

Renewal Declarations Businessowners Policy



Please read your policy

American Family Insurance Company
6000 American Parkway
Madison WI 53783
For customer service and claims service
24 hours a day, 7 days a week
1-800-MY AMFAM (1-800-692-6326)
amfam.com

Named Insured And Mailing Address

Murray Park Condominiums Association Of Unit Owners
6107 SW Murray Blvd # 313
Beaverton OR 97008-4421

Policy Information

Policy number 91002-89443-72	Policy period 1/1/2024 to 1/1/2025 12:01 A.M. Standard Time at your mailing address shown above.	Billing account number 603-617-018-88
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Business and Operations Information

Year Started: 2014
Description of Business and Operations:
Form of Business: Corporation

Insurance applies only for coverages for which a limit of insurance or the word "Included" is shown unless coverage is provided by an endorsement. Blanket Insurance applies only for coverages for which a Blanket Limit of Insurance is shown.

As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

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

Policy Number: 91002-89443-72

Premium Information	
Total Advance Premium Per Term (Excluding Surcharges and Terrorism):	\$24,133.49
Cyber Claim Support and Risk Management Surcharge:	\$7.00
Certified Acts of Terrorism Premium:	\$214.87
Total Advance Premium Per Term:	\$24,348.36
Premium with Customer Full Pay Discount (not available on policies billed to a Third Party):	\$23,143.05

This premium may be subject to adjustment. You may be charged a fee when: (a) you pay less than the full amount due; (b) your payment is late; and/or (c) when your bank does not honor your check or electronic payment. Refer to your Billing Notice for fee amounts.

Policy Level Coverages	
Property Causes Of Loss	
Causes Of Loss.....	Risks of Direct Physical Loss
Per Occurrence Property Deductible	
Deductible	\$10,000
General Liability	
Liability And Medical Expense Limit.....	\$2,000,000 Per Occurrence
Medical Expense Limit.....	\$10,000
Other Than Products/Completed Operations Aggregate	\$4,000,000
Products/Completed Operations Aggregate	\$4,000,000
Exclusion - Fire Exception For Any Premises Location in GA, IL, IA, MO, OR, WA, WI	
Computer Fraud And Funds Transfer Fraud Coverage	
Limit.....	\$300,000
Condominium Enhancement.....	
Level	Refer to BPF 87 91 Platinum
Cyber Data Breach Coverage.....	
Without Business Interruption	Refer to BPF 84 82
Directors And Officers Liability	
Level	Platinum
Named Association	Murray Park Condominiums Association Of Unit Owners
Directors And Officers Liability Annual Aggregate	
Limit Of Insurance.....	\$1,000,000
Claims Expense Annual Aggregate Limit Of Insurance.....	\$1,000,000
Deductible	\$1,000
Retroactive Date.....	01/01/2014
Extended Reporting Period.....	No
Third Party Discrimination Coverage.....	Yes

Policy Number: 91002-89443-72

Policy Level Coverages (continued)	
Employee Dishonesty Includes Forgery Or Alteration	
Limit.....	\$300,000 Per Occurrence
Deductible	\$1,000
Hired Auto And Non-Owned Auto Liability.....	Refer to BP 04 04

Additional Insured(s) Information			
Name	Type	Interest	Location
FRESH START Real Estate, Inc	Additional Insured - Managers or Lessors Of Premises	All Buildings	14500 SW Grayling Ln BEAVERTON OR 97007-3668

Agent Information

Hunter & Associates LLC
 17125 BOONES FERRY RD
 Lake Oswego OR 97035-5213
 503-924-2200

shunter2@amfam.com

AUTHORIZED REPRESENTATIVE

William B. Westra
 President

[Signature]
 Secretary

Policy Number: 91002-89443-72

Location 1 - Location Details

Program: Condo/Townhouse Associations

Location Address: 14500 SW Grayling Ln BEAVERTON OR 97007-3668

Location Description:

Policy Number: 91002-89443-72

Location 1 Building 1 - Building Level Coverages	
Location 1 Building 1 - Building Level Details	
Building Address: 14500 SW Grayling Ln BEAVERTON OR 97007-3668	
Occupancy: Residential Condominiums without Mercantile	
Building Interest: Owner - Leased to Other	
Building Description: 14500-14514 SW Grayling Ln Beaverton OR 97007-3668	
Building	
Limit Of Insurance.....	\$1,627,100
Guaranteed Replacement Cost applies.	
Replacement Cost Coverage applies.	
Business Personal Property	
Limit Of Insurance.....	\$74,129
Automatic Increase in Coverage.....	4%
Business Income Options	
Extended Number of Days For Ordinary Payroll Expense.....	60 Days - Included
Extended Number of Days For Extended Business Income.....	60 Days - Included
Business Income From Dependent Properties	
Limit Of Insurance.....	\$5,000
Business Income And Extra Expense - Revised Period of Indemnity - Number Of Consecutive Days	
	12-Months
72 Hour Waiting Period applies.	
Earthquake	
Earthquake/Volcanic Action Percentage Deductible	15%
Ordinance Or Law	
Coverage 1 Limit Of Insurance	\$779,250
Coverage 2 Limit Of Insurance	
Coverage 3 Limit Of Insurance	
Coverages 2 And 3 Combined Limit Of Insurance	\$311,700
Coverages 1, 2 And 3 Combined Limit Of Insurance	
Business Income And Extra Expense Optional Coverage applies	Refer to BPF 84 64
Number Of Hours Waiting Period For Period Of Restoration Applicable To Business Income And Extra Expense Optional Coverage.....	
	72 Hours
Water Back-Up And Sump Overflow (Building)	
Building Limit.....	\$1,627,100
Deductible	\$1,000

Policy Number: 91002-89443-72

Location 1 Building 2 - Building Level Coverages

Location 1 Building 2 - Building Level Details

Building Address: 14516 SW Grayling Ln BEAVERTON OR 97007-3683

Occupancy: Residential Condominiums without Mercantile

Building Interest: Owner - Leased to Other

Building Description: 14516-14530 SW Grayling Ln Beaverton OR 970073683

Building

Limit Of Insurance.....\$1,627,100

Guaranteed Replacement Cost applies.

Replacement Cost Coverage applies.

Business Income Options

Extended Number of Days For Ordinary Payroll Expense.....60 Days - Included

Extended Number of Days For Extended Business Income.....60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance.....\$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days 12-Months

72 Hour Waiting Period applies.

Earthquake

Earthquake/Volcanic Action Percentage Deductible 15%

Ordinance Or Law

Coverage 1 Limit Of Insurance\$779,250

Coverage 2 Limit Of Insurance

Coverage 3 Limit Of Insurance

Coverages 2 And 3 Combined Limit Of Insurance\$311,700

Coverages 1, 2 And 3 Combined Limit Of Insurance

Business Income And Extra Expense Optional Coverage applies Refer to BPF 84 64

Number Of Hours Waiting Period For Period Of Restoration

Applicable To Business Income And Extra Expense Optional

Coverage.....72 Hours

Water Back-Up And Sump Overflow (Building)

Building Limit.....\$1,627,100

Deductible\$1,000

Policy Number: 91002-89443-72

Location 1 Building 3 - Building Level Coverages

Location 1 Building 3 - Building Level Details

Building Address: 14610 SW Grayling Ln BEAVERTON OR 97007-3671

Occupancy: Residential Condominiums without Mercantile

Building Interest: Owner - Leased to Other

Building Description: 14610-14624 SW Grayling Ln Beaverton OR 970073671

Building

Limit Of Insurance.....\$1,627,100

Guaranteed Replacement Cost applies.

Replacement Cost Coverage applies.

Business Income Options

Extended Number of Days For Ordinary Payroll Expense.....60 Days - Included

Extended Number of Days For Extended Business Income.....60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance.....\$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days 12-Months

72 Hour Waiting Period applies.

Earthquake

Earthquake/Volcanic Action Percentage Deductible 15%

Ordinance Or Law

Coverage 1 Limit Of Insurance\$779,250

Coverage 2 Limit Of Insurance

Coverage 3 Limit Of Insurance

Coverages 2 And 3 Combined Limit Of Insurance\$311,700

Coverages 1, 2 And 3 Combined Limit Of Insurance

Business Income And Extra Expense Optional Coverage applies Refer to BPF 84 64

Number Of Hours Waiting Period For Period Of Restoration

Applicable To Business Income And Extra Expense Optional

Coverage.....72 Hours

Water Back-Up And Sump Overflow (Building)

Building Limit.....\$1,627,100

Deductible\$1,000

Policy Number: 91002-89443-72

Location 1 Building 4 - Building Level Coverages

Location 1 Building 4 - Building Level Details

Building Address: 14626 SW Grayling Ln BEAVERTON OR 97007-3684

Occupancy: Residential Condominiums without Mercantile

Building Interest: Owner - Leased to Other

Building Description: 14626-14640 SW Grayling Ln Beaverton OR 970073684

Building

Limit Of Insurance.....\$1,627,100

Guaranteed Replacement Cost applies.

Replacement Cost Coverage applies.

Business Income Options

Extended Number of Days For Ordinary Payroll Expense.....60 Days - Included

Extended Number of Days For Extended Business Income.....60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance.....\$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days 12-Months

72 Hour Waiting Period applies.

Earthquake

Earthquake/Volcanic Action Percentage Deductible 15%

Ordinance Or Law

Coverage 1 Limit Of Insurance\$779,250

Coverage 2 Limit Of Insurance

Coverage 3 Limit Of Insurance

Coverages 2 And 3 Combined Limit Of Insurance\$311,700

Coverages 1, 2 And 3 Combined Limit Of Insurance

Business Income And Extra Expense Optional Coverage applies Refer to BPF 84 64

Number Of Hours Waiting Period For Period Of Restoration

Applicable To Business Income And Extra Expense Optional

Coverage.....72 Hours

Water Back-Up And Sump Overflow (Building)

Building Limit.....\$1,627,100

Deductible\$1,000

Policy Number: 91002-89443-72

Location 1 Building 5 - Building Level Coverages

Location 1 Building 5 - Building Level Details

Building Address: 14720 SW Grayling Ln BEAVERTON OR 97007-3673

Occupancy: Residential Condominiums without Mercantile

Building Interest: Owner - Leased to Other

Building Description: 14720-14734 SW Grayling Ln Beaverton OR 970073673

Building

Limit Of Insurance.....\$1,179,800

Guaranteed Replacement Cost applies.

Replacement Cost Coverage applies.

