof of mailing of any notice shall be sufficient proof of notice.

2. Policies in Effect Less Than 60 Days

When this Coverage Part covers buildings used for residential purposes and is a new policy which has been in effect fewer than 60 days, cancellation is subject to the terms of the Cancellation Common Policy Condition except for paragraphs A.2. and A.6., and is not subject to paragraph B. or paragraph C.1. of this endorsement. Under this item, C.2., paragraphs A.2. and A.6. of the Cancellation Common Policy Condition are replaced by the following:

We may cancel this Policy by giving the first Named Insured written notice of cancellation at least 20 days before the effective date of cancellation. Such notice will be mailed or delivered to the first Named Insured. Proof of mailing of any notice shall be sufficient proof of notice.

If we cancel this Policy for underwriting considerations, we will inform you of the source from which the information was received.

D. The following is added and supersedes any provisions to the contrary:

Nonrenewal

If we decide not to renew this Policy, we may do so by giving the first Named Insured and any agent written notice of our intent not to renew at least 60 days before the expiration date of this Policy. Such notice will be delivered or mailed by first class mail to their last mailing addresses known to us.

Proof of mailing of any notice shall be sufficient proof of notice.

We need not mail or deliver this notice if you have:

1. insured elsewhere;

2. accepted replacement coverage; or

3. agreed not to renew this Policy.
COMMON POLICY CONDITIONS

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

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured’s last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

B. Changes

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

C. Examination of Your Books and Records

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

D. Inspections and Surveys

1. We have the right to:
   a. make inspections and surveys at any time;
   b. give you reports on the conditions we find; and
   c. recommend changes.

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

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

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

The first Named Insured shown in the Declarations:

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

F. Transfer of Your Rights and Duties Under this Policy

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

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

NUCLEAR, BIOLOGICAL OR CHEMICAL EXCLUSION

This endorsement modifies insurance provided under the following:

AGRIPAK® FARM AND RANCH POLICY
AgriPro® AGRIBUSINESS® PROTECTION POLICY
BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL INLAND MARINE POLICY
COMMERCIAL PROPERTY COVERAGE PART
EQUINE CARE, CUSTODY AND CONTROL COVERAGE FORM
EQUINE CARE, CUSTODY OR CONTROL POLICY
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
SAFEPAK® POLICY
SELECT BUSINESS POLICY
SELECT BUSINESS POLICY COVERAGE FORM

The following exclusion is added:

A. Nuclear, Biological or Chemical Exclusion

Notwithstanding any other provision of this policy, we will not pay for any loss or damage caused, directly or indirectly, in whole or in part, by any of the following, regardless of any other cause(s) or event(s) that may contribute concurrently or in any other sequence to the loss or damage:

1. Any actual, attempted, suspected, or threatened use of any "NBC material" as part of any plan, effort, or design, actually or apparently intended to cause any:
   a. loss or damage to any tangible or intangible property, or
   b. "bodily injury" or emotional distress.

2. Any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape, or distribution of any "NBC material" as a direct or indirect result of any actual, attempted, suspected, or threatened plan, effort, or design, actually or apparently intended to cause any:
   a. loss or damage to any tangible or intangible property, or
   b. "bodily injury" or emotional distress.

However, if a hostile fire results, directly or indirectly, from 1. or 2. above, we will not pay for any loss or damage from that fire, unless an applicable statute of the state whose law applies to this insurance requires us to do so. This is so, even if another exclusion in this Coverage Form, Coverage Part, or Policy also applies, and under that other exclusion we would pay for loss or damage from that fire.

However, if an applicable statute of the state whose law applies to this insurance requires us to pay for loss or damage from that fire, then we will do so, but only

(a) to the extent necessary to satisfy the minimum mandatory requirements of that statute and
(b) subject to all applicable policy provisions including the Limit of Insurance on the affected property.

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 that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

B. Definitions

The following definitions are added:

1. "NBC material"

"NBC material" means any nuclear, biological, or chemical material or substance that causes damage to property or is harmful to human health. "NBC material" includes, but is not limited to:

(1) any radioactive substance or material, and the radiation it releases,

(2) any pathogen, bacterium, microbe, virus, or other organism,

(3) any substance or material produced by or from any pathogen, bacterium, microbe, virus, or other organism, and

(4) any poison, toxin, or other harmful chemical, substance, or material.

(5) the foregoing list (1) through (4) is only illustrative, and should not be construed as a complete, exclusive, or exhaustive list of all "NBC materials."

2. "Bodily injury"

"Bodily injury" includes any physical injury, disease, or death of any person.
**NAMED INSURED:** MIDWEST FEDERATION OF MINERAL & GEOLOGICAL SOCIETIES

**POLICY PERIOD:** 03/01/2016 TO 03/01/2017

**LIMITS OF INSURANCE:**

- **General Aggregate Limit (Other Than Products - Completed Operations):** $2,000,000
- **Products - Completed Operations Aggregate Limit:** $1,000,000
- **Personal and Advertising Injury Limit:** $1,000,000
- **Each Occurrence Limit:** $1,000,000
- **Damage to Premises Rented to You Limit:** $100,000
- **Medical Expense Limit:** $5,000

**FORM OF BUSINESS:** ASSOCIATION

**TOTAL ESTIMATED PREMIUM:** $19,281.00

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<th>Products/Completed Operations</th>
<th>All Other</th>
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<td>PREMIUM: $0.00</td>
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**LOCATION:**

- **Location:** 0001
- **Building:** 0001
- **Address:** 17396 INGERSOLL AVENUE N
- **City:** HUGO, MN 55038

**CODE NUMBER:** 01211

**PREMIUM BASIS:** MANUAL RATED - NON-AUDIT

**CLASSIFICATION:** SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

**BUSINESSPRO** (Reg. U.S. Pat. Off.)

**Policy:** MAC 718-85-97 29

**Date:** 07/01
BUSINESSPRO GENERAL LIABILITY COVERAGE PART
DECLARATION PAGE

CODE NUMBER: 44444
PREMIUM BASIS: MANUAL RATED - NON-AUDIT
Classification: PREMISES/OPERATIONS AND PRODUCTS/COMPLETED OPERATIONS - NOC

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CODE NUMBER: 41670
LOC: 0001
BLDG: 0001
PREMIUM BASIS: PER EACH MEMBER
Classification: CLUBS - CIVIC, SERVICE OR SOCIAL - NO BUILDINGS OR PREMISES OWNED OR LEASED EXCEPT FOR OFFICE PURPOSES - NOT-FOR-PROFIT PRODUCTS-COMPLETED OPERATIONS COVERAGE IS INCLUDED BUT IS SUBJECT TO THE GENERAL AGGREGATE LIMIT NOT THE PRODUCT COMPLETED OPERATION AGGREGATE LIMIT, IF ANY

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FORMS AND ENDORSEMENTS applying to this Coverage Part and made part of this Policy at time of issue:
SEE CG 88 01 11/85

BUSINESSPRO (Reg. U.S. Pat. Off.)
CG 74 00 07/01 (Page 2 of 2)
It is hereby understood and agreed that the following forms and endorsements are attached to and are a part of this policy:

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<th>Form and Edition</th>
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<td>1. CG0001</td>
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<td>12/07</td>
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<td>3. CG2002</td>
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* IF NOT AT INCEPTION
BUSINESSPRO GENERAL ENDORSEMENT

CHAPTERS/CLUB MEMBERS PER SCHED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES THE INSURANCE COVERAGE PROVIDED UNDER THE FOLLOWING COVERAGE PARTS:

COMMERCIAL GENERAL LIABILITY

THIS POLICY IS INTENDED TO COVER THE CHAPTERS/CLUB MEMBERS PER SCHEDULE ON FILE WITH THE COMPANY.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION ON THE POLICY.
BUSINESSPRO GENERAL ENDORSEMENT

SPECIAL EVENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. THE FOLLOWING IS ADDED TO SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
   1. INSURING AGREEMENT:
      F. DAMAGE BECAUSE OF "BODILY INJURY" OR "PROPERTY DAMAGE" CAUSED BY "SPECIAL EVENTS" YOU ORGANIZE, PROMOTE, ADMINISTER, SPONSOR, OR CONDUCT.

B. THE FOLLOWING IS ADDED TO SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
   2. EXCLUSIONS:
      R. "SPECIAL EVENTS"

      THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF A "SPECIAL EVENT," WHICH INCLUDES:

      (1) PROFESSIONAL OR SEMIPROFESSIONAL ATHLETIC TEAMS;
      (2) PYROTECHNIC DISPLAYS OR SALES;
      (3) RACING OR TIMED EVENTS OF ALL KINDS, INCLUDING BUT NOT LIMITED TO, AUTOMOBILE OR WATERCRAFT RACING, AIRPLANE RACING OR EXHIBITIONS;
      (4) ANIMAL OR MECHANICAL RIDES; OR
      (5) AIRCRAFT OR WATERCRAFT, WHETHER MOTORIZED OR NOT;
      (6) ANY AND ALL MINING ACTIVITIES IN UNDERGROUND MINES, CAVES OR QUARRIES;
      (7) ANY AND ALL COLLECTING OR HUNTING FOR GEMS, ROCK OR MINERALS IN UNDERGROUND MINES, CAVES OR QUARRIES;
      (8) ANY AND ALL ROCK CLIMBING, RAPPELLING OR CAVING ACTIVITIES;
      (9) ANY AND ALL USE OF POWER TOOLS AND EQUIPMENT WITH THE EXCEPTION OF HAND-HELD METAL DETECTORS AND SMALL-ROCK POLISHING EQUIPMENT.

      THIS EXCLUSION DOES NOT APPLY IF WE ISSUED AN ENDORSEMENT SPECIFICALLY NAMING AN EVENT.