Business Income Options

Extended Number of Days For Ordinary Payroll Expense.....60 Days - Included

Extended Number of Days For Extended Business Income.....60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance.....\$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days 12-Months

72 Hour Waiting Period applies.

Earthquake

Earthquake/Volcanic Action Percentage Deductible 15%

Ordinance Or Law

Coverage 1 Limit Of Insurance\$565,000

Coverage 2 Limit Of Insurance

Coverage 3 Limit Of Insurance

Coverages 2 And 3 Combined Limit Of Insurance\$226,000

Coverages 1, 2 And 3 Combined Limit Of Insurance

Business Income And Extra Expense Optional Coverage applies Refer to BPF 84 64

Number Of Hours Waiting Period For Period Of Restoration

Applicable To Business Income And Extra Expense Optional

Coverage.....72 Hours

Water Back-Up And Sump Overflow (Building)

Building Limit.....\$1,179,800

Deductible\$1,000

Policy Number: 91002-89443-72

Location 1 Building 6 - Building Level Coverages

Location 1 Building 6 - Building Level Details

Building Address: 14725 SW Grayling Ln BEAVERTON OR 97007-3674

Occupancy: Residential Condominiums without Mercantile

Building Interest: Owner - Leased to Other

Building Description: 14725-14733 SW Grayling Ln Beaverton OR 970073674

Building

Limit Of Insurance.....\$1,627,100

Guaranteed Replacement Cost applies.

Replacement Cost Coverage applies.

Business Income Options

Extended Number of Days For Ordinary Payroll Expense.....60 Days - Included

Extended Number of Days For Extended Business Income.....60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance.....\$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days 12-Months

72 Hour Waiting Period applies.

Earthquake

Earthquake/Volcanic Action Percentage Deductible 15%

Ordinance Or Law

Coverage 1 Limit Of Insurance\$779,250

Coverage 2 Limit Of Insurance

Coverage 3 Limit Of Insurance

Coverages 2 And 3 Combined Limit Of Insurance\$311,700

Coverages 1, 2 And 3 Combined Limit Of Insurance

Business Income And Extra Expense Optional Coverage applies Refer to BPF 84 64

Number Of Hours Waiting Period For Period Of Restoration

Applicable To Business Income And Extra Expense Optional

Coverage.....72 Hours

Water Back-Up And Sump Overflow (Building)

Building Limit.....\$1,627,100

Deductible\$1,000

Policy Number: 91002-89443-72

Location 1 Building 7 - Building Level Coverages

Location 1 Building 7 - Building Level Details

Building Address: 14629 SW Grayling Ln BEAVERTON OR 97007-3684

Occupancy: Residential Condominiums without Mercantile

Building Interest: Owner - Leased to Other

Building Description: 14629-14639 SW Grayling Ln Beaverton OR 970073684

Building

Limit Of Insurance.....\$1,179,800

Guaranteed Replacement Cost applies.

Replacement Cost Coverage applies.

Business Income Options

Extended Number of Days For Ordinary Payroll Expense.....60 Days - Included

Extended Number of Days For Extended Business Income.....60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance.....\$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days 12-Months

72 Hour Waiting Period applies.

Earthquake

Earthquake/Volcanic Action Percentage Deductible 15%

Ordinance Or Law

Coverage 1 Limit Of Insurance\$565,000

Coverage 2 Limit Of Insurance

Coverage 3 Limit Of Insurance

Coverages 2 And 3 Combined Limit Of Insurance\$226,000

Coverages 1, 2 And 3 Combined Limit Of Insurance

Business Income And Extra Expense Optional Coverage applies Refer to BPF 84 64

Number Of Hours Waiting Period For Period Of Restoration

Applicable To Business Income And Extra Expense Optional

Coverage.....72 Hours

Water Back-Up And Sump Overflow (Building)

Building Limit.....\$1,179,800

Deductible\$1,000

Policy Number: 91002-89443-72

Location 1 Building 8 - Building Level Coverages

Location 1 Building 8 - Building Level Details

Building Address: 14613 SW Grayling Ln BEAVERTON OR 97007-3671

Occupancy: Residential Condominiums without Mercantile

Building Interest: Owner - Leased to Other

Building Description: 14613-14623 SW Grayling Ln Beaverton OR 970073671

Building

Limit Of Insurance.....\$1,179,800

Guaranteed Replacement Cost applies.

Replacement Cost Coverage applies.

Business Income Options

Extended Number of Days For Ordinary Payroll Expense.....60 Days - Included

Extended Number of Days For Extended Business Income.....60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance.....\$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days 12-Months

72 Hour Waiting Period applies.

Earthquake

Earthquake/Volcanic Action Percentage Deductible 15%

Ordinance Or Law

Coverage 1 Limit Of Insurance\$565,000

Coverage 2 Limit Of Insurance

Coverage 3 Limit Of Insurance

Coverages 2 And 3 Combined Limit Of Insurance\$226,000

Coverages 1, 2 And 3 Combined Limit Of Insurance

Business Income And Extra Expense Optional Coverage applies Refer to BPF 84 64

Number Of Hours Waiting Period For Period Of Restoration

Applicable To Business Income And Extra Expense Optional

Coverage.....72 Hours

Water Back-Up And Sump Overflow (Building)

Building Limit.....\$1,179,800

Deductible\$1,000

Policy Number: 91002-89443-72

Location 1 Building 9 - Building Level Coverages

Location 1 Building 9 - Building Level Details

Building Address: 14519 SW Grayling Ln BEAVERTON OR 97007-3683

Occupancy: Residential Condominiums without Mercantile

Building Interest: Owner - Leased to Other

Building Description: 14519-14531 SW Grayling Ln Beaverton OR 970073683

Building

Limit Of Insurance.....\$1,179,800

Guaranteed Replacement Cost applies.

Replacement Cost Coverage applies.

Business Income Options

Extended Number of Days For Ordinary Payroll Expense.....60 Days - Included

Extended Number of Days For Extended Business Income.....60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance.....\$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days 12-Months

72 Hour Waiting Period applies.

Earthquake

Earthquake/Volcanic Action Percentage Deductible 15%

Ordinance Or Law

Coverage 1 Limit Of Insurance\$565,000

Coverage 2 Limit Of Insurance

Coverage 3 Limit Of Insurance

Coverages 2 And 3 Combined Limit Of Insurance\$226,000

Coverages 1, 2 And 3 Combined Limit Of Insurance

Business Income And Extra Expense Optional Coverage applies Refer to BPF 84 64

Number Of Hours Waiting Period For Period Of Restoration

Applicable To Business Income And Extra Expense Optional

Coverage.....72 Hours

Water Back-Up And Sump Overflow (Building)

Building Limit.....\$1,179,800

Deductible\$1,000

Policy Number: 91002-89443-72

Location 1 Building 10 - Building Level Coverages

Location 1 Building 10 - Building Level Details

Building Address: 14501 SW GRAYLING LN BEAVERTON OR 97007-3668

Occupancy: Residential Condominiums without Mercantile

Building Interest: Owner - Leased to Other

Building Description: 14501-14515 SW Grayling Ln Beaverton OR 970073683

Building

Limit Of Insurance.....\$1,179,800

Guaranteed Replacement Cost applies.

Replacement Cost Coverage applies.

Business Income Options

Extended Number of Days For Ordinary Payroll Expense.....60 Days - Included

Extended Number of Days For Extended Business Income.....60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance.....\$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days 12-Months

72 Hour Waiting Period applies.

Earthquake

Earthquake/Volcanic Action Percentage Deductible 15%

Ordinance Or Law

Coverage 1 Limit Of Insurance\$565,000

Coverage 2 Limit Of Insurance

Coverage 3 Limit Of Insurance

Coverages 2 And 3 Combined Limit Of Insurance\$226,000

Coverages 1, 2 And 3 Combined Limit Of Insurance

Business Income And Extra Expense Optional Coverage applies Refer to BPF 84 64

Number Of Hours Waiting Period For Period Of Restoration

Applicable To Business Income And Extra Expense Optional

Coverage.....72 Hours

Water Back-Up And Sump Overflow (Building)

Building Limit.....\$1,179,800

Deductible\$1,000

Policy Number: 91002-89443-72

Blanket Property Insurance			
Blanket Number: 1		Limit Of Insurance: \$14,108,629	
The schedule below identifies blanketed property for Blanket Number 1			
Premises Number	Building Number	Location	Type of Covered Property
1	1	Location 1: 14500 SW Grayling Ln, BEAVERTON, OR	Building
1	1	Location 1: 14500 SW Grayling Ln, BEAVERTON, OR	Business Personal Property
1	2	Location 2: 14516 SW Grayling Ln, BEAVERTON, OR	Building
1	3	Location 3: 14610 SW Grayling Ln, BEAVERTON, OR	Building
1	4	Location 4: 14626 SW Grayling Ln, BEAVERTON, OR	Building
1	5	Location 5: 14720 SW Grayling Ln, BEAVERTON, OR	Building
1	6	Location 6: 14725 SW Grayling Ln, BEAVERTON, OR	Building
1	7	Location 7: 14629 SW Grayling Ln, BEAVERTON, OR	Building
1	8	Location 8: 14613 SW Grayling Ln, BEAVERTON, OR	Building
1	9	Location 9: 14519 SW Grayling Ln, BEAVERTON, OR	Building
1	10	Location 10: 14501 SW GRAYLING LN, BEAVERTON, OR	Building
See Blanket Coverage - Statement of Values for individual property details.			