THE FOLLOWING DEFINITION IS ADDED TO SECTION V - DEFINITIONS

"SPECIAL EVENT" MEANS ANY EVENT:

A. THE PURPOSE OF WHICH IS TO RAISE FUNDS FOR YOU; OR
B. TO RECOGNIZE THE ACCOMPLISHMENT OF YOUR ORGANIZATION, YOUR
BUSINESSPRO GENERAL ENDORSEMENT

SPECIAL EVENT ENDORSEMENT

"EMPLOYEES," OR YOUR "VOLUNTEER WORKERS"; OR

C. WHICH YOU, OR AN INDIVIDUAL OR ORGANIZATION WITH WHOM YOU HAVE
ENTERED INTO A CONTRACT OR AGREEMENT, ORGANIZE, PROMOTE,
ADMINISTER, SPONSOR OR FOR THE PURPOSES DESCRIBED IN PARAGRAPHS
A. OR B. ABOVE; AND

D. WHICH TAKES PLACE ON PREMISES OWNED BY YOU, OR ON PREMISES WHILE
RENTED OR LEASED TO YOU OR TO THAT ORGANIZATION DESCRIBED
IN PARAGRAPH C. ABOVE;

E. CLUB MEETINGS OF MEMBERS, GEM, ROCK OR MINERAL SHOWS WHICH THE
PUBLIC MAY BE INVITED TO ATTEND;

F. COLLECTING OR HUNTING FOR GEMS, ROCK OR MINERALS IN OPEN FIELDS
OR OPEN AIR QUARRIES. ALL ACTIVITIES IN OPEN AIR QUARRIES MUST
BE SUPERVISED BY QUARRY EMPLOYEES AND ALL MINORS MUST HAVE
ADULT SUPERVISION.

G. RECREATIONAL MINING ACTIVITIES AT VENUES WHICH THE PUBLIC IS
ALLOWED. WE WILL NOT ASSUME THE LIABILITY FOR THE OWNER/LESSOR
OF THE PROPERTY ON WHICH THE ACTIVITY OCCURS.
This endorsement changes the policy. Please read it carefully.

Additional Insured - Designated Person or Organization

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s):

City of Traverse City
400 Boardman Avenue
Traverse City, MI 49684

As respects the Grand Traverse City Rock and Mineral Club

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

A. Section II - Who is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or

2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Description of Professional Services:

ANY AND ALL PROFESSIONAL SERVICES

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

With respect to any professional services shown in the Schedule, the following exclusion is added to paragraph 2.

Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability and paragraph 2.

Exclusions of SECTION I - COVERAGE B - Personal and Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CLUB MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

CG 20 02 (Ed. 11/85) XS
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access or Disclosure of Confidential or Personal Information and Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraph (1) or (2) above.

However, unless paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury."

B. The following is added to paragraph 2. Exclusions of SECTION I - COVERAGE B - Personal and Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access or Disclosure of Confidential or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

(1) a person arising out of any:
   (a) refusal to employ that person;
   (b) termination of that person's employment; or
   (c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

(1) whether the injury-causing event described in paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;

(2) whether the Insured may be liable as an employer or in any other capacity; and

(3) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to paragraph 2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

(1) a person arising out of any:
   (a) refusal to employ that person;
   (b) termination of that person's employment; or
   (c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) the spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

(1) whether the injury-causing event described in paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;

(2) whether the Insured may be liable as an employer or in any other capacity; and

(3) to any obligation to share damages with or repay someone else who must pay damages because of the injury.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to paragraph 2. Exclusions of SECTION I - Coverage A - Bodily Injury and Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to paragraph 2. Exclusions of SECTION I - Coverage B - Personal and Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

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

The definition of "insured contract" in the Definitions section is replaced by the following:

"Insured contract" means:

a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. a sidetrack agreement;

c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. an elevator maintenance agreement;

f. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The Examination of Your Books and Records Common Policy Condition is replaced by the following:

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 one year afterward.

B. Paragraph 1. Bankruptcy under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

1. Bankruptcy

Bankruptcy, insolvency or dissolution of the Insured or of the insured's estate will not relieve us of our obligation under this Coverage Part, and in case an execution against the Insured on a final judgment is returned unsatisfied, then such judgment creditor shall have a right of action on this Coverage Part against the company to the same extent that the Insured would have, had the Insured paid the final judgment.

C. The following is added to paragraph 8. Transfer of Rights of Recovery Against Others to Us Condition under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Our rights do not apply against any person or organization insured, under this or any other coverage part we issue, with respect to the same "occurrence."
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES - DUTIES CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE CG 04 35
LIMITED PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT CG 04 36
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PERSONAL INJURY LIABILITY ENDORSEMENT CG 28 05
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY
PROFESSIONAL LIABILITY INSURANCE
ABUSE OR MOLESTATION COVERAGE FORM

The following is added to the Duties Condition:

The requirement to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LIABILITY ARISING OUT OF LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

This insurance does not apply to:

1. "bodily injury," "property damage," or "personal and advertising injury" arising out of, resulting from, or in any way caused by or related to the actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead in any form from any source; or

2. any loss, cost, expense, liability or other type of obligation arising out of or resulting from, or in any way related to, any:

   a. claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority 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 lead in any form from any source, or to any

   b. claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

We shall not be obligated to investigate on behalf of an Insured or to defend or indemnify an Insured or any person or entity claiming any right under the policy for the matters excluded in this endorsement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE, MOLESTATION, HARASSMENT OR SEXUAL CONDUCT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

(a) the actual, threatened or alleged abuse, molestation, harassment or sexual conduct by anyone of any person; or

(b) the negligent:

(i) employment;
(ii) investigation;
(iii) supervision;
(iv) reporting to the proper authorities, or failure to so report;
(v) retention; or
(vi) referral of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by a. above.

This endorsement does not change any other provision of the policy.
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I - COVERAGE

Coverage A - Bodily Injury and Property Damage Liability

1. Insuring Agreement

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

(1) the amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and

(2) our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

(1) the "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) the "bodily injury" or "property damage" occurs during the policy period; and

(3) prior to the policy period, no insured listed under paragraph 1. of SECTION II - WHO IS AN INSURED and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph 1. of SECTION II - WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph 1. of SEC-
TION II - WHO IS AN INSURED or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

1. Duty to Give Notice

(1) reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

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

(1) that the Insured would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage," provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

(1) causing or contributing to the intoxication of any person;

(2) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

(a) the supervision, hiring, employment, training or monitoring of others by that insured; or

(b) providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage," involved that which is described in paragraph (1), (2) or (3) above.
However, this exclusion applies only if you are in the business of manufacturing, distributing, selling or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers’ Compensation and Similar Laws

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

e. Employer’s Liability

"Bodily injury" to:

(1) an "employee" of the Insured arising out of and in the course of:

(a) employment by the Insured; or

(b) performing duties related to the conduct of the Insured’s business; or

(2) the spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

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

This exclusion does not apply to liability assumed by the Insured under an “insured contract.”

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building’s occupants or their guests;

(ii) "bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that Additional Insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that Additional Insured; or

(iii) "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) any insured; or
(ii) any person or organization for whom you may be legally responsible; or

(d) at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire."

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

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

(a) request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."

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

g. Aircraft, Auto or Watercraft

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

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

This exclusion does not apply to:

(1) a watercraft while ashore on premises you own or rent;

(2) a watercraft you do not own that is:
   (a) less than 26 feet long; and
   (b) not being used to carry persons or property for a charge;

(3) parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the Insured;

(4) liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "bodily injury" or "property damage" arising out of:
   (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
   (b) the operation of any of the machinery or equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment."

h. Mobile Equipment

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

(1) the transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

(1) war, including undeclared or civil war;

(2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

j. Damage to Property

"Property damage" to:

(1) property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) property loaned to you;

(4) personal property in the care, custody or control of the Insured;
Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

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

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

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

k. Damage to Your Product

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

l. Damage to Your Work

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

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

m. Damage to Impaired Property or Property Not Physically Injured

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

(1) a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall of Products, Work or Impaired Property

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

(1) "your product";

(2) "your work"; or

(3) "impaired property";

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

o. Personal and Advertising Injury

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

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
However, this exclusion does not apply to liability for damages because of "bodily injury."

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

q. Recording and Distribution of Material or Information in Violation of Law

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

(1) the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) the CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Coverage B - Personal and Advertising Injury Liability

1. Insuring Agreement

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

(1) the amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and

(2) our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury."
b. Material Published with Knowledge of Falsity

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

c. Material Published Prior to Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach of Contract

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

g. Quality or Performance of Goods - Failure to Conform to Statements

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

h. Wrong Description of Prices

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

i. Infringement of Copyright, Patent, Trademark or Trade Secret

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

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

j. Insureds in Media and Internet Type Businesses

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

(1) advertising, broadcasting, publishing or telecasting;

(2) designing or determining content of web sites for others; or

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

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

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

k. Electronic Chat Rooms or Bulletin Boards

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

l. Unauthorized Use of Another's Name or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."

o. War

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

(1) war, including undeclared or civil war;

(2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

p. Recording and Distribution of Material or Information in Violation of Law

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

(1) the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) the CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Coverage C - Medical Payments

1. Insuring Agreement

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

(1) on premises you own or rent;

(2) on ways next to premises you own or rent; or

(3) because of your operations;

provided that:

(a) the accident takes place in the "coverage territory" and during the policy period;

(b) the expenses are incurred and reported to us within one year of the date of the accident; and
(c) the injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

(1) first aid administered at the time of an accident;

(2) necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers."

b. Hired Person

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

c. Injury on Normally Occupied Premises

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

d. Workers’ Compensation and Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard."

g. Coverage A Exclusions

Excluded under Coverage A.

Supplementary Payments - Coverages A and B

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

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the Insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.

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

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

These payments will not reduce the Limits of Insurance.
2. If we defend an insured against a "suit" and an indemnitee of the Insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:

a. the "suit" against the indemnitee seeks damages for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. this insurance applies to such liability assumed by the Insured;

c. the obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Insured in the same "insured contract";

d. the allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

e. the indemnitee and the Insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the Insured and the indemnitee; and

f. the indemnitee:

(1) Agrees in writing to:

(a) cooperate with us in the investigation, settlement or defense of the "suit";

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

(c) notify any other insurer whose coverage is available to the indemnitee; and

(d) cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) obtain records and other information related to the "suit"; and

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

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

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

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

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

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

   (a) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

   (b) to the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;

   (c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) or (b) above; or

   (d) arising out of his or her providing or failing to provide professional health care services.

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

   (1) with respect to liability arising out of the maintenance or use of that property; and

   (2) until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:

a. coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. insureds;

   b. claims made or "suits" brought; or

   c. persons or organizations making claims or bringing "suits."

2. The General Aggregate Limit is the most we will pay for the sum of:

   a. medical expenses under Coverage C;

   b. damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

   c. damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. damages under Coverage A; and

   b. medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence."

6. Subject to paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

      (1) how, when and where the "occurrence" or offense took place;
(2) the names and addresses of any injured persons and witnesses; and

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

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

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

(2) notify us as soon as practicable.

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

c. You and any other involved insured must:

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

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

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

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

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

3. Legal Action Against Us

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

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

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

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

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

(iii) that is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
(iv) if the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to exclusion g. of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability.

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

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

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance Provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

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

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

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this Policy, you agree:

a. the statements in the Declarations are accurate and complete;

b. those statements are based upon representations you made to us; and

c. we have issued this Policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
a. as if each named insured were the only named insured; and

b. separately to each insured against whom claim is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us

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

9. When We Do Not Renew

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

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

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   a. notices that are published include material placed on the Internet or on similar electronic means of communication; and

   b. regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

   a. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

   b. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

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

4. "Coverage territory" means:

   a. the United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph a. above; or

   c. all other parts of the world if the injury or damage arises out of:

      (1) goods or products made or sold by you in the territory described in paragraph a. above;

      (2) the activities of a person whose home is in the territory described in paragraph a. above, but is away for a short time on your business; or

      (3) "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

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

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

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

   a. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. you have failed to fulfill the terms of a contract or agreement;

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

9. "Insured contract" means:

   a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. a sidetrack agreement;

   c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. an elevator maintenance agreement;

   f. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

   (1) that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

   (2) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

      (a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

   (3) under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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

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

   a. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

   b. while it is in or on an aircraft, watercraft or "auto"; or

   c. while it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

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

a. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. vehicles maintained for use solely on or next to premises you own or rent;

c. vehicles that travel on crawler treads;

d. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

   (1) power cranes, shovels, loaders, diggers or drills; or

   (2) road construction or resurfacing equipment such as graders, scrapers or rollers;

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

   (1) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

   (2) cherry pickers and similar devices used to raise or lower workers;

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

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

(1) equipment designed primarily for:

   (a) snow removal;

   (b) road maintenance, but not construction or resurfacing; or

   (c) street cleaning;

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

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

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

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

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

a. false arrest, detention or imprisonment;

b. malicious prosecution;

c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

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

(1) products that are still in your physical possession; or

(2) work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

(1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) the existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

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

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

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

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

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

a. an arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or
b. any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.

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

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

21. "Your product":

a. Means:

   (1) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
     
     (a) you;
     
     (b) others trading under your name; or
     
     (c) a person or organization whose business or assets you have acquired; and

   (2) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

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

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

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

22. "Your work":

a. Means:

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

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

b. Includes:

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

   (2) the providing of or failure to provide warnings or instructions.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES - CONTRACTUAL LIABILITY
EXCLUSION AND SUPPLEMENTARY PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2.b. of Exclusions of Section I -
Coverage A - Bodily Injury and Property
Damage Liability is replaced by the follow-
ing:

2. Exclusions

This insurance does not apply to:

b. Contractual Liability

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

(1) that the Insured would have in the
absence of the contract or
agreement; or

(2) assumed in a contract or agree-
ment that is an "insured contract,"
provided the "bodily injury" or
"property damage" occurs subse-
quent to the execution of the
contract or agreement.

B. Section I - Supplementary Payments -
Coverages A and B is replaced by the fol-
lowing:

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

a. All expenses we incur.

b. Up to $250 for cost of bail bonds
required because of accidents or traf-
ffic law violations arising out of the use
of any vehicle to which the Bodily In-
jury Liability Coverage applies. We do
not have to furnish these bonds.

c. The cost of bonds to release attach-
ments, but only for bond amounts
within the applicable Limit of Insurance.
We do not have to furnish these
bonds.

d. All reasonable expenses incurred by
the Insured at our request to assist us
in the investigation or defense of the
claim or "suit," including actual loss of
earnings up to $250 a day because of
time off from work.

e. All court costs taxed against the In-
sured in the "suit." However, this cov-
erage does not include attorneys' fees
or attorneys' expenses taxed against
the Insured.

f. Prejudgment interest awarded against
the Insured on that part of the judg-
ment we pay.

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

These payments will not reduce the Limits
of Insurance.
2. If we defend an insured against a "suit" and an indemnitee of the Insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:

a. the "suit" against the indemnitee seeks damages for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. this insurance applies to such liability assumed by the Insured;

c. the obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Insured in the same "insured contract";

d. the allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

e. the indemnitee and the Insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the Insured and the indemnitee; and

f. the indemnitee:

   (1) agrees in writing to:

   (a) cooperate with us in the investigation, settlement or defense of the "suit";

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

   (c) notify any other insurer whose coverage is available to the indemnitee; and

   (d) cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) provides us with written authorization to:

   (a) obtain records and other information related to the "suit"; and

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

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

a. we have used up the applicable Limit of Insurance in the payment of judgments or settlements; or

b. the conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF OTHER ACTS OF TERRORISM
COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES
FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds $25,000,000 (valued in U.S. dollars). In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

   a. Physical injury that involves a substantial risk of death; or
   
   b. Protracted and obvious physical disfigurement; or
   
   c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

4. The terrorism is carried out by means of the dispersal of application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.
B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

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

   a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

   b. The act resulted in damage:

      (1) Within the United States (including its territories and possessions and Puerto Rico); or

      (2) Outside of the United States in the case of:

         (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or 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

   c. 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.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

D. If aggregate insured losses attributable to terrorist acts certified under the federal 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.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CANCELLATION CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM EXCLUDING FIDUCIARY LIABILITY
BARBER AND BEAUTY SHOP PROFESSIONAL LIABILITY FORM
CHURCH DIRECTORS AND OFFICERS COVERAGE FORM
PASTORAL PROFESSIONAL LIABILITY INSURANCE COVERAGE FORM
PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
CONDOMINIUM BOARD OF GOVERNORS LEGAL LIABILITY COVERAGE FORM
FUNERAL DIRECTORS OR CEMETERY LIABILITY COVERAGE FORM
SOCIAL WORKERS' PROFESSIONAL LIABILITY INSURANCE COVERAGE FORM
COMMUNITY HOME PROFESSIONAL LIABILITY COVERAGE FORM
WATER CONDITIONING DEALERS ERRORS AND OMISSIONS COVERAGE FORM
PRODUCT RECALL EXPENSE COVERAGE FORM

A. The CANCELLATION Common Policy Condition is replaced by the following:

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, subject to the provisions of 3. below, by first class mailing, or by delivery, of a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

3. a. If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving notice at least:

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

   (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

b. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

   (1) nonpayment of premium;

   (2) misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;

   (3) an act or omission by you that substantially increases or changes the risk insured;
(4) refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;

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

(6) loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured;

(7) a determination by the Commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or

(8) nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

Under this item 3.b., we will give notice at least:

(1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or

(2) 60 days before the effective date, if we cancel for a reason described in 3.b.(2) through (8) above. The notice of cancellation will state the reason for cancellation.

4. 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.

B. Any WHEN WE DO NOT RENEW Condition is deleted and the following is added:

Nonrenewal

If we decide not to renew this policy, we will mail, by first class mail, or deliver written notice of nonrenewal to the first Named Insured and any agent, to their last mailing addresses known to us, at least 60 days before the expiration date.

We need not mail or deliver this notice if you have:

1. Insured elsewhere;

2. Accepted replacement coverage; or

3. Agreed not to renew this policy.

C. The EXAMINATION OF YOUR BOOKS AND RECORDS Common Policy Condition is replaced by the following:

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 one year afterward.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM - COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

A. The following exclusion is added to paragraph 2., Exclusions, of SECTION I. Coverage A. Bodily Injury and Property Damage Liability, of the Commercial General Liability Coverage Form, and to paragraph 2., Exclusions, of SECTION I. COVERAGES, of the Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor:

2. Exclusions

This insurance does not apply to:

Silica or Related Dust

a. Any "bodily injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, exposure to, or contact with, "silica" or dust that includes or contains "silica."

b. Any "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened, or suspected contact with, exposure to, existence of, or presence of, "silica" or dust that includes or contains "silica."

c. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica," by any insured or by any other person or entity.

This exclusion applies regardless of:

(i) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and

(ii) whether the "silica" or dust that includes or contains "silica," is mixed or combined with, or also includes or contains, any other substance.

B. The following exclusion is added to paragraph 2., Exclusions of SECTION I. Coverage B. Personal and Advertising Injury Liability of the Commercial General Liability Coverage Form:

2. Exclusions

This insurance does not apply to:

Silica or Related Dust

a. Any "personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened, or suspected inhalation or ingestion of, contact with, exposure to, existence of, or presence of, "silica" or dust that includes or contains "silica."

b. Any loss, cost, or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or dust that includes or contains "silica," by any insured or by any other person or entity.