BPF 84 66 Earthquake And Volcanic Eruption (Sub-Limit)			
Blanket Limits			
Blanket Number:		Blanket Earthquake - Volcanic Eruption Limit:	
Premises Number	Building Number	Description Of Covered Property	
Increase Annual Aggregate Limit <input type="checkbox"/> Yes <input type="checkbox"/> No			

Policy Number: 91002-89443-72

Forms And Endorsements		
Form Number	Edition Date	Title
BP 00 03	07 13	Businessowners Coverage Form
BP 04 02	07 13	Additional Insured - Managers Or Lessors Of Premises
BP 04 04	01 10	Hired Auto And Non-Owned Auto Liability
BP 04 17	01 10	Employment-Related Practices Exclusion
BP 04 30	07 13	Protective Safeguards
BP 04 39	07 02	Abuse Or Molestation Exclusion
BP 04 93	01 06	Total Pollution Exclusion With A Building Heating Equipment Exception And A Hostile Fire Exception
BP 05 01	07 02	Calculation of Premium
BP 05 17	01 06	Exclusion - Silica Or Silica-Related Dust
BP 05 24	01 15	Exclusion Of Certified Acts Of Terrorism
BP 05 41	01 15	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
BP 05 47	07 13	Computer Fraud And Funds Transfer Fraud
BP 05 77	01 06	Fungi Or Bacteria Exclusion (Liability)
BP 05 98	07 13	Amendment Of Insured Contract Definition
BP 10 03	07 13	Earthquake
BP 14 78	07 13	Exclusion Of Loss Due To By-Products Of Production Or Processing Operations (Rental Properties)
BP 15 04	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
BP 85 04	07 10	Exclusion - Lead Liability
BP 85 05	07 98	Exclusion - Punitive Damages
BP 85 10	07 98	Other Insurance Limitation Liability And Medical Expenses
BP 85 12	01 06	Asbestos Exclusion
BP IN 01	07 13	Businessowners Coverage Form Index
BPF 80 01	08 18	Businessowners Policy Jacket
BPF 80 03	08 18	Businessowners Coverage Form Changes
BPF 81 17	08 18	Oregon Changes
BPF 84 10	08 18	Business Personal Property Automatic Increase In Coverage
BPF 84 11	08 18	Building Limit Inflation Protection Coverage
BPF 84 21	08 21	Water Back-Up and Sump Overflow
BPF 84 64	08 21	Ordinance Or Law Coverage
BPF 84 71	08 18	Employee Dishonesty - Property Manager(s)
BPF 84 72	08 18	Employee Dishonesty Board Of Directors Member(s)
BPF 84 73	08 18	Guaranteed Replacement Cost Coverage

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Forms And Endorsements (continued)		
Form Number	Edition Date	Title
BPF 84 82	10 23	Commercial Cyber Data Breach Coverage - Oregon
BPF 85 20	08 18	Artificial Earth Movement Exclusion
BPF 85 25	08 18	Marijuana Exclusion
BPF 85 26	05 22	Exclusion - Biometric Data, Identifiers or Information
BPF 86 03	08 18	Roof Surfacing Loss Payment Schedule
BPF 86 13	08 18	Statement of Values - Blanket Coverages
BPF 87 01	08 18	Condominium Association Coverage
BPF 87 91	08 21	Condominium Enhancement Endorsement - Oregon
BPF 89 20	08 18	Directors And Officers Liability Endorsement - Platinum (Condominiums, Co-Ops, Associations) - Oregon
CFRN 015	05 22	Notice to Policyholders - Exclusion - Biometric Data, Identifiers or Information
CFRN 027	10 23	Notice to Policyholders - Cyber Data Breach Coverage
PLCF 28833	12 20	Offer Of Terrorism Insurance Coverage And Disclosure Of Premium

The complete policy consists of these declarations and the forms and endorsements at the time of issue.

Each paid claim under Section II - Liability and Medical Expenses coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the BUSINESSOWNERS COVERAGE FORM and any attached endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Protective Safeguards Symbols Applicable	Description Of "P-9" If Applicable:
1	1	P-9	Hardwired Smoke Detectors
1	2	P-9	Hardwired Smoke Detectors
1	3	P-9	Hardwired Smoke Detectors
1	4	P-9	Hardwired Smoke Detectors
1	5	P-9	Hardwired Smoke Detectors
1	6	P-9	Hardwired Smoke Detectors
1	7		
1	8	P-9	Hardwired Smoke Detectors
1	9	P-9	Hardwired Smoke Detectors
1	10	P-9	Hardwired Smoke Detectors
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. The following is added to the Property General Conditions in Section I - Property:

Protective Safeguards

1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.

2. The protective safeguards to which this endorsement applies are identified by the following symbols:

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

Automatic Sprinkler System means:

(1) Any automatic fire protective or extinguishing system, including connected:

- (a) Sprinklers and discharge nozzles;
- (b) Ducts, pipes, valves and fittings;
- (c) Tanks, their component parts and supports; and
- (d) Pumps and private fire protection mains.

(2) When supplied from an automatic fire

protective system:

(a) Non-automatic fire protective systems; and

(b) Hydrants, standpipes and outlets.

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

- (1) Connected to a central station; or
- (2) Reporting to a public or private fire alarm station.

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

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

e. "P-5" Automatic Commercial Cooking Exhaust And Extinguishing System, installed on cooking appliances and having the following components:

- (1) Hood;

- (2) Grease removal device;
- (3) Duct system; and
- (4) Wet chemical fire extinguishing equipment.

f. "P-9", the protective system described in the Schedule.

B. The following is added to Paragraph B. Exclusions in Section I - Property:

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

1. Knew of any suspension or impairment in any

protective safeguard listed in the Schedule above and failed to notify us of that fact; or

2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

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

POLICY NUMBER: 91002-89443-72

BUSINESSOWNERS
BP 05 24 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

The Exception Covering Certain Fire Losses (Paragraph B.2.) applies to property located in the following state(s):
Georgia, Illinois, Iowa, Missouri, Oregon, Washington, Wisconsin
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. The following provisions are added to the Businessowners Policy and apply to Property and Liability Coverages:
1. The following definition is added with respect to the provisions of this endorsement:
"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
 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 loss or injury or damage that is otherwise excluded under this Policy.
- B. The following provisions are added to Businessowners Standard Property Coverage Form BP 00 01, Businessowners Special Property Coverage Form BP 00 02 or Section I - Property of Businessowners Coverage Form BP 00 03:
1. The following exclusion is added:
CERTIFIED ACT OF TERRORISM EXCLUSION
We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
 2. Exception Covering Certain Fire Losses
The following exception to the exclusion in Paragraph B.1. applies only if indicated and as indicated in the Schedule of this endorsement. If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Additional Coverages.
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.

- C. The following provision is added to the Businessowners Liability Coverage Form BP 00 06 or Section II - Liability of the Businessowners Coverage Form BP 00 03:
1. The following exclusion is added:
This insurance does not apply to:
TERRORISM
"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".
 2. The following definition is added:
For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.

POLICY NUMBER: 91002-89443-72

BUSINESSOWNERS
BP 14 78 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF PRODUCTION OR
PROCESSING OPERATIONS (RENTAL PROPERTIES)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Description Of Rental Unit
1	1	Residential Condominiums without Mercantile
1	2	Residential Condominiums without Mercantile
1	3	Residential Condominiums without Mercantile
1	4	Residential Condominiums without Mercantile
1	5	Residential Condominiums without Mercantile
1	6	Residential Condominiums without Mercantile
1	7	Residential Condominiums without Mercantile
1	8	Residential Condominiums without Mercantile
1	9	Residential Condominiums without Mercantile
1	10	Residential Condominiums without Mercantile
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Section I - Property is amended as follows:

A. The terms of this endorsement apply to the rental unit(s) described in the Schedule, and to the

building(s) in which such unit(s) are located, including any contents of such unit(s) and building(s), all of which constitute the described

premises for the purpose of this endorsement.

- B. We will not pay for loss or damage to the described premises, caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at the rental unit(s) described in the Schedule. This exclusion applies regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.

This exclusion does not apply to loss or damage by fire or explosion that results from the release of a by-product of the production or processing

operation.

- C. If the loss or damage described in Paragraph B. of this endorsement results in Business Income loss or Extra Expense, there is no coverage for such loss or expense under the Business Income or Extra Expense Additional Coverages.
- D. The conduct of a tenant's production or processing operations will not be considered to be vandalism of the rental premises regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.

POLICY NUMBER: 91002-89443-72

BUSINESSOWNERS
BPF 84 21 08 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK-UP AND SUMP OVERFLOW (BUILDING)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The coverages provided in this endorsement will not trigger any other policy coverages that are outside of this endorsement.

SCHEDULE

Premises Number	Building Number	Covered Property Annual Aggregate Limit Of Insurance
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Section I - Property is amended as follows:

A. We will pay for direct physical loss or damage to Buildings and Business Personal Property covered under Section I - Property, caused by or resulting from:

1. Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
2. Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph A.2., we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

B. Loss or damage which occurs or is in progress within five (5) days of the effective date of this endorsement is not covered.

C. The coverage described in Paragraph A. of this endorsement does not apply to loss or damage resulting from:

1. An insured's failure to keep a sump pump or its related equipment in proper working condition;
2. An insured's failure to perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions; or
3. Sump pump failure which is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.

D. With respect to the coverage provided under this endorsement, only the following Additional Coverages apply:

1. Paragraph a. Debris Removal of Section 5.

Additional Coverages;

2. Paragraph f. Business Income of Section 5. Additional Coverages; and
3. Paragraph g. Extra Expense of Section 5. Additional Coverages.

The Annual Aggregate Limit Of Insurance shown in the above Schedule for each Building identified in the Schedule, for Water Back-up And Sump Overflow is the most we will pay under this endorsement for that Building, including these Additional Coverages.

E. The applicable Annual Aggregate Limit Of Insurance shown in the above Schedule for each Building for Water Back-up And Sump Overflow is the most we will pay under this endorsement for the total of all direct physical loss or damage sustained in any one policy period to that Building, regardless of the number of occurrences that cause or result in loss or damage. If loss payment for the first such occurrence does not exhaust the applicable Annual Aggregate Limit Of Insurance shown in the Schedule for a Building, then the balance of that Building limit is available for subsequent loss or damage sustained in, but not after, that policy period for that same Building. With respect to an occurrence which begins in one policy period and continues or results in additional loss or damage in a subsequent policy period(s), all loss or damage is deemed to be sustained in the policy period in which the occurrence began.

F. With respect to the coverage provided under this endorsement, Paragraph 1.g. Water of B. Exclusions in Section I - Property is replaced by the following:

Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow

of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

2. Mudslide or mudflow;
3. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or
4. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1. or 3., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 4., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain

the water.

But if any of the above, in Paragraphs 1. through 4., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- G. For the purposes of this endorsement, the term drain includes a roof drain and related fixtures.
- H. With respect to the coverage provided under this endorsement, Paragraph D.1. Deductibles, is replaced with the following:
 1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Water Back-up And Sump Overflow Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Water Back-up And Sump Overflow Deductible up to the applicable Annual Aggregate Limit Of Insurance shown in the Schedule for the Building identified in the Schedule for Water Back-up And Sump Overflow loss or damage.

POLICY NUMBER: 91002-89443-72

BUSINESSOWNERS
BPF 84 64 08 21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Coverage 1 Limit Of Insurance	Coverage 2 Limit Of Insurance	Coverage 3 Limit Of Insurance	Coverages 2 And 3 Combined Limit Of Insurance*	Coverages 1, 2 And 3 Combined Limit Of Insurance*
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
Business Income And Extra Expense Optional Coverage (Enter Yes or No):						
Number Of Hours Waiting Period For Period Of Restoration Applicable To Business Income And Extra Expense Optional Coverage:						
*Do not enter a Combined Limit Of Insurance if individual Limits Of Insurance are selected for Coverages 1, 2 and 3, or if one of these coverages is not applicable.						
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

Section I - Property is amended as follows:

A. Each Coverage - Coverage 1, Coverage 2 and Coverage 3 - is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the Building identified for the Coverage(s) in the Schedule.

B. Application Of Coverage(s)

The Coverage(s) provided by this endorsement applies only if both B.1. and B.2. are satisfied and are then subject to the qualifications set forth in B.3.

1. The ordinance or law:

a. Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

b. Is in force at the time of loss.

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

2. The Building sustains direct physical damage:

a. That is covered under this policy and as a

result of such damage, you are required to comply with the ordinance or law; or

b. That is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the Building damage in its entirety, you are required to comply with the ordinance or law.

c. But if the damage is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the Building has also sustained covered direct physical damage.

3. In the situation described in B.2.b. above, we will not pay the full amount of loss otherwise payable under the terms of Coverages 1, 2 and/or 3 of this endorsement. Instead, we will pay a proportion of such loss, meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Section H. of this endorsement provides an example of this procedure.)

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

otherwise payable under terms of Coverages 1, 2 and/or 3 of this endorsement.

C. We will not pay under Coverage 1, 2 or 3 of this endorsement for:

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

D. Coverage

1. Coverage 1 - Coverage For Loss To The Undamaged Portion Of The Building

With respect to the Building that has sustained covered direct physical damage, we will pay under Coverage 1 for the loss in value of the undamaged portion of the Building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same Building. Coverage 1 is included within the Limit Of Insurance shown in the Declarations as applicable to the covered Building. Coverage 1 does not increase the Limit Of Insurance.

2. Coverage 2 - Demolition Cost Coverage

With respect to the Building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same Building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

Paragraph E.5.d. Loss Payment Property Loss Condition does not apply to Demolition Cost Coverage.

3. Coverage 3 - Increased Cost Of Construction Coverage

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

- a. Repair or reconstruct damaged portions of that Building; and/or
- b. Reconstruct or remodel undamaged portions of that Building, whether or not demolition is required;

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

However:

- a. This coverage applies only if the restored or remodeled property is intended for

similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- b. We will not pay for the increased cost of construction if the Building is not repaired, reconstructed or remodeled.

Paragraph E.5.d. Loss Payment Property Loss Condition does not apply to the Increased Cost Of Construction Coverage.

E. Loss Payment

1. All following loss payment Provisions E.2. through E.5. are subject to the apportionment procedure set forth in Section B.3. of this endorsement:

2. When there is a loss in value of an undamaged portion of a Building to which Coverage 1 applies, the loss payment for that Building, including damaged and undamaged portions, will be determined as follows:

- a. If the property is repaired or replaced on the same or another premises, we will not pay more than the lesser of:

- (1) The amount you actually spend to repair, rebuild or reconstruct the Building, but not for more than the amount it would cost to restore the Building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
- (2) The applicable Limit Of Insurance shown for Coverage 1 in the Schedule above not to exceed the Limit Of Insurance shown in the Declarations for the covered Building.

- b. If the property is not repaired or replaced, we will not pay more than the lesser of:

- (1) The actual cash value of the Building at the time of loss; or
- (2) The applicable Limit Of Insurance shown for Coverage 1 in the schedule above and not to exceed the Limit Of Insurance shown in the Declarations for the covered Building.

3. Unless Paragraph E.5. applies, loss payment under Coverage 2 - Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

- a. The amount you actually spend to demolish and clear the site of the described premises; or
- b. The applicable Limit Of Insurance shown for Coverage 2 in the Schedule above for the covered Building.

4. Unless Paragraph E.5. applies, loss payment under Coverage 3 - Increased Cost Of Construction Coverage will be determined as follows:

- a. We will not pay under Coverage 3:
- (1) Until the property is actually repaired or replaced, at the same or another premises; and
 - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- b. If the Building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage 3 is the lesser of:
- (1) The increased cost of construction at the same premises; or
 - (2) The applicable Limit Of Insurance shown for Coverage 3 in the Schedule above for the covered Building.
- c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage 3 is the lesser of:
- (1) The increased cost of construction at the new premises; or
 - (2) The applicable Limit Of Insurance shown for Coverage 3 in the Schedule above for the covered Building.
5. If a Combined Limit Of Insurance is shown for Coverages 2 and 3 in the Schedule above, or a Combined Limit Of Insurance is shown for Coverage 1, 2 and 3 in the Schedule above, Paragraphs E.3. and E.4. of this endorsement do not apply with respect to the Building property that is subject to the Combined Limit, and the following loss payment provisions apply instead:
- Based on the Combined Limit Of Insurance selected in the Schedule above, the most we will pay, for the total of all covered losses for Loss To The Undamaged Portion Of The Building, Demolition Cost and Increased Cost Of Construction, is the Combined Limit Of Insurance shown for Coverages 1, 2 and 3 in the Schedule above. Subject to this Combined Limit Of Insurance, the following loss payment provisions apply:
- a. For the Loss To The Undamaged Portion Of The Building, we will not pay more than the amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured. If the property is not repaired or replaced, we will not pay more than the actual cash value of the building at the time of the loss.
 - b. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- c. With respect to the Increased Cost Of Construction:
- (1) We will not pay for the increased cost of construction:
 - (a) Until the property is actually repaired or replaced, at the same or another premises; and
 - (b) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (2) If the Building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
 - (3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- F. The terms of this endorsement apply separately to each Building to which this endorsement applies.
- G. Under this endorsement, we will not pay for loss due to any ordinance or law that:
1. You were required to comply with before the loss, even if the Building was undamaged; and
 2. You failed to comply with.
- H. Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Section B.3. of this endorsement).
Assume:
- Wind is a Covered Cause of Loss. Flood is an excluded Cause of Loss;
 - The covered building has a value of \$200,000;
 - Total direct physical damage to covered building: \$100,000;
 - The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the covered building's value;
 - Portion of direct physical damage that is covered (caused by wind): \$30,000;
 - Portion of direct physical damage that is not covered (caused by flood): \$70,000; and
 - Loss under Ordinance or Law Coverage 3 of this endorsement: \$60,000.
- Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.
 $\$30,000/100,000 = .30$
- Step 2: Apply that proportion to the Ordinance or Law loss.
 $\$60,000 \times .30 = \$18,000$
- In this example, the most we will pay under this

endorsement for the Coverage 3 loss is \$18,000, subject to the applicable Limit Of Insurance and any other applicable provisions.

NOTE: The same procedure also applies to losses under Coverages 1 and 2 of this endorsement.

- I. If shown as applicable in the Schedule of this endorsement, the following applies:

Business Income And Extra Expense Optional Coverage

1. If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of suspension of your "operations" caused by or resulting from a requirement to comply with any ordinance or law that:

- a. Regulates the construction or repair of any property;
- b. Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
- c. Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

2. Paragraph H.9. Period Of Restoration Definition is replaced by the following:

9. "Period of restoration" means the period of

time that:

- a. Begins:
 - (1) 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises, unless a lesser number of hours is shown in the Schedule of this endorsement; or
 - (2) Immediately after the time of the direct physical loss or damage for Extra Expense Coverage caused by or resulting from any Covered Cause of Loss at the described premises; and
- b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

"Period of restoration" includes any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss, that regulates the construction or repair, or requires the tearing down of any property. The expiration date of this policy will not cut short the "period of restoration".

POLICY NUMBER: 91002-89443-72

BUSINESSOWNERS
BPF 84 82 10 23

OREGON - COMMERCIAL CYBER DATA BREACH COVERAGE

THIS ENDORSEMENT'S AGGREGATE LIMIT OF INSURANCE WILL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF THE COVERAGE PROVIDED BY THIS ENDORSEMENT, INCLUDING WITHOUT LIMITATION, PAYMENTS FOR DAMAGES, CLAIMS, CLAIM EXPENSES, REGULATORY FINES, LOSSES, PRIVACY BREACH EXPENSES, DATA REPLACEMENT EXPENSES, COMPUTER SYSTEM RESTORATION EXPENSES, EXTORTION THREAT LOSSES, DEFRAUDED FUNDS, PCI FINES, AND BUSINESS INCOME LOSS.

FOR THE AVOIDANCE OF DOUBT, CLAIM EXPENSES ARE INCLUDED WITHIN, REDUCE, AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY.

THIS ENDORSEMENT PROVIDES INDEPENDENT COVERAGES, TERMS AND DEFINITIONS.

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY

Various provisions in this Endorsement restrict coverage, and coverage is subject to certain conditions precedent set forth in this Endorsement. Read the entire Endorsement carefully to determine what is and what is not covered, and the rights and duties of the Named Insured and the Company.

This Endorsement modifies insurance provided under the following:

BUSINESSOWNER COVERAGE FORM

SCHEDULE

Coverage	Limits of Insurance / Sublimits of Insurance
ENDORSEMENT AGGREGATE COVERAGE LIMIT OF INSURANCE	\$25,000.00
A. LIABILITY COVERAGE LIMIT (Inclusive of the following Insuring Agreements):	\$25,000.00
1. Media	
2. Network Security	
3. Data Compromise	
a. Privacy	
b. Regulatory Coverage	
Regulatory Fines (Sublimit)	\$10,000 each Regulatory Proceeding Claim
B. FIRST PARTY COVERAGE LIMIT (Inclusive of the following Insuring Agreements):	\$25,000.00
1. Privacy Breach	
2. System Compromise	
3. Extortion Threat (Sublimit)	\$10,000 each Extortion Threat Event
4. Funds Transfer Fraud (Sublimit)	\$10,000 each Funds Transfer Fraud Event
5. Payment Card Industry (Sublimit)	\$10,000 each PCI Security Violation Event
6. Business Interruption (Sublimit)	\$0.00 each Business Interruption Event
C. PER EVENT DEDUCTIBLE	\$1,000
D. PER EVENT BUSINESS INTERRUPTION WAITING PERIOD	24 HOURS
E. ENDORSEMENT PREMIUM	\$133.00

ENDORSEMENT PERIOD From 01/01/2024 to 01/01/2025 At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

In consideration of the payment of the premium, in reliance on all information provided to the Company, and subject to all provisions of this Endorsement, the Named Insured and Company agree as follows:

SECTION I: INSURING AGREEMENTS

This Section lists the coverages that apply if indicated in the Schedule of Insurance and have a Limit of Insurance on the Schedule. If no Limit of Insurance is set forth for an Insuring Agreement in the Schedule, coverage has not been purchased for such Insuring Agreement. For coverage under this Endorsement, the applicable Event must be first Discovered during the Endorsement Period and reported to the Company in accordance with Section IV.A.