This exclusion applies regardless of:

(i) the circumstances of or leading to such actual, alleged, threatened, or suspected inhalation, ingestion, exposure, contact, existence, or presence; and

(ii) whether the "silica" or dust that includes or contains "silica," is mixed or combined with, or also includes or contains, any other substance.

C. The following definition is added to the Definitions Section:

"Silica" means silicon dioxide (SiO₂) in any form, from any source.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, BIOLOGICAL, OR CHEMICAL EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM - COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTORS

A. The following exclusion is hereby added to paragraph 2. Exclusions of SECTION I - COVERAGE A. Bodily Injury and Property Damage Liability, of the Commercial General Liability Coverage Form, and to paragraph 2., Exclusions, of SECTION I. COVERAGE A. Bodily Injury and Property Damage Liability, of the Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor:

2. Exclusions

Nuclear, Biological, or Chemical

Notwithstanding any other provision of this policy, this insurance does not apply to any "bodily injury" or "property damage" caused, directly or indirectly, in whole or in part, by any of the following, regardless of any other cause(s) or event(s) that may contribute concurrently or in any other sequence to the "bodily injury" or "property damage":

(1) Any actual, attempted, suspected, or threatened use of any "NBC material" as part of any plan, effort, or design, actually or apparently intended to cause any:

(a) loss or damage to any tangible or intangible property, or

(b) "bodily injury" or emotional distress.

(2) Any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape, or distribution of any "NBC material" as a direct or indirect result of any actual, attempted, suspected, or threatened plan, effort, or design, actually or apparently intended to cause any:

(a) loss or damage to any tangible or intangible property, or

(b) "bodily injury" or emotional distress.

"NBC Material" means any nuclear, biological, or chemical material or substance that causes damage to property or is harmful to human health. "NBC material" includes, but is not limited to:

(1) any radioactive substance or material, and the radiation it releases,

(2) any pathogen, bacterium, microbe, virus, or other organism,

(3) any substance or material produced by or from any pathogen, bacterium, microbe, virus, or other organism, and

(4) any poison, toxin, or other harmful chemical, substance, or material.

The foregoing list (1) through (4) is only illustrative, and should not be construed as a complete, exclusive, or exhaustive list of all "NBC materials."

B. The following exclusion is hereby added to paragraph 2., Exclusions of SECTION I. COVERAGE B., Personal and Advertising Injury Liability of the Commercial General Liability Coverage Form:
2. Exclusions

Nuclear, Biological, or Chemical

Notwithstanding any other provision of this policy, this insurance does not apply to any "personal or advertising injury" caused, directly or indirectly, in whole or in part, by any of the following, regardless of any other cause(s) or event(s) that may contribute concurrently or in any other sequence to the "personal and advertising injury":

(1) Any actual, attempted, suspected, or threatened use of any "NBC material" as part of any plan, effort, or design, actually or apparently intended to cause any:

(a) loss or damage to any tangible or intangible property, or

(b) "bodily injury" or emotional distress.

(2) Any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape, or distribution of any "NBC material" as a direct or indirect result of any actual, attempted, suspected, or threatened plan, effort, or design, actually or apparently intended to cause any:

(a) loss or damage to any tangible or intangible property, or

(b) "bodily injury" or emotional distress.

"NBC Material" means any nuclear, biological, or chemical material or substance that causes damage to property or is harmful to human health. "NBC material" includes, but is not limited to:

(1) any radioactive substance or material, and the radiation it releases,

(2) any pathogen, bacterium, microbe, virus, or other organism,

(3) any substance or material produced by or from any pathogen, bacterium, microbe, virus, or other organism, and

(4) any poison, toxin, or other harmful chemical, substance, or material.

The foregoing list (1) through (4) is only illustrative, and should not be construed as a complete, exclusive, or exhaustive list of all "NBC materials."

This endorsement does not change any other provision of the policy.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

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

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

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## Coverage Description

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### A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

### B. Non-Owned Watercraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) less than 60 feet long; and
(b) not being used to carry persons or property for a charge.

C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock

Under SECTION V - DEFINITIONS, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. Medical Payments

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of SECTION III - LIMITS OF INSURANCE is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

a. $20,000; or

b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of SECTION III - LIMITS OF INSURANCE.

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:

   3. The last paragraph of paragraph 2. Exclusions is deleted in its entirety and replaced by the following:

       Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

       However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

       i. rupture, bursting, or operation of pressure relief devices;

       ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;

       iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or

       iv. flood

2. Paragraph 6. Under SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:
6. Subject to paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of $1,000,000 or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.

3. Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."

4. As regards coverage provided by this provision I. Damage to Premises Rented to You - paragraph 9.a. of Definitions is replaced with the following:

9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

F. Supplementary Payments

1. In the Supplementary Payments - Coverages A and B provision, paragraph 1.b. is replaced with:

b. Up to $3,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $1,000 a day because of time off work.

G. Newly Formed or Acquired Organizations

Paragraph 3. of SECTION II - WHO IS AN INSURED is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:

a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

b. coverage A does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and

c. coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
d. records and descriptions of operations must be maintained by the first named insured.

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

H. Unintentional Failure to Disclose Hazards

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to Condition 6. Representations:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

I. Knowledge of Occurrence, Claim or Suit

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

a. you, if you are an individual;

b. a partner, if you are a partnership

c. an executive officer or insurance manager, if you are a corporation.

J. Property Damage Liability - Elevators

1. Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraphs (3), (4) and (6) of exclusion j. Damage to Property do not apply if such property damage results from the use of elevators.

2. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 4. Other Insurance, paragraph b. Excess Insurance:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

K. Property Damage Liability - Borrowed Equipment

1. Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (4) of exclusion j. Damage to Property does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

2. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions, Condition 4. Other Insurance, paragraph b. Excess Insurance:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.
L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph (1)(a) of Exclusion f. of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:

   (iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

   As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

   (aa) commence on a clearly identifiable day during the policy period; and

   (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and

   (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and

   (dd) be neither expected nor intended from the standpoint of any insured; and

   (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and

   (ff) not originate at or from a storage tank or other container, duct or piping which:

   a. is below the surface of the ground or water; or

   b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of SECTION V - DEFINITIONS and applies only as respects this coverage:

   Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

N. Limited Property Damage to Property of Others

The following is added under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B:

3. We will pay up to $ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

   a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or
b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

(a) a written contract; or

(b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

(i) currently in effect or become effective during the term of this Policy; and

(ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

(a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:
a. your premises; or

b. "your work" for such additional insured; or

c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

b. The insurance afforded to the Additional Insured only applies to the extent permitted by law

c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

c. the Additional Insureds financial control of you; or

d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:
(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) 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.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2.

**Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. Exclusions under SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:

This insurance does not apply to:

a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.

b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

c. "Bodily injury" or "property damage" occurring after:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) 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.
d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

a. required by the contract or agreement; or

b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to paragraph a. Primary Insurance:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) the Additional Insured is a named insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

An additional insured under this Endorsement will as soon as practicable:
a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and

c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.

d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.

2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in SECTION III - LIMITS OF INSURANCE of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to Condition 8. Transfer of Rights of Recovery Against Others to Us:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph 1. Insuring Agreement of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. Exclusions of SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, SECTION III - LIMITS OF INSURANCE is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is $ 1,000.

2. The aggregate amount we will pay for the sum of all "loss" in an annual period is $ 5,000. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of SECTION III - LIMITS OF INSURANCE.
V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

   Paragraph (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

   This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to SECTION V - DEFINITIONS Item 14.:  

   h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRIME AND FIDELITY COVERAGE PART DECLARATIONS (COMMERCIAL ENTITIES)

NAMED INSURED:
MIDWEST FEDERATION OF MINERAL & GEOLOGICAL SOCIETIES

POLICY PERIOD:
03/01/2016 to 03/01/2017

The Crime and Fidelity Coverage Part (Commercial Entities) consists of this Declarations Form and the Commercial Crime Coverage Form.

Coverage is Written:
(X) Primary    ( ) Excess    ( ) Coindemnity    ( ) Concurrent

Employee Benefit Plan(s) Included as Insureds:

<table>
<thead>
<tr>
<th>Insuring Agreement(s) Forming Part of this Coverage Part</th>
<th>Limit Of Insurance Per Occurrence</th>
<th>Deductible Amount Per Occurrence</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Employee Theft</td>
<td>$25,000</td>
<td>$1,000</td>
<td>$312</td>
</tr>
<tr>
<td>2. Forgery or Alteration</td>
<td>$25,000</td>
<td>$1,000</td>
<td>$81</td>
</tr>
<tr>
<td>3. Inside the Premises-Theft of Money and Securities</td>
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<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4. Inside the Premises-Robbery or Safe Burglary of other Property</td>
<td>NOT COVERED</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5. Outside the Premises</td>
<td>NOT COVERED</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6. Computer And Funds Transfer Fraud</td>
<td>NOT COVERED</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7. Money Orders and Counterfeit Money</td>
<td>NOT COVERED</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

If Added by Endorsement, or Insuring Agreement:
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRIME AND FIDELITY COVERAGE PART DECLARATIONS (COMMERCIAL ENTITIES)

PREMIUM

Premium for this Coverage Part: $ 393
Premium shown is payable: $ at inception.

FORMS AND ENDORSEMENTS applicable to all coverage forms and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule CR 88 01 (01 86).

Cancellation of Prior Insurance Issued by Us:

On acceptance of this Coverage Part, you give us notice cancelling prior Policy or Bond Nos.

MAC 7188597-28, the cancellation to be effective at the time this Coverage Part becomes effective.
It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

<table>
<thead>
<tr>
<th>Form and Edition</th>
<th>Date Added* or Date Deleted</th>
<th>Form Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CR0021</td>
<td>08/13</td>
<td>COMMERCIAL CRIME COVERAGE FORM</td>
</tr>
<tr>
<td>CR0125</td>
<td>08/13</td>
<td>MN CHANGES</td>
</tr>
<tr>
<td>CR0751</td>
<td>08/08</td>
<td>REPLACE TERRORISM PROVISIONS</td>
</tr>
<tr>
<td>CR7810</td>
<td>08/13</td>
<td>COMMERCIAL CRIME COVERAGE PART DEC</td>
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<tr>
<td>CR7944</td>
<td>12/14</td>
<td>VIRTUAL PEER-PEER MEDIUMS EXCNHG EX</td>
</tr>
</tbody>
</table>

* IF NOT AT INCEPTION
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRTUAL OR ON-LINE PEER TO PEER MEDIUMS OF EXCHANGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM

Applicable to all Insuring Agreements, the following is added to D. Exclusions:

Loss of virtual or online peer to peer mediums of exchange, used to pay for goods or services, or held for investment, which can be purchased and which can be exchanged into "money."

CR 79 44 (Ed. 12/14)
COMMERCIAL CRIME COVERAGE FORM  
(LOSS SUSTAINED FORM)

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

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

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

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the policy period shown in the Declarations, except as provided in Condition E.1.k. or E.1.l., which is "discovered" by you during the policy period shown in the Declarations or during the period of time provided in the Extended Period to Discover Loss Condition E.1.g.:

1. Employee Theft

We will pay for loss of or damage to "money," "securities" and "other property" resulting directly from "theft" committed by an "employee," whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Forgery or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(1) made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in paragraph 2.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay for such legal expenses is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3. Inside the Premises - Theft of Money and Securities

We will pay for:

a. Loss of "money" and "securities" inside the "premises" or "financial institution premises":

(1) resulting directly from "theft" committed by a person present inside such "premises" or "financial institution premises";

or

(2) resulting directly from disappearance or destruction.

b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities," if you are the owner of the "premises" or are liable for damage to it.
c. Loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

4. Inside the Premises - Robbery or Safe Burglary of Other Property

We will pay for:

a. Loss of or damage to "other property":

(1) inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or

(2) inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary."

b. Loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property," if you are the owner of the "premises" or are liable for damage to it.

c. Loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary."

5. Outside the Premises

We will pay for:

a. Loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft," disappearance or destruction.

b. Loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery."

6. Computer and Funds Transfer Fraud

a. We will pay for:

(1) Loss resulting directly from a fraudulent:

(a) entry of "electronic data" or "computer program" into; or

(b) change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to paragraphs 6.a.(1)(a) and 6.a.(1)(b):

(i) "money," "securities" or "other property" to be transferred, paid or delivered; or

(ii) your account at a "financial institution" to be debited or deleted.

(2) Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and transfer, pay or deliver "money" or "securities" from that account.

b. As used in paragraph 6.a.(1), fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Insuring Agreement.

7. Money Orders and Counterfeit Money

We will pay for loss resulting directly from your having, in good faith, accepted in exchange for merchandise, "money" or services:
a. money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or

b. "counterfeit" money that is acquired during the regular course of business.

B. Limit of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This insurance does not cover:

a. Acts Committed by You, Your Partners or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

(1) you; or

(2) any of your partners or "members";

whether acting alone or in collusion with other persons.

b. Acts Committed by Your Employees Learned of by You Prior to the policy period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "member," "managers," officers, directors or trustees, not in collusion with the "employee," learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Committed by Your Employees, Managers, Directors, Trustees or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees," "managers," directors, trustees or authorized representatives:

(1) whether acting alone or in collusion with other persons; or

(2) while performing services for you or otherwise;

except when covered under Insuring Agreement A.1.

d. Confidential or Personal Information

Loss resulting from:

(1) the disclosure of your or another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the use of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

e. Data Security Breach

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's
confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

f. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

g. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

(1) your inability to realize income that you would have realized had there been no loss of or damage to "money," "securities" or "other property";

(2) payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance; or

(3) payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

h. Legal Fees, Costs and Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.2.

i. Nuclear Hazard

Loss or damage resulting from nuclear reaction, or radiation, or radioactive contamination, however caused.

j. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

k. War and Military Actions

Loss or damage resulting from:

(1) war, including undeclared or civil war;

(2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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

2. Insuring Agreement A.1. does not cover:

a. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) an inventory computation; or

(2) a profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.
b. **Trading**

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

c. **Warehouse Receipts**

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

3. **Insuring Agreements A.3., A.4. and A.5.** do not cover:

a. **Accounting or Arithmetical Errors or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

b. **Exchanges or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. **Fire**

Loss or damage resulting from fire, however caused, except:

(1) loss of or damage to "money" and "securities"; and

(2) loss from damage to a safe or vault.

d. **Money Operated Devices**

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. **Motor Vehicles or Equipment and Accessories**

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

f. **Transfer or Surrender of Property**

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises":

(a) on the basis of unauthorized instructions; or

(b) as a result of a threat including, but not limited to:

(i) a threat to do bodily harm to any person;

(ii) a threat to do damage to any property;

(iii) a threat to introduce a denial of service attack into any "computer system";

(iv) a threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system";

(v) a threat to contaminate, pollute or render substandard your products or goods; or

(vi) a threat to disseminate, divulge or utilize:

i. your confidential information;

ii. confidential or personal information of another person or organization; or

iii. weaknesses in the source code within any "computer system."
(2) But, this exclusion does not apply under Insuring Agreement A.5. to loss of "money," "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

(a) had no knowledge of any threat at the time the conveyance began; or

(b) had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting of Title to or Possession of Property

Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement A.6. does not cover:

a. Authorized Access

Loss resulting from a fraudulent:

(1) entry of "electronic data" or "computer program" into; or

(2) change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system," except when covered under Insuring Agreement A.6.b.

b. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

c. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

d. Fraudulent Instructions

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

(1) transfer, pay or deliver "money," "securities" or "other property"; or

(2) debit or delete your account;

which instruction proves to be fraudulent, except when covered under Insuring Agreement A.6.a.(2) or A.6.b.

e. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) an inventory computation; or

(2) a profit and loss computation.

E. Conditions

The following conditions apply in addition to the Common Policy Conditions:

1. Conditions Applicable to All Insuring Agreements

a. Additional Premises or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees," other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall auto-
matically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" is not required, and no additional premium will be charged for the remainder of the policy period shown in the Declarations.

b. Concealment, Misrepresentation or Fraud

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

(1) this insurance;

(2) the property covered under this insurance;

(3) your interest in the property covered under this insurance; or

(4) a claim under this insurance.

c. Consolidation - Merger or Acquisition

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

(1) you must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but

(2) for the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

d. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

e. Duties in the Event of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money," "securities" or "other property," you must:

(1) notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement A.1. or A.2.) involves a violation of law, you must also notify the local law enforcement authorities;

(2) give us a detailed, sworn proof of loss within 120 days;

(3) cooperate with us in the investigation and settlement of any claim;

(4) produce for our examination all pertinent records;

(5) submit to examination under oath at our request and give us a signed statement of your answers; and

(6) secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

f. Employee Benefit Plans

The "Employee Benefit Plans" shown in the Declarations (hereinafter referred to as Plan) are included as insureds under Insuring Agreement A.1., subject to the following:
(1) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator is responsible for selecting a Limit of Insurance for Insuring Agreement A.1. that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required under ERISA as if each Plan were separately insured.

(2) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement A.1. is replaced by the following:

We will pay for loss of or damage to "money," "securities" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee," whether identified or not, acting alone or in collusion with other persons.

(3) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

(4) If two or more Plans are insured under this insurance, any payment we make for loss:

(a) sustained by two or more Plans; or

(b) of commingled "money," "securities" or "other property" of two or more Plans;

resulting directly from an "occurrence," will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required under ERISA for each Plan bears to the total of those limits.

(5) The Deductible Amount applicable to Insuring Agreement A.1. does not apply to loss sustained by any Plan.

g. Extended Period to Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

(1) No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

(2) No later than one year from the date of that cancellation with regard to any "Employee Benefit Plan."

h. Joint Insured

(1) If more than one insured is named in the Declarations, the first Named Insured will act for itself and for every other insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

(2) If any insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every insured.

(3) An "employee" of any insured is considered to be an "employee" of every insured.

(4) If this insurance or any of its coverages are cancelled as to any insured, loss sustained by that Insured is covered only if it is "discovered" by you:
(a) No later than one year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

(b) No later than one year from the date of that cancellation with regard to any "Employee" Benefit Plan."

(5) We will not pay more for loss sustained by more than one insured than the amount we would pay if all such loss had been sustained by one insured.

(6) Payment by us to the first Named Insured for loss sustained by any insured, or payment by us to any "Employee Benefit Plan" for loss sustained by that Plan, shall fully release us on account of such loss.

i. Legal Action Against Us

You may not bring any legal action against us involving loss:

(1) unless you have complied with all the terms of this insurance;

(2) until 90 days after you have filed proof of loss with us; and

(3) unless brought within two years from the date you "discovered" the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

j. Liberalization

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

k. Loss Sustained During Prior Insurance Issued by Us or any Affiliate

(1) Loss Sustained Partly During this Insurance and Partly During Prior Insurance

If you "discover" loss during the policy period shown in the Declarations, resulting directly from an "occurrence" taking place:

(a) partly during the policy period shown in the Declarations; and

(b) partly during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this policy period. We will then settle the remaining amount of loss that you sustained during the policy period(s) of the prior insurance.