A. LIABILITY COVERAGE

1. MEDIA

The Company will pay on the Insured's behalf the Damages resulting from a Claim directly arising from any Media Wrongful Event, provided the Media Wrongful Event is first Discovered during the Endorsement Period.

2. NETWORK SECURITY

The Company will pay on the Insured's behalf the Damages resulting from a Claim directly arising from a Network Security Event, provided the Network Security Event is first Discovered during the Endorsement Period.

3. DATA COMPROMISE

a. PRIVACY

The Company will pay on the Insured's behalf the Damages resulting from a Claim directly arising from a Privacy Breach Event, provided the Privacy Breach Event is first Discovered during the Endorsement Period.

b. REGULATORY

The Company will pay on the Insured's behalf the Regulatory Fines and Claim Expenses resulting from a Regulatory Proceeding Claim directly arising from a Privacy Breach Event, provided the Privacy Breach Event is first Discovered during the Endorsement Period.

B. FIRST PARTY COVERAGE

1. PRIVACY BREACH

The Company will pay the Named Insured for Privacy Breach Expenses directly arising from a Privacy Breach Event, provided the Privacy Breach Event is first Discovered during the Endorsement Period.

2. SYSTEM COMPROMISE

The Company will pay the Named Insured for Data Replacement Expenses and Computer System Restoration Expenses directly arising from a System Compromise Event, provided the System Compromise Event is first Discovered during the Endorsement Period.

3. EXTORTION THREAT

The Company will pay the Named Insured for Extortion Threat Losses directly arising from an Extortion Threat Event, provided the Extortion Threat Event is first Discovered during the Endorsement Period.

4. FUNDS TRANSFER FRAUD

The Company will pay the Named Insured for Defrauded Funds first transferred during the Endorsement Period and directly arising from a Funds Transfer Fraud Event, provided the Funds Transfer Fraud Event is first Discovered during the Endorsement Period.

5. PAYMENT CARD INDUSTRY

The Company will pay the Named Insured for PCI Fines resulting from a PCI Claim directly arising from a PCI Security Violation Event, provided the PCI Security Violation Event is first Discovered during the Endorsement Period.

6. BUSINESS INTERRUPTION

The Company will pay the Named Insured for the Business Income Loss incurred during a Reconstruction Period and directly arising from a Business Interruption Event, provided the Business Interruption Event is first Discovered during the Endorsement Period.

SECTION II: LIMITS OF INSURANCE AND DEDUCTIBLE

A. LIMITS OF INSURANCE

1. ENDORSEMENT AGGREGATE COVERAGE LIMIT OF INSURANCE

The Endorsement Aggregate Coverage Limit of Insurance for the Endorsement Period set forth in the Schedule is the maximum aggregate limit of the Company's liability under all Insuring Agreements in this Endorsement combined, regardless of the number of Claims, the number of Losses, the number of claimants, and the number of Insuring Agreements triggered.

The Liability Coverage Limits, including sublimits, and the First Party Coverage Limits, including sublimits, listed in the Schedule are all part of, and not in addition to, the Endorsement Aggregate Coverage Limit of Insurance set forth in the Schedule.

2. LIABILITY LIMIT OF INSURANCE

If a Limit of Insurance is set forth in the Schedule under the heading "Liability Coverage Limit" for an Insuring Agreement in Section I.A. of this Endorsement, then such Limit of Insurance is the maximum limit of the Company's liability for all Damages from all Claims and Related Claims in the aggregate under that Insuring Agreement, which amount is part of, and not in addition to, the Liability Coverage Limit and the Endorsement Aggregate Coverage Limit of Insurance for the Endorsement Period set forth in the Schedule.

3. FIRST PARTY COVERAGE LIMIT OF INSURANCE

If a Limit of Insurance is set forth in the Schedule under the heading "First Party Coverage Limit" for an Insuring Agreement in Section I.B. of this Endorsement, then such Limit of Insurance is the maximum limit of the Company's liability for each Loss and Related Losses in the aggregate under

that Insuring Agreement, which amount is part of, and not in addition to, the First Party Coverage Limit and the Endorsement Aggregate Coverage Limit of Insurance for the Endorsement Period set forth in the Schedule.

B. DEDUCTIBLE

1. The Company shall only be liable for the amount of Damages or Loss which is in excess of the applicable Deductible set forth in the Schedule. Such Deductible shall solely be the obligation of the Named Insured. The Company has no obligation to the Named Insured or to any other person or entity to pay all or any portion of any Deductible amount for or on behalf of the Named Insured.
2. For the purpose of applying the Deductible, the Named Insured shall pay one single Deductible amount for Damages and Loss arising from the same Event or Related Events, regardless of whether there is more than one Claim or Loss arising from the same Event or Related Events.

C. RELATED EVENTS, RELATED CLAIMS, RELATED LOSS

1. Each Event and all its Related Events shall be treated as a single Event.
2. Each Claim and all its Related Claims shall be treated as a single Claim.
3. Each Loss and all its Related Losses shall be treated as a single Loss.

D. ENDORSEMENT PERIODS

In no event will any Event or Related Event, Claim or Related Claim, or Loss or Related Loss constitute an Event, Claim, or Loss (as applicable) in more than one Endorsement Period.

SECTION III: DEFENSE AND SETTLEMENT

A. DUTY TO DEFEND

1. Duty to Defend

The Company has the right and duty to defend any Claim against the Insured seeking Damages under this Endorsement, even if any of the allegations are groundless, false, or fraudulent. The Company has no duty to defend any Claim or pay any Damages for a Claim:

- a. Arising from an Event not first Discovered during the Endorsement Period;
- b. Which is not covered by this Endorsement; or
- c. Seeking relief not covered by this Endorsement.

2. Termination of Duty to Defend

- a. The Company's right and duty to defend ends when the Endorsement Aggregate Coverage Limit of Insurance or applicable Limit of Insurance is exhausted by the Company's payments or the Company deposits the remaining portion of the Endorsement Aggregate Coverage Limit of Insurance or applicable Limit of Insurance with a court of competent jurisdiction.
- b. The Company's right and duty to defend ends when the Company makes any of the following determinations: (i) the Claim arises from an Event not first Discovered during the Endorsement Period, (ii) the Claim is not covered by this

Endorsement, or (iii) the Claim seeks relief that is not covered by this Endorsement.

3. Selection of Counsel

The Company shall have the right to select and appoint counsel to defend any Claim. The Insured shall not appoint counsel to defend any Claim without Approval in advance. Any costs incurred by an Insured for work performed by counsel, when that counsel was not Approved, shall be borne by the Insured and shall not erode the applicable Deductible set forth in the Schedule or be recoverable under this Endorsement. The Company shall have the right to substitute its chosen counsel for any counsel previously selected by the Insured without Approval unless otherwise prohibited by applicable law.

B. SETTLEMENT

The Company has the right to investigate, direct the defense of, and/or settle any Claim as the Company deems expedient.

C. COMPANY'S APPROVAL REQUIRED

It is a condition precedent for coverage under this Endorsement that the Insured shall not admit any liability, make any payment, assume any obligation, incur any expense, enter into or negotiate any settlement, stipulate to any judgment or award, or dispose of any Claim without Approval.

SECTION IV: REPORTING REQUIREMENTS

A. INSURED'S DUTY TO REPORT

1. NOTICE IS A CONDITION PRECEDENT TO COVERAGE

It is a condition precedent to coverage under this Endorsement that if a Knowledge Group Member first Discovers during the Endorsement Period any Event (including each Related Event, if any), Claim (including

each Related Claim, if any), Loss (including each Related Loss, if any), or Circumstances, an Insured must provide written notice to the Company of such Event, Claim, Loss or Circumstances, such notice to include the information set forth in Section IV.A.2. below, and to be provided as soon as practicable, but in all cases no later than thirty (30) days after first Discovered.

It is a condition precedent to coverage under this Endorsement that if the Company sends written notice to the Named Insured that this Endorsement is being cancelled for non-payment of premium, the Named Insured must provide written notice to the Company of any Event, Claim, Loss or Circumstances in accordance with the prior paragraph, but in any event no later than the earlier of: (i) thirty (30) days after such Event, Claim, Loss or Circumstances is first Discovered, and (ii) prior to the effective date of the cancellation.

Such notices must be sent to the Company. Notice to any Vendor (including lawyers, experts, and litigation support staff) does not constitute notice to the Company of an Event, Claim, Loss or Circumstances under this Endorsement.

2. INFORMATION TO BE INCLUDED IN NOTICES

In providing the notice under A.1., of this Section IV, each notice must include a written report with the following information:

- a. If notice is of an Event, then a description of the Event, when and how the Knowledge Group Member first Discovered the Event, the Circumstances giving rise to the Event, and any Claim or Loss reasonably expected to arise from that Event.
- b. If notice is of a Claim, or of an Event or Circumstances reasonably likely to give rise to a Claim, then a description of the Claim; when and how the Knowledge Group Member first Discovered the Claim; the names of the claimant or potential claimant, the Impacted Individuals, the Impacted Entities, and any other persons or entities involved; the specific Third Party Liability Event or regulatory proceeding which may form the basis of the Claim; all pleadings and other documents setting forth the Claim or notifying an Insured of the Claim; the Circumstances giving rise to the Claim; and the nature and extent of

any potential Damages.

- c. If notice is of a Loss, or of an Event or Circumstances reasonably likely to give rise to a Loss, then a description of the Loss, when and how the Knowledge Group Member first Discovered the Loss, the Circumstances giving rise to the Loss, and the nature and extent of any potential Loss.
- d. If the notice is of Circumstances, then, in addition to the information in A.2.a., b., and c. above, a description of the Circumstances, when and how the Knowledge Group Member first Discovered the Circumstances, the reason the Knowledge Group Member believes such Circumstances are reasonably likely to result in an Event, Claim or Loss, and the nature and extent of any potential Damages or Loss.