(2) Loss Sustained Entirely During Prior Insurance

If you "discover" loss during the policy period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:
(a) this insurance became effective at the time of cancellation of the prior insurance; and

(b) the loss would have been covered under this insurance had it been in effect at the time of the "occurrence."

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the policy period(s) of any other prior insurance.

(3) In settling loss under paragraphs k.(1) and k.(2):

(a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.

(b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

(4) The following examples demonstrate how we will settle losses subject to this condition:

**Example Number 1:**

The Insured sustained a covered loss of $10,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

**Policy A**

The current policy. Written at a Limit of Insurance of $50,000 and a Deductible Amount of $5,000.

**Policy B**

Issued prior to Policy A. Written at a Limit of Insurance of $50,000 and a Deductible Amount of $5,000.

The amount of loss sustained under Policy A is $2,500 and under Policy B, $7,500.

The highest single Limit of Insurance applicable to this entire loss is $50,000 written under Policy A. The Policy A Deductible Amount of $5,000 applies. The loss is settled as follows:

(a) The amount of loss sustained under Policy A ($2,500) is settled first. The amount we will pay is nil ($0.00) because the amount of loss is less than the Deductible Amount (i.e., $2,500 loss - $5,000 deductible = $0.00).

(b) The remaining amount of loss sustained under Policy B ($7,500) is settled next. The amount recoverable is $5,000 after the remaining Deductible Amount from
Policy A of $2,500 is applied to the loss (i.e., $7,500 loss - $2,500 deductible = $5,000).

The most we will pay for this loss is $5,000.

**Example Number 2:**

The Insured sustained a covered loss of $250,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

**Policy A**

The current policy. Written at a Limit of Insurance of $125,000 and a Deductible Amount of $10,000.

**Policy B**

Issued prior to Policy A. Written at a Limit of Insurance of $150,000 and a Deductible Amount of $25,000.

The amount of loss sustained under Policy A is $175,000 and under Policy B, $75,000.

The highest single Limit of Insurance applicable to this entire loss is $150,000 written under Policy B. The Policy A Deductible Amount of $10,000 applies. The loss is settled as follows:

(a) The amount of loss sustained under Policy A ($175,000) is settled first. The amount we will pay is the Policy A Limit of $125,000 because $175,000 loss - $10,000 deductible = $165,000, which is greater than the $125,000 policy limit.

(b) The remaining amount of loss sustained under Policy B ($75,000) is settled next. The amount we will pay is $25,000 (i.e., $150,000 Policy B limit - $125,000 paid under Policy A = $25,000).

The most we will pay for this loss is $150,000.

**Example Number 3:**

The Insured sustained a covered loss of $2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies A, B, C, and D.

**Policy A**

The current policy. Written at a Limit of Insurance of $1,000,000 and a Deductible Amount of $100,000.

**Policy B**

Issued prior to Policy A. Written at a Limit of Insurance of $750,000 and a Deductible Amount of $75,000.

**Policy C**

Issued prior to Policy B. Written at a Limit of Insurance of $500,000 and a Deductible Amount of $50,000.

**Policy D**

Issued prior to Policy C. Written at a Limit of Insurance of $500,000 and a Deductible Amount of $50,000.

The amount of loss sustained under Policy A is $350,000; under Policy B, $250,000; under Policy C, $600,000; and under Policy D, $800,000.

The highest single Limit of Insurance applicable to this entire loss is $1,000,000 written under Policy A. The Policy A Deductible Amount of $100,000 applies. The loss is settled as follows:
(a) The amount of loss sustained under Policy A ($350,000) is settled first. The amount we will pay is $250,000 (i.e., $350,000 loss - $100,000 deductible = $250,000).

(b) The amount of loss sustained under Policy B ($250,000) is settled next. The amount we will pay is $250,000 (no deductible is applied).

(c) The amount of loss sustained under Policy C ($600,000) is settled next. The amount we will pay is $500,000, the policy limit (no deductible is applied).

(d) We will not make any further payment under Policy D, as the maximum amount payable under the highest single Limit of Insurance applying to the loss of $1,000,000 under Policy A has been satisfied.

The most we will pay for this loss is $1,000,000.

I. Loss Sustained During Prior Insurance not Issued by Us or any Affiliate

(1) If you "discover" loss during the policy period shown in the Declarations, resulting directly from an "occurrence" taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:

(a) this insurance became effective at the time of cancellation of the prior insurance; and

(b) the loss would have been covered under this insurance had it been in effect at the time of the "occurrence."

(2) In settling loss subject to this condition:

(a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.

(b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.

(3) The insurance provided under this condition is subject to the following:

(a) If loss covered under this condition is also partially covered under Condition E.1.k., the amount recoverable under this condition is part of, not in addition to, the amount recoverable under Condition E.1.k.

(b) For loss covered under this condition that is not subject to paragraph I.(3)(a), the amount recoverable under this condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:

(i) this insurance as of its effective date; or

(ii) the prior cancelled insurance had it remained in effect.
m. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

(1) Primary Insurance

When this insurance is written as primary insurance, and:

(a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

(b) You have other insurance covering the same loss other than that described in paragraph m.(1)(a), we will only pay for amount of loss that exceeds:

(i) the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

(ii) the Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

(2) Excess Insurance

(a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not.

Our payment for loss is subject to the terms and conditions of this insurance.

(b) However, if loss covered under this insurance is subject to a deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

n. Ownership of Property; Interests Covered

The property covered under this insurance is limited to property:

(1) that you own or lease;

(2) that is held by you in any capacity; or

(3) for which you are legally liable, provided you were liable for the property prior to the time the loss was sustained.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

o. Records

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

p. Recoveries

(1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or by you, shall be applied net of the expense of such recovery:

(a) first, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
(b) second, to us in satisfaction of amounts paid in settlement of your claim;

(c) third, to you in satisfaction of any Deductible Amount; and

(d) fourth, to you in satisfaction of any loss not covered under this insurance.

(2) Recoveries do not include any recovery:

(a) from insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

(b) of original "securities" after duplicates of them have been issued.

q. Territory

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

r. Transfer of Your Rights of Recovery Against Others to Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

s. Valuation - Settlement

The value of any loss for purposes of coverage under this insurance shall be determined as follows:

(1) Money

Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

(a) at face value in the "money" issued by that country; or

(b) in the United States of America dollar equivalent, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered."

(2) Securities

Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered." We may, at our option:

(a) pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

(b) pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of:

   (i) market value of the "securities" at the close of business on the day the loss was "discovered"; or

   (ii) Limit of Insurance applicable to the "securities."
3. Property Other than Money and Securities

(a) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

(i) the Limit of Insurance applicable to the lost or damaged property;

(ii) the cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or

(iii) the amount you actually spend that is necessary to repair or replace the lost or damaged property.

(b) We will not pay on a replacement cost basis for any loss or damage to property covered under paragraph s.(3)(a):

(i) until the lost or damaged property is actually repaired or replaced; and

(ii) unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

If the lost or damaged property are not repaired or replaced, we will pay on an actual cash value basis.

(c) We will, at your option, pay for loss or damage to such property:

(i) in the "money" of the country in which the loss or damage was sustained; or

(ii) in the United States of America dollar equivalent of the "money" of the country in which the loss or damage was sustained, determined by the rate of exchange published in The Wall Street Journal the day the loss was "discovered."

(d) Any property that we pay for or replace becomes our property.

2. Conditions Applicable to Insuring Agreement A.1.

a. Termination as to any Employee

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

(a) you; or

(b) any of your partners, "members," "managers," officers, directors or trustees not in collusion with the "employee":

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you; or

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in Territory Condition E.1.q. for a period of not more than 90 consecutive days.


a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.2.

b. Electronic and Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof of Loss

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.q. does not apply to Insuring Agreement A.2.


a. Armored Motor Vehicle Companies

Under Insuring Agreement A.5., we will only pay for the amount of loss you cannot recover:

(1) under your contract with the armored motor vehicle company; and

(2) from any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit of Insurance for Specified Property

We will only pay up to $5,000 for any one "occurrence" of loss of or damage to:

(1) precious metals, precious or semiprecious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

(2) manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.


a. Special Limit of Insurance for Specified Property

We will only pay up to $5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.q. does not apply to Insuring Agreement A.6.

F. Definitions

1. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data."
2. "Computer system" means:
   a. computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
   b. systems and applications software; and
   c. related communications networks;
   by which "electronic data" is collected, transmitted, processed, stored or retrieved.

3. "Counterfeit money" means an imitation of "money" which is intended to deceive and to be taken as genuine.

4. "Custodian" means you, or any of your partners or "members," or any "employee" while having care and custody of property inside the "premises," excluding any person while acting as a "watchperson" or janitor.

5. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

6. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. "Employee":
   a. Means:
      (1) any natural person:
         (a) while in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
         (b) whom you compensate directly by salary, wages or commissions; and
         (c) whom you have the right to direct and control while performing services for you;
      (2) any natural person who is furnished temporarily to you:
         (a) to substitute for a permanent "employee," as defined in paragraph 7.a.(1), who is on leave; or
         (b) to meet seasonal or short-term work load conditions;
         while that person is subject to your direction and control and performing services for you;
      (3) any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary "employee" as defined in paragraph 7.a.(2);
      (4) any natural person who is:
         (a) a trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "Employee Benefit Plan"; or
(b) your director or trustee while that person is engaged in handling "money," "securities" or "other property" of any "Employee Benefit Plan";

(5) any natural person who is a former "employee," "partner," "member," "manager," director or trustee retained by you as a consultant while performing services for you;

(6) any natural person who is a guest student or intern pursuing studies or duties; and

(7) any natural person employed by an entity merged or consolidated with you prior to the effective date of this Policy; and

(8) any natural person who is your "manager," director or trustee while:

(a) performing acts within the scope of the usual duties of an "employee"; or

(b) acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

b. Does not mean:

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in paragraph 7.a.