3. REPORTS OF MALICIOUS CODES AND EXPLOITS

For Network Security Events, System Compromise Events, and Extortion Threat Events based upon, arising out of, attributable to, caused by or resulting from Malicious Code or Exploit, the Named Insured must provide the Company as soon as possible with (a) any identifying characteristics, markers, or other information which may identify the Malicious Code or Exploit involved in the Event, and (b) a written report by a forensic Vendor which identifies the Malicious Code or Exploit involved in the Event, such report be provided to the Company no later than thirty (30) days after the first Discovery of such Event.

For all other Events, such a report must be provided at the Company's request.

4. NOTICE TO THE COMPANY

The Company will furnish a claim form on the Named Insured's request.

B. NO COVERAGE

1. No coverage under this Endorsement will be provided for:
 - a. Any Damages incurred or paid prior to the time the Company is notified of the Claim or any Related Claim

pursuant to Section IV.A.; or

- b. Any Loss incurred or paid prior to the time the Company is notified of a Loss or any Related Loss pursuant to Section IV.A. However, this prior notice requirement does not apply to (i) Defrauded Funds if notice of the Funds Transfer Fraud Event is provided in compliance with Section IV.A., or to (ii) Business Income Loss, if notice of the Business Interruption Event is provided in compliance with Section IV.A.

2. No coverage under this Endorsement will be provided if the Company relies on any material matter any Insured reports knowing it to be false or fraudulent.

C. DETERMINATION OF FIRST DISCOVERY

1. Each Claim and all its Related Claims, whenever made, will be deemed a single Claim first Discovered on the earlier of the following:

- a. When the Event giving rise to the Claim was first Discovered, or could have been Discovered through the exercise of due diligence; and
- b. When the earliest of the Related Claims was first Discovered, or could have been Discovered through the exercise of due diligence.

2. This Section IV.C.1. applies regardless of the following:

- a. The number of Related Claims;
- b. The number or identity of Impacted Individuals, Impacted Entities, or any other persons, entities, or claimants involved;
- c. Whether the Related Claims are asserted in a class action or otherwise; or
- d. The timing of the Related Claims, even if the Related Claims were received or Discovered in more than one Endorsement Period.

3. Loss and all its Related Losses, whenever occurring, will be deemed a single Loss first Discovered on the earlier of the following:

- a. When the Event giving rise to the Loss was first Discovered, or could have been Discovered through the

exercise of due diligence; and

- b. When the earliest of the Related Losses was first Discovered, or could have been Discovered through the exercise of due diligence.

4. This Section IV.C.2. applies regardless of the following:

- a. The number of Related Losses;
- b. The number or identity of Impacted Individuals, Impacted Entities, or any other persons or entities involved; or
- c. The timing of the Related Losses, even if the Related Losses occurred or were Discovered in more than one Endorsement Period.

5. Each Event and all its Related Events, whenever occurring, will be deemed a single Event first Discovered on the earliest of the following:

- a. When the Event was first Discovered, or could have been Discovered through the exercise of due diligence;
- b. When the earliest of the Related Events was first Discovered, or could have been Discovered through the exercise of due diligence; and
- c. When the earliest Circumstances were first Discovered, or could have been Discovered through the exercise of due diligence.

6. This Section IV.C.3. applies regardless of the following:

- a. The number of Related Events or Circumstances;
- b. The number or identity of Impacted Individuals, Impacted Entities, or any other persons, entities, or claimants involved; or
- c. The timing of the Related Events or Circumstances, even if the Related Events or Circumstances occurred or were Discovered in more than one Endorsement Period.

For purposes of this Section IV.C., due diligence includes but is not limited to compliance with Section V.

SECTION V: DUE DILIGENCE AND COOPERATION

A. DUE DILIGENCE REQUIREMENTS

1. It is a condition precedent to coverage under this Endorsement that the Named Insured must, at its sole cost and expense, use due diligence to prevent and mitigate against any Damages or Loss, and to protect and monitor the security of Protected Information and its Computer System. This includes, but is not limited to:
 - a. Providing and maintaining appropriate physical security for the Named Insured's premises and the Computer System;
 - b. Performing and installing all available software updates and patches as soon as practicable but in no event later than thirty (30) days from the time the update or patch becomes available;
 - c. Installing, maintaining, monitoring, and updating firewalls, virus scans and anti-virus software, and ensuring that the foregoing are active and in use for the Computer System;
 - d. Providing and running a data backup system at appropriate intervals, including without limitation performing a full backup of the Computer System at least once every thirty (30) days;
 - e. Providing and maintaining password protection and encryption for all IOT Devices, Portable Devices and Peripheral Hardwired Devices;
 - f. Providing and maintaining encryption for Protected Information and financial transactions such as credit card, debit card, and check processing; and
 - g. Providing and maintaining secure disposal procedures for files containing Protected Information no longer needed for use.
2. It is a condition precedent to coverage under this Endorsement for any Funds Transfer Fraud Event that the Named Insured must have a written policy in place which requires a Knowledge Group Member to contact the party identified as requesting the funds transfer

to confirm the requested amount and the payment instructions (payee name, address and account number, and routing number, if applicable) either in person or by phone, using a phone number obtained from a source other than the funds transfer request communication, when the funds transfer request is for a new payee or when the request includes or has been recently preceded by any change in payment instructions from previous requests.

B. COOPERATION

The Insured agrees not to take any action, or fail to take any requested action, that prejudices the Insured's rights or the Company's rights with respect to a Claim or Loss. In the event of a Claim or a Loss, the Insured must do the following upon the Company's request:

1. Fully assist and cooperate with the Company in the conduct, defense, investigation, negotiation, and settlement of a Loss or Claim or investigation of coverage of a Loss or Claim;
2. Submit to an examination under oath; provide the Company with written statements; attend meetings and negotiations; produce and make available all information, books, records, documents, and other materials which the Company deems relevant; and authorize the Company to obtain records and other information;
3. Take additional steps to protect the Computer System and Protected Information from further loss or damage and keep a record of the expenses necessary to do so;
4. Attend hearings, depositions, proceedings, trials, and appeals;
5. Assist the Company in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and pursuing or enforcing any right of contribution or indemnity against a person or entity who may be liable to the Insured;
6. Accept the Company's assignment of counsel unless otherwise prohibited by

applicable law; and

7. Provide reports of forensic Vendors that identify the Malicious Code or Exploit involved in the Event as soon as possible; provided that this provision supplements, and does not replace, the

reporting requirements set forth in Section IV.A.

SECTION VI: EXCLUSIONS

A. The Company shall not be liable to pay, indemnify or reimburse for any Claim, Damages or Losses based upon, arising out of, attributable to, caused by or resulting from, whether actual or alleged:

1. Any of the following:
 - a. Intentional creation or distribution of Malicious Code or Exploit by any Insured;
 - b. Unauthorized tampering with any Computer System by any Insured; or
 - c. Any
 - (1) Dishonest;
 - (2) fraudulent;
 - (3) criminal; or
 - (4) malicious
 act, error, or omission by any Insured.

Provided, however this exclusion shall not apply to any Insured who did not intentionally and knowingly commit, acquiesce or participate in the conduct that gave rise to the Claim or Event.

2. Any Mass Event.
3. Any of the following:
 - a. Failure, interruption of service, or defect by third parties;
 - b. Misconfiguration of information technology systems, including but not limited to domain name system configuration changes and domain name hijacking, by third parties;
 - c. Unauthorized access or unauthorized use of a third party's computer system;
 - d. Malicious insider activity of or by third parties; or
 - e. Distribution of Malicious Code or Exploit by third parties,

in each case that impact the Computer

System and cause Claims, Losses or Damages. For the purposes of this exclusion third parties shall refer to (i) any cloud service provider; (ii) any other entity providing to an Insured, or servicing for an Insured, any hardware or software over the internet; or (iii) any other entity providing software as a service, infrastructure as a service, managed security as a service, platform as a service, or any form of cloud data storage as a service to an Insured.

4. Any mechanical or service failure, interruption of service, or defect of:
 - a. Telephone, communications or data transmission lines, equipment or infrastructure;
 - b. Internet system, internet service provider or cloud service provider, device or computer system (other than a Computer System, or an internet system owned or leased by and operated under the control of the Named Insured); or
 - c. Electricity (including but not limited to power interruption, surge, brownout or blackout), gas, water or other utilities or their equipment or infrastructure (including, but not limited to power lines).
5. Shortcomings, errors or mistakes in any set of instructions (oral, written or electronic), scripts, program, code or software that is executed, run or installed on the Computer System either (a) during the course of a legitimate and authorized upgrade, update or maintenance process of any software, firmware or hardware on or part of a Computer System, or (b) that are present within the firmware or hardware of a Computer System as a result of the manufacturing process, in each case for (a) and (b), for the purposes of this exclusion, that directly causes Claims,

Losses or Damages.

6. Any of the following:
- a. Bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time;
 - b. Physical injury to tangible property, including all resulting loss of use of that property; or
 - c. Loss of use of tangible property that is not physically injured.

This exclusion shall not apply to a Claim for mental injury, mental anguish, or emotional distress directly resulting from a Privacy Breach Event or a Media Wrongful Event. For purposes of this exclusion, electronic data is not considered tangible property.

7. Any of the following:
- a. Nuclear reaction, nuclear radiation, radioactive contamination, radioactive substance, electromagnetic field, electromagnetic radiation, or electromagnetism;
 - b. Pathogenic or poisonous biological or chemical materials, whether or not man-made, including communicable disease events;
 - c. War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), riot, civil unrest, rebellion, revolution, insurrection, war-like action, coup, usurped powers or military power, including but not limited to those by state-sponsored actors, and action taken by government authority in hindering or defending against any of these; or
 - d. Fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.
8. Any unlawful or unauthorized obtaining, gathering, collecting, acquiring, sharing, using, distribution or sale by an Insured of any Protected Information. Provided, however, this exclusion shall not apply to Privacy Breach Expenses, Regulatory Proceedings Claims, or PCI Claims, in each case directly arising from a Privacy Breach Event, and which are otherwise covered under this Endorsement.

9. The unsolicited dissemination of any communication to actual or prospective customers of the Named Insured, or to any other third party.
10. Any violation of the Telecommunications Act, the CAN-SPAM Act, or any other federal, state or local legislation, regulation or law or common law, either: (a) protecting a person's or entity's right of seclusion or privacy (other than a Privacy Law), or (b) addressing the unsolicited distribution, transmission or dissemination of any communication.
11. Any gaining of any profit or advantage to which the Insured is not legally entitled.
12. Any patent infringement or theft, copying, display, or publication of any patent, process, or trade secret.
13. Any breach of contract, agreement, understanding, warranty (including but not limited to product warranty), or other guarantee or promise. This exclusion shall not apply to the following:
 - a. Solely with respect to actual or alleged breach of contract, liability that would have attached to the Named Insured in the absence of such contract; or
 - b. PCI Fines.
14. Any liability or obligation the Named Insured, or anyone acting on behalf of the Named Insured, assumes under any contract, agreement, understanding, warranty (including but not limited to product warranty), or other guarantee or promise. This exclusion shall not apply to the following:
 - a. Liability that would have attached to the Named Insured in the absence of any such contract, agreement, understanding, warranty or other guarantee or promise; or
 - b. PCI Fines.
15. Any seizure, nationalization, confiscation, destruction, deletion or expropriation of any Protected Information or any Computer System held or used by an Insured by order of any governmental authority.
16. Any of the following:
 - a. Violation of any federal, state, local,

- foreign legislation, regulation, or law prohibiting any restraint of trade or antitrust activity;
- b. Any price fixing, price discrimination, monopoly or monopolization, predatory pricing, unfair competition, collusion, or conspiracy;
 - c. Any unfair, false, misleading, or deceptive trade or business practice; or
 - d. Any false, misleading, deceptive, or fraudulent statement or representation in advertising or promoting the products, services, or business of the Named Insured; provided, however, that this exclusion will not apply to a Claim directly arising from a Media Wrongful Event.
17. Any of the following:
- a. Discrimination of any kind; or
 - b. Wrongful employment practice of any kind.
18. Any Circumstances, Claim, Event, or Loss:
- a. That was the subject of notice to another insurer or potential indemnitor prior to the Effective Date of this Endorsement; or
 - b. Discovered prior to the Effective Date of this Endorsement, or could have been Discovered through the exercise of due diligence prior to the Effective Date of this Endorsement.
19. The presence, discharge dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, contaminants, pollutants or any other substances, including asbestos, fungus, mold and lead, which are or may be injurious to public health, property or the environment ("hazardous substances"), including but not limited to:
- a. The cost of cleanup or removal of hazardous substances;
 - b. The cost of such actions as may be necessary to monitor, assess and evaluate, the presence, discharge, dispersal, escape, release, or threat of same, of hazardous substances;
 - c. The cost of disposal of hazardous substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or to property or the environment, which may otherwise result; or
 - d. Any cost, based upon, arising out of, attributable to, caused by or resulting from, or involving in any way any government direction or request that the Named Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize hazardous substances.
- B. The Company shall not be liable to pay for any Claim or Damages based upon, arising out of, attributable to, caused by or resulting from any Claim or Damages, whether actual or alleged, by any of the following:
1. Any Insured against another Insured, except for an otherwise covered Claim by an Insured under Section I.A.3.a.;
 2. Solely in the case of a Privacy Breach Event, by any person or entity other than an Impacted Individual, an Impacted Entity, or (solely in the case of a Regulatory Proceeding Claim) a federal or state regulatory body or regulator;
 3. Any entity owned or controlled by, or which is under common ownership or control with, the Named Insured;
 4. Any person or entity which owns or controls the Named Insured; or
 5. Any independent contractor of the Named Insured.

SECTION VII: GENERAL CONDITIONS

A. TERMINATION

The cancellation and nonrenewal provisions

of the policy to which this Endorsement is

attached shall apply to this Endorsement. This Endorsement shall remain in effect until the expiration of the Endorsement Period unless:

1. The policy to which this Endorsement is attached is cancelled or non-renewed prior to the expiration of the Endorsement Period; or
2. This Endorsement is removed at the request of the Named Insured, such removal to be confirmed by further endorsement to the policy.

B. CHANGE IN CONTROL

1. For purposes of this Endorsement, a "Sale Transaction" means either of the following that occurs during the Endorsement Period:

- a. The Named Insured consolidates or merges with or into, or sells more than 50% of its assets to, any other person or entity or group of persons or entities acting in concert, such that the Named Insured is not the surviving entity; or
- b. Any person or entity or group of persons or entities acting in concert acquire more than 50% of the issued and outstanding voting equity securities of the Named Insured or control voting rights representing the right to vote for election of or to appoint more than 50% of the directors or trustees of the Named Insured.

In the event of a Sale Transaction, this Endorsement shall continue in full force and effect as to any Event first Discovered prior to the Sale Transaction. There shall be no coverage under this Endorsement for any Event first Discovered after the Sale Transaction. The Named Insured shall give the Company written notice of the Sale Transaction as soon as practicable but not later than thirty (30) days after the Sale Transaction.

2. For purposes of this Endorsement, an "Acquisition Transaction" means any of the following that occurs during the Endorsement Period:

- a. The Named Insured consolidates or merges with any other person or entity or group of persons or entities

acting in concert such that the Named Insured is the surviving entity;

- b. The Named Insured acquires the assets of any other person or entity or group of persons or entities acting in concert, where such assets represent a market value, as of the date of such acquisition, of 10% or greater of the Named Insured's market value;
- c. The Named Insured acquires or creates a new entity or subsidiary such that the Named Insured holds more than 50% of the issued and outstanding voting equity securities or controls voting rights representing the right to vote for election of or to appoint more than 50% of the directors or trustees of such entity or subsidiary; or
- d. The subsequent addition of another entity or person as a Named Insured in addition to the entity or person listed at the time of the commencement of the Endorsement Period as the Named Insured on the Policy Declarations to which this Endorsement is attached.

In the event of an Acquisition Transaction, then there is coverage under this Endorsement for such additional entity, subsidiary or person for any Claim, Loss, Event, or Circumstances first Discovered within the sixty (60) day period immediately following the Acquisition Transaction or until the end of the Endorsement Period, whichever occurs first. There is no coverage for such additional entity, subsidiary or person after that time period unless (i) as soon as practicable but no later than thirty (30) days after the Acquisition Transaction, the Named Insured provides the Company with notice and the particulars of such Acquisition Transaction; (ii) the Company agrees to extend the coverage of this Endorsement to such surviving Named Insured, newly acquired or created entity or subsidiary, or additional entity or person, as applicable, and the Company amends the terms of this Endorsement accordingly; and (iii) the Named Insured pays any additional premium when due. Such extended coverage does not apply to any Claim, Loss, Event, or Circumstances first Discovered or that

could have been first Discovered (either by a Knowledge Group Member or equivalent in such additional entity or subsidiary) through the exercise of due diligence (including but not limited to in compliance with Section V) before the Acquisition Transaction.

C. BANKRUPTCY

Bankruptcy or insolvency of the Named Insured will not relieve any Insured or the Company of any obligations nor deprive the Company of its rights and defenses under this Endorsement unless such obligations are in violation of applicable law.

D. EXCESS COVERAGE

This insurance shall be excess of any other insurance that applies to any Claim, Event, Loss, Circumstances or Damages covered hereunder and shall not contribute with any or all other insurance, including any deductible or retention, whether collectible or not. For avoidance of doubt, this insurance is specifically on an excess basis of any or all crime insurance policies that may be available with respect to any Funds Transfer Fraud Event.

E. ASSIGNMENT

This Endorsement and any and all interests and rights hereunder are not assignable without Approval.

F. TERMS TO CONFORM TO APPLICABLE LAW

Where necessary, the Company shall amend the terms and conditions of this Endorsement to conform to applicable law.

G. TERRITORY

This Endorsement applies to acts committed or Losses occurring anywhere in the world except as set forth under "Sanctions" in Section VII.H.; provided, however, that any Claim must be brought in the United States.

H. SANCTIONS

This Endorsement does not apply, and the Company shall not be liable to provide coverage or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such Claim or provision of such benefit would be in violation of any trade or economic sanctions law or regulation applicable to the Company's jurisdiction of

domicile or those of another jurisdiction with which the Company is legally obligated to comply, including without limitation any trade or economic sanctions or embargo by the United States.

I. LEGAL ACTION AGAINST THE COMPANY

1. No legal action or claim may be brought against the Company based upon, arising out of, attributable to, caused by or resulting from this Endorsement unless the following criteria are met:
 - a. There has been full compliance by the Insureds with all the terms and conditions of this Endorsement; and
 - b. The action is brought within the limit of time provided under applicable law, but in no event later than sixty (60) months from the date the Knowledge Group Member first Discovers the earliest of any Circumstances, Claim, Event or Loss pertaining to such action.
2. In the event that the requirements set forth in Section VII.I.1. have been complied with, with respect to a legal action or claim against the Company, the amount of damages and losses shall be limited to the following:
 - a. The amount of a non-appealable order of a court or other tribunal (e.g., arbitral panel) resolving such dispute on the merits; or
 - b. The amount for which the legal action or claim was settled, provided that the settlement was agreed to in accordance with the terms and conditions of this Endorsement.

J. NO JOINDER

No individual or entity shall have any right under this Endorsement to join the Company as a party to any Claim to determine the liability of the Insured, nor shall the Company be impleaded by the Insured or the Insured's legal representative in any such Claim.

K. SUBROGATION

In the event of any payment under this Endorsement, the Company shall be subrogated to the extent of such payment to all the Insured's rights of recovery thereof, and the Insured shall execute all papers

required and shall do everything that may be necessary to preserve and secure such rights, including the execution of such documents necessary to enable the Company to effectively bring suit in the name of the Insured.

The Company assumes no duty to recover any amounts paid under this Endorsement; however, any amounts as may be recovered pursuant to the exercise of the Company's rights of subrogation shall be applied as follows: (i) to the repayment of expenses incurred by the Company in exercising any rights of subrogation; (ii) to Damages and Losses incurred by the Named Insured in

excess of the Limits of Liability hereunder; and (iii) to Damages and Losses paid by the Company.

L. HEADINGS

The titles of paragraphs, sections, provisions, or endorsements of or to this Endorsement are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Endorsement.

SECTION VIII: DEFINITIONS

Except where this Endorsement expressly or by implication indicates otherwise, the plural of any term includes the singular, and the singular of any term includes the plural. To the extent of any conflict between defined terms in this Endorsement and the policy to which this Endorsement is attached, then the definitions set forth in this Endorsement shall prevail.