8. "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

9. "Financial institution" means:

a. With regard to Insuring Agreement A.3.:

(1) a bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or

(2) an insurance company.

b. With regard to Insuring Agreement A.6.:

(1) a bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;

(2) an insurance company; or

(3) a stock brokerage firm or investment company.

10. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution."

11. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

12. "Fraudulent instruction" means:

a. With regard to Insuring Agreement A.6.a.(2):

(1) A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account," which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent.
(2) A written instruction (other than those covered under Insuring Agreement A.2.) issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account," through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.

(3) A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic or written instruction initially received by you, which instruction purports to have been issued by an "employee," but which in fact was fraudulently issued by someone else without your or the "employee's" knowledge or consent.

b. With regard to Insuring Agreement A.6.b.:

A computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under the Insuring Agreement, which instruction in fact was fraudulently issued by your computer software contractor.

13. "Manager" means a natural person serving in a directorial capacity for a limited liability company.

14. "Member" means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as a "manager."

15. "Messenger" means you, or your relative, or any of your partners or "members," or any "employee" while having care and custody of property outside the "premises."

16. "Money" means:

a. currency, coins and bank notes in current use and having a face value;

b. traveler's checks and money orders held for sale to the public; and

c. In addition, includes:

(1) under Insuring Agreements A.1. and A.2., deposits in your account at any financial institution; and

(2) under Insuring Agreement A.6., deposits in your account at a "financial institution" as defined in paragraph F.9.b.

17. "Occurrence" means:

a. Under Insuring Agreement A.1.:

(1) an individual act;

(2) the combined total of all separate acts whether or not related; or

(3) a series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the policy period shown in the Declarations, except as provided under Condition E.1.k. or E.1.l.

b. Under Insuring Agreement A.2.:

(1) an individual act;

(2) the combined total of all separate acts whether or not related; or

(3) a series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the policy period shown in the Declarations, except as provided under Condition E.1.k. or E.1.l.

c. Under all other Insuring Agreements:

(1) an individual act or event;
(2) the combined total of all separate acts or events whether or not related; or

(3) a series of acts or events whether or not related;
committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition E.1.k. or E.1.l.

18. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include "computer programs," "electronic data" or any property specifically excluded under this insurance.

19. "Premises" means the interior of that portion of any building you occupy in conducting your business.

20. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
   a. caused or threatened to cause that person bodily harm; or
   b. committed an obviously unlawful act witnessed by that person.

21. "Safe burglary" means the unlawful taking of:
   a. property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
   b. a safe or vault from inside the "premises."

22. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:
   a. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
   b. evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money."

23. "Theft" means the unlawful taking of property to the deprivation of the Insured.

24. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":
   a. by means of computer, telegraphic, cable, teletype, telefacsimile, telephone or other electronic instructions; or
   b. by means of written instructions (other than those covered under Insuring Agreement A.2.) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.

25. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
GOVERNMENT CRIME COVERAGE FORM
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM

A. The Examination of Your Books and Records Common Policy Condition is replaced by the following:

Examination of Your Books and Records

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

B. The Concealment, Misrepresentation or Fraud Condition is replaced by the following:

Concealment, Misrepresentation or Fraud

This insurance is void in any case of:

1. material misrepresentation or omission; or
2. fraud;

by you or with your knowledge in:

1. obtaining this insurance; or
2. pursuing a claim under this insurance.

C. Under the Commercial Crime Coverage Form and the Government Crime Coverage Form, the first sentence of paragraph (1) of the Duties in the Event of Loss Condition is replaced by the following:

(1) Notify us or our agent as soon as possible.

D. Under the Kidnap/Ransom and Extortion Coverage Form, paragraph (4) of the Duties in the Event of an Occurrence Condition is replaced by the following:

(4) Notify us or our agent as soon as possible.

E. The Transfer of Your Rights of Recovery Against Others to Us Condition is amended by the addition of the following:

Our rights do not apply against any person or organization insured under this or any other insurance we issue with respect to the same “occurrence.”

F. The following applies only to the Commercial Crime Coverage Form and the Government Crime Coverage Form:

If the Clients' Property Endorsement CR 04 01 is attached to this insurance, paragraph C.1. of the endorsement is replaced by the following:

1. Paragraph (1) of the Duties in the Event of Loss Condition is replaced by the following:

(1) Notify us or our agent as soon as possible.

G. The following applies only to the Commercial Crime Coverage Form and the Government Crime Coverage Form:

If the Coindemnity Endorsement CR 20 11 is attached to this insurance, paragraph 3.a. of the endorsement is replaced by the following:
a. The:

(1) giving of notice of loss to the Controlling Company or its agent; and

(2) filing of proof of loss with the Controlling Company;

will be considered in compliance with the terms of this insurance for the giving of notice of loss and the filing of proof of loss if given and filed in accordance with the terms of this insurance.

H. The following applies only to the Commercial Crime Coverage Form and the Government Crime Coverage Form:

If the Rural Utilities Service Regulations Endorsement CR 25 28 is attached to this insurance:

1. Paragraph A. of the endorsement, except for the Notices provision, is deleted.

2. The following is added to paragraphs B. and C. of Minnesota Changes - Cancellation and Nonrenewal Endorsement IL 02 45:

We will mail or deliver written notice of cancellation or nonrenewal to the Rural Utilities Service at the same time such notice is mailed or delivered to the first Named Insured.

3. Paragraph 2.a. of the endorsement is replaced by the following:

   a. Notify us or our agent as soon as possible.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPLACE TERRORISM PROVISIONS
(APPLICABLE TO CRIME/FIDELITY ONLY)

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
GOVERNMENT CRIME COVERAGE FORM
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM

A. Any endorsement in this Policy that refers to "certified act(s) of terrorism" does not apply to the Commercial Crime Coverage Form, Government Crime Coverage Form or Kidnap/Ransom and Extortion Coverage Form. Instead, the following exclusion applies to such coverage forms:

Exclusion of Terrorism

We will not pay for loss or damage caused directly or indirectly by "terrorism," including action in hindering or defending against an actual or expected incident 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. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. the "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. the "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. the total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this item A.5., the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism," there is no coverage under this Coverage Form.
B. Application of Other Exclusions

1. When the Exclusion of Terrorism applies in accordance with the terms of paragraph A.1. or A.2., such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form.

2. 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 or damage which would otherwise be excluded under this Coverage Form, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.

C. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
   a. use or threat of force or violence; or
   b. commission or threat of a dangerous act; or
   c. commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:
   a. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
   b. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

<table>
<thead>
<tr>
<th>Date Added* or Date Deleted</th>
<th>Form and Edition</th>
<th>Form Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CM0001 09/04</td>
<td>COMMON INLAND MARINE CONDITIONS</td>
<td></td>
</tr>
<tr>
<td>2. CM0117 09/04</td>
<td>MINNESOTA CHANGES</td>
<td></td>
</tr>
<tr>
<td>3. CM7730 10/89</td>
<td>SPECIAL FLOATER DEC</td>
<td></td>
</tr>
<tr>
<td>4. CM7731 01/05</td>
<td>SPECIAL FLOATER COVERAGE PART</td>
<td></td>
</tr>
<tr>
<td>5. CM8802 11/85</td>
<td>SCHEDULE OF COVERED PROPERTY</td>
<td></td>
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</tbody>
</table>

* IF NOT AT INCEPTION
COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

Loss Conditions

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

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

1. pay its chosen appraiser; and
2. bear the other expenses of the appraisal and umpire equally.

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

C. Duties in the Event of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. 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.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

2. We will not pay you more than your financial interest in the Covered Property.

3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners’ property. We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
   a. we have reached agreement with you on the amount of the loss; or
   b. an appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. 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.

G. Pair, Sets or Parts

1. **Pair or Set**

In case of loss or damage to any part of a pair or set we may:
   a. repair or replace any part to restore the pair or set to its value before the loss or damage; or
   b. pay the difference between the value of the pair or set before and after the loss or damage.

2. **Parts**

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

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

I. Reinstatement of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.
J. 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.

2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
   a. someone insured by this insurance; or
   b. a business firm:
      (1) owned or controlled by you; or
      (2) that owns or controls you.

This will not restrict your insurance.

General Conditions

A. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, 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. 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 the terms of this Coverage Part; and
2. the action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit to Bailee

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

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. during the policy period shown in the Declarations; and
2. within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. the actual cash value of that property;
2. the cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. the cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.
**BUSINESSPRO SPECIAL FLOATER DECLARATIONS PAGE**

<table>
<thead>
<tr>
<th>NAMED INSURED:</th>
<th>MIDWEST FEDERATION OF MINERAL &amp; GEOLOGICAL SOCIETIES</th>
<th>POLICY PERIOD:</th>
</tr>
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<tbody>
<tr>
<td></td>
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<td>03/01/2016 to 03/01/2017</td>
</tr>
</tbody>
</table>

**PREMIUM FOR THIS COVERAGE FORM**

$1,000.00

**LIMITS OF INSURANCE**

The most we will pay is:

- $50,000 in any one "loss" but not more than the limit of Insurance shown opposite each item described below or in the schedule attached.

**SCHEDULE OF COVERED PROPERTY**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>LIMIT OF INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>SEE CM8802</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

**DEDUCTIBLE AMOUNT**

$1,000

**FORMS AND ENDORSEMENTS**

applying to this Coverage Part and made part of this Policy at time of issue:

SEE CM 88 01 11/85

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**BUSINESSPRO (Reg. U.S. Pat. Off.)**

CM 77 30 10/89 (Page 1 of 1)
SPECIAL FLOATER COVERAGE FORM

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

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

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

A. Coverage

We will pay for direct physical "loss" to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means scheduled articles described in the Declarations.

2. Property Not Covered

Covered Property does not mean:

a. accounts, bills, evidences of debt, currency, notes, securities, valuable papers, or other documents;

b. aircraft or watercraft;

c. land motor vehicles designed for, and while operating upon, public roadways;

d. bullion, gold, silver, platinum, or other precious alloys or metals, jewelry, watches, precious or semi-precious stones, furs, or fine arts;

e. living organisms, such as animals, birds, fish, insects and plants;

f. contraband, or property in the course of illegal transportation or trade.

g. water, land, grading or fill;

h. any permanent realty (such as buildings, dams, docks, wharves, piers and bridges);

i. property while:

(1) airborne, unless in a regularly scheduled commercial passenger airline flight or within a commercial freight aircraft;

(2) waterborne, except while on a regularly scheduled ferry or railroad car float;

(3) under water;

(4) under ground.

3. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical "loss" to Covered Property except those causes of "loss" listed in the Exclusions.

4. Additional Coverages

The coinsurance provision in this policy does not apply to these Additional Coverages.

The Limits of Insurance for the following Additional Coverages are separate from the Limits of Insurance shown for the scheduled articles.

a. Debris Removal

We will pay your actual and necessary expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss.
The most we will pay for "loss" under this Additional Coverage is 25% of the amount we pay for direct physical "loss" to Covered Property up to a maximum of $25,000.

This additional coverage does not apply to the cost to:

(1) extract "pollutants" from land or water; or

(2) remove, restore or replace polluted land or water.

b. Pollutant Clean Up and Removal

We will pay your necessary expense to extract "pollutants" from land or water, if the release, discharge or dispersal of the "pollutants" results from a Covered Cause of Loss to Covered Property that occurs during the policy period. Your expenses will be paid only if they are reported to us within 180 days of the earlier of:

(1) the date of the "loss"; or

(2) the end of the policy period.

The most we will pay under this Additional Coverage is 10% of the applicable direct physical "loss" limits, up to a maximum of $5,000, for the sum of all such expenses for each separate 12 month policy period.

c. Additionally Acquired Property

We will insure additional items similar to those scheduled, which you buy or lease "long term," but not beyond the earlier of:

(1) 30 days; or

(2) the end of the policy period;

(3) cancellation of this Coverage Form.

The most we will pay for "loss" under this Additional Coverage is the lesser of:

(1) 10% of the Special Floater any one "loss" Limit of Insurance; or

(2) $25,000.

You must report these items to us within thirty (30) days after you obtain them. Premium will be charged from the date of acquisition. If you fail to report new items within the thirty (30) day period coverage will end automatically at the earlier of:

(1) the date you acquire the property; or

(2) the end of the policy period; or

(3) cancellation of this Coverage Form.

B. Exclusions

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

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

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

b. Nuclear Hazard

(1) Any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation or radioactive contamination results in a fire, we will pay for the loss or damage caused by that fire.

c. War and Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any govern-
ment, sovereign or 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. Earth Movement

(1) Any earth movement such as earthquake, landslide, mine subsidence or earth sinking, rising, shifting, expanding or contracting. But if loss or damage by fire, theft, or explosion results, we will pay for that resulting "loss."

(2) Volcanic eruption, explosion or effusion. But if "loss" by fire or volcanic action results, we will pay for that resulting "loss."

Volcanic action means direct "loss" resulting from the eruption of a volcano when the "loss" is caused by:

(a) airborne volcanic blast or airborne shock waves;

(b) ash, dust or particulate matter; or

(c) lava flow.

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

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

e. Water

(1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

(2) Mudslide or mudflow;

(3) Water that backs up or overflows from a sewer, drain or sump; or

(4) Water under the ground surface pressing on, or flowing or seeping through:

(a) foundations, walls, floors or paved surfaces;

(b) basements, whether paved or not; or

(c) doors, windows or other openings.

But if water, as described above, results in a fire, explosion, theft or sprinkler leakage, we will pay for that "loss" caused by fire, explosion, theft or sprinkler leakage.

f. "Fungus," Rot and Bacteria

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

We will not pay for the cost to test, monitor, contain, remove, extract, dispose of, treat, remediate, neutralize or decontaminate land, water or any property which has been (or is suspected to have been) contaminated by the presence of "fungus," wet rot, dry rot or bacteria.

2. We will not pay for a "loss" caused by or resulting from any of the following:

a. Delay, loss of use, loss of market or any other consequential loss.

b. Dishonest acts by:

(1) you, your employees (including leased employees), partners, members, trustees, officers or authorized representatives;

(2) anyone else with an interest in the property, or their employees or authorized representatives;

(3) anyone else (other than a carrier for hire) to whom you entrust the property.
This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees), but theft by such employees is not covered.

c. Unexplained loss, mysterious disappearance or shortage found upon taking inventory.

This exclusion does not apply to property in the custody of a carrier for hire.

d. Artificially generated electric current creating an electric disturbance (including arcing) within Covered Property.

But we will pay for "loss" caused by a resulting fire or explosion.

e. Processing or any work upon property covered. But, we will pay for "loss" caused by a resulting fire or explosion.

f. Contamination, leakage, breakage, denting, bending, marring, or scratching, unless directly caused by fire, lightning, windstorm, hail, theft or attempted theft, riot, vandalism or collision, upset or overturn of a conveyance.

g. Rain, sleet, snow, hail, ice or dust to property in the open (not in a fully enclosed building).

This exclusion does not apply to property in the custody of a carrier for hire.

3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."

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

b. Gradual deterioration, hidden or latent defects, any quality in the property that causes it to damage or destroy itself, wear and tear, depreciation, corrosion, rust, dampness, cold or heat, insects, vermin or rodents.

c. Mechanical breakdown or failure of Covered Property.

d. Faulty, inadequate or defective design, specifications, workmanship, repair, materials or maintenance of Covered Property.

C. Limits of Insurance

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

D. Deductible

We will pay the amount of the adjusted "loss" in any one occurrence in excess of the Deductible amount shown in the Declarations, up to the applicable Limit of Insurance.

E. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and Common Policy Conditions:

1. Coverage Territory

We cover property within:

a. the states of the United States (excluding while in transit to or from Alaska or to and from Hawaii);

b. the District of Columbia;

c. Canada.

2. Coinsurance

All Covered Property must be insured for at least 80% of its total value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" that the applicable Limit of Insurance shown in the Schedule of Covered Property on the Declarations page bears to 80% of the actual cash value of the covered article(s) involved in the "loss."
F. Definitions

"Fungus" means any type or form of fungus, including mold, mildew, yeast or mushroom and any toxin, mycotoxin, spore, scent, waste product, or by-product produced or released by any fungus or metabolism, growth, death or decay of any fungus.

"Long Term" means a lease of 12 or more consecutive months.

"Loss" means accidental loss or damage.

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
BUSINESSPRO GENERAL ENDORSEMENT

SCHEDULE OF COVERED PROPERTY

TABLES, DISPLAY CASES, DISPLAY COVERING, GEMS, STONES, POLISHED ROCKS AND MINERALS.

MAXIMUM LIMIT OF $5,000 PER ITEM FOR TABLES, DISPLAY CASES AND DISPLAY COVERING.
MAXIMUM LIMIT OF $3,000 PER ITEM FOR GEMS, STONES, POLISHED ROCKS AND MINERALS.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINNESOTA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The Examination of Your Books and Records Common Policy Condition is replaced by the following:

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 one year afterward.

B. Paragraphs 2., 6. and 7. of Loss Condition C. Duties in the Event of Loss in the Commercial Inland Marine Conditions are replaced by the following:

2. Give us or our agent prompt notice of the loss or damage. Include a description of the property involved.

6. As often as we reasonably require:

a. permit us to inspect the property. Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis;

b. provide us with records and documents reasonably related to the loss, or certified copies if the originals are lost, and permit us to make copies.

7. After we inform an insured:

a. of the right to counsel; and

b. that an insured’s answers may be used against the Insured in later civil or criminal proceedings;

we may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim. In the event of an examination, an insured’s answers must be signed.

C. Paragraph 5. of Loss Condition E. Loss Payment in the Commercial Inland Marine Conditions is replaced by the following:

5. Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage within 5 business days after we have received the proof of loss and:

a. we have reached agreement with you or, in the event we use an independent claims adjuster, we have received the agreement and you have satisfied the conditions of the agreement, if any; or

b. an appraisal award has been made.

In addition, when Mail Coverage Form CM 00 60 is attached to this policy, paragraph D.4. Loss Payment of the Mail Coverage Form is deleted.

D. Loss Condition J. Transfer of Rights of Recovery Against Others to Us in the Commercial Inland Marine Conditions is amended by the addition of the following:

Our rights do not apply against:

1. an insured; or

2. any person or organization insured under another Coverage Part which was issued by us and responds to the same loss;

providing the loss was not intentionally caused by such insureds.
E. General Condition A. Concealment, Misrepresentation or Fraud in the Commercial Inland Marine Conditions is replaced by the following:

We will not pay for any loss or damage if you have:

1. before a loss, willfully; or

2. after a loss, willfully and with intent to defraud;

concealed or misrepresented any material fact or circumstances concerning:

a. this Coverage Part;

b. the Covered Property;

c. your interest in the Covered Property;

or

d. a claim under this Coverage Part.

F. The Protective Safeguards Additional Condition in the:

- Camera and Musical Instrument Dealers Coverage Form;
- Equipment Dealers Coverage Form;
- Physicians and Surgeons Equipment Coverage Form; and
- Jewelers Block Coverage Form

is replaced by the following:

You must maintain the protective safeguards stated by you to be in effect at a location when this coverage began.

If you fail to keep the protective safeguards over which you have control;

1. in working condition at a location; and

2. in operation when you are closed to business;

there is no coverage at the location for loss or damage for which the protective safeguards apply until the equipment or services are back in operation.