- A. Approval and Approved means the Company's written approval, including in response to a written request for approval by the Named Insured. Where Approval is required in this Endorsement the Named Insured must promptly submit such written request for Approval to the Company.
- B. Business Income Loss means the aggregate of Extra Expenses and Reconstruction Period Net Income.
- C. Business Interruption Event means a total or partial disruption in the Named Insured's business operation directly arising from a System Compromise Event.
- D. Business Interruption Waiting Period means the Business Interruption Waiting Period specified in the Schedule. The Business Interruption Waiting Period begins at the time each and every Business Interruption Event is first Discovered.
- E. Circumstances means facts, subjects, situations, decisions, causes, persons, transactions, events, acts, errors or omissions, or class of persons or events, in each case which could reasonably be likely to give rise to a Claim, Loss, or Event, as applicable.

F. Claim means each of the following:

1. For the purposes of Third Party Liability Events, a Third Party Claim; and
2. For the purposes of Section I.A.3.b., the REGULATORY INSURING AGREEMENT, a Regulatory Proceeding Claim.

G. Claim Expenses means each of the following, with respect to any Claim:

1. Reasonable and necessary fees, costs and expenses charged by any Vendor and Approved, such Vendor Approved in advance (including lawyers, experts, and litigation support staff) for the investigation, adjustment, settlement and/or defense of such Claim;
2. Post-judgment interest which accrues after a Final Judgment; and
3. The premiums for appeal, attachment, or similar bonds, but only for bond amounts Approved and within the remaining applicable Limits of Insurance. The Company does not have any obligation to furnish these bonds.
4. Claim Expenses do not include the following:
 - a. Salaries, wages, fees, remuneration, overhead, benefits, or expenses of the Company or the Insureds;
 - b. Fees, costs, and expenses incurred prior to the time that a Claim was reported to the Company;
 - c. Fees, costs, and expenses incurred

without Approval;

- d. Fees, costs, and expenses incurred to improve or upgrade the Computer System beyond what it was prior to the Claim; or
- e. Fees, costs, and expenses to comply with any injunctive or other non-monetary equitable, declaratory, regulatory, or administrative relief.

H. Company means the Insurer as titled on the Schedule page of this Endorsement.

I. Computer System means a computer or series of interconnected computers owned or leased by and operated under the control of the Named Insured. Computer System also includes the following, but only if owned or leased by and operated under the control of the Named Insured:

1. Electronic Media;
2. Portable Devices;
3. IOT Devices; and
4. Peripheral Hardwired Devices.

Computer System does not include a computer system the Named Insured operates for others.

J. Computer System Restoration Expenses means the reasonable and necessary fees, costs and expenses charged by a Vendor designated in writing or Approved in advance to restore the software in the Computer System, if damaged by a System Compromise Event, to its operating performance immediately before the System Compromise Event, including costs to reinstall, or replace the software, or the configuration or correction of the configuration of the Computer System. If such software cannot reasonably be restored, the term Computer System Restoration Expenses means the reasonable and necessary costs and expenses incurred by the Vendor to reach this determination.

Computer System Restoration Expenses does not include any of the following:

1. The cost of new or replacement hardware;
2. Salaries, wages, fees, remuneration, overhead, benefits, or expenses of the Company or the Insureds;
3. Fees, costs or expenses to enhance,

upgrade or otherwise modify, or improve the Computer System beyond the level that existed immediately prior to the occurrence of a System Compromise Event, including but not limited to costs and expense to replace, remediate or improve the Computer System, or identify or remove software programs errors, malware, computer viruses or vulnerabilities or create or develop software or trade secrets; or

4. Any costs in excess of the cash value of the Computer System as of the date of the System Compromise Event.

K. Corporate Information means any business information of a third party, which is not available to the general public and is provided to an Insured subject to a mutually executed written confidentiality agreement with the Named Insured, or which the Named Insured is legally required to maintain in confidence. The Corporate Information must be in the direct care, custody or control of the Named Insured in the ordinary course and scope of its business operations. The term Corporate Information does not include portable device.

L. Crypto currency means a digital or virtual currency that uses crypto currency for security and uses encryption techniques to regulate the generation of units of currency and verify the transfer of funds, operating independently of a central bank.

M. Damages means each of the following:

1. With respect to a Third Party Claim, Claim Expenses and the following monetary amounts the Insured becomes legally obligated to pay resulting from a Final Judgment or settlement:
 - a. Compensatory damages,
 - b. Attorney's fees and other litigation costs included in any Final Judgment, and
 - c. Pre-Judgment interest included in any Final Judgment.
2. With respect to a Regulatory Proceeding Claim, Claim Expenses and only the Regulatory Fines the Insured becomes legally obligated to pay.
3. Damages does not include any of the following:

- a. Any monetary amount which the Insured is not legally obligated to pay;
 - b. Any monetary amount which is not insurable under the applicable law or jurisdiction pursuant to which the Endorsement is construed;
 - c. Past, present and future earned and unearned royalties, profits, fees, costs, expenses, or commissions, or the return of royalties, profits, fees, costs, expenses, commissions, and profits unjustly held or obtained;
 - d. Consideration charged by, paid to or owed to the Insured, including but not limited to restitution, disgorgement, reduction, or return of any consideration;
 - e. Fees, costs, and expenses required to comply with any injunctive or other non-monetary equitable, declaratory, regulatory, or administrative relief;
 - f. Discounts, prizes, awards, coupons, or other incentives offered to the Insured's clients, Impacted Individuals, or Impacted Entities;
 - g. Civil or criminal fines or penalties imposed by law, except Regulatory Fines;
 - h. Punitive and exemplary damages;
 - i. The multiple portion of any multiplied damages; or
 - j. Taxes, loss of tax benefit or fines, tax penalties or sanctions imposed against the Named Insured.
- N. Data Replacement Expenses means the reasonable and necessary fees, costs and expenses charged by a Vendor designated in writing or Approved in advance to research, re-create or replace electronic data on the Computer System that is damaged by a System Compromise Event, provided that such research, re-creation or replacement must be from written records or electronic backup of such electronic data. If such electronic data cannot reasonably be researched, recreated or replaced, the term Data Replacement Expenses means the reasonable and necessary costs and expenses incurred by such Vendor to reach this determination.
- Data Replacement Expenses does not include any of the following:
- 1. Salaries, wages, fees, remuneration, overhead, benefits, or expenses of the Company or the Insureds;
 - 2. Fees, costs or expenses to enhance, upgrade or otherwise modify, or improve the Computer System beyond the level that existed immediately prior to the occurrence of a System Compromise Event, including but not limited to updating, upgrading or enhancing electronic data or replacing, remediating or improving any Computer System, or improving networks and data security practices, procedures or policies;
 - 3. Re-creation or replacement of software programs or operating systems that are not commercially available; or
 - 4. Re-creation or replacement of data that is obsolete, unnecessary or useless to the Named Insured.
- O. Defrauded Funds means the value of funds that are transferred by the Named Insured (with the approval of a Knowledge Group Member) to a third party directly in response to a Funds Transfer Fraud Event, that are in the form of check, wire transfer, credit card payment, debit card payment or Crypto currency. Defrauded Funds excludes cash payments.
- P. Dishonest means characterized by lack of truth, honesty, or trustworthiness; unfair, deceptive, deceitful, untruthful.
- Q. Discovers or Discovered means the time a Knowledge Group Member receives, receives notice of, or becomes aware of any of the following: (i) any Event; (ii) any Circumstances; or (iii) any Claim or Loss or potential Claim or Loss, regardless of the potential amount of the Claim or Loss.
- R. Electronic Media means any electronic data which is unique to the Named Insured, including audio or visual information, ready-for-use applications, programs, and other content in machine-readable format.
- S. Electronic Media Advertising means Electronic Media which advertises or promotes the Named Insured's products or services.
- T. Endorsement means this Endorsement issued by the Company.
- U. Endorsement Period means the

Endorsement Period set forth in the Schedule.

- V. Event means a Media Wrongful Event, a Network Security Event, a Privacy Breach Event, a System Compromise Event, an Extortion Threat Event, a Funds Transfer Fraud Event, a PCI Security Violation Event, or a Business Interruption Event.
- W. Exploit means a vulnerability in a Computer System or software through which Malicious Code, or software designed to find, create, or take advantage of such vulnerability, can enter such Computer System.
- X. Extortion Threat Event means a credible threat, or a series of credible threats, by a third party, to cause or continue to cause one or more (i) System Compromise Events or (ii) the Unauthorized Access or Unauthorized Use of Protected Information, in each case accompanied by a demand by such third party for money (including Crypto currency) from the Named Insured or a Knowledge Group Member where the payment of such money is a condition of mitigation or removal of such threat or series of threats.
- Y. Extortion Threat Losses means the Funds Paid by the Named Insured (with the approval of a Knowledge Group Member) in response to an Extortion Threat Event to the party that made the Extortion Threat Event, and the reasonable and necessary fees, costs, and expenses charged by a Vendor (including lawyers, experts, and litigation support staff) to respond to, confirm, negotiate or pay an Extortion Threat Event.
- Z. Extra Expenses means the amount of (i) reasonable and necessary expenses that the Named Insured directly incurs during a Reconstruction Period, with Approval in advance, to reduce or avoid Reconstruction Period Net Income as a result of a Business Interruption Event, in excess of (ii) its actual normal operating expenses that the Named Insured would have incurred during the same period had no Business Interruption Event occurred.

Extra Expenses do not include any of the following:

1. Any contractual penalties; or
2. Any costs to update or upgrade the Computer System beyond the level that

existed prior to the occurrence of the Business Interruption Event.

- AA. Final Judgment means a non-appealable order of a court or other tribunal (e.g., arbitral panel) resolving, on the merits, a dispute between an Insured and a third party (including government agencies), as to which either no further appeal is possible or a decision is made with Approval not to appeal further.
- BB. Funds Transfer Fraud Event means the intentional deception of an Insured by a third party intended to cause an Insured to transfer funds under the Named Insured's control (with the approval of a Knowledge Group Member) to a third party not authorized to receive such funds.
- CC. Funds Paid means the value of the funds paid that are in the form of check, wire transfer, credit card payment, debit card payment or Crypto currency. Funds Paid excludes cash payments. For Funds Paid in Crypto currency, the value of the Funds Paid shall be the value of the Crypto currency, in U.S. dollars, at the time of payment.
- DD. Impacted Entities means any business, entity or organization whose Corporate Information is lost, stolen, unintentionally or unknowingly disseminated, or accidentally published by a Privacy Breach Event covered under this Endorsement. This definition is subject to all of the following provisions:
 1. Impacted Entity does not include any Impacted Individual; and
 2. Impacted Entity may be domiciled anywhere in the world.
- EE. Impacted Individuals means any person whose Personally Identifiable Information is lost, stolen, unintentionally or unknowingly disseminated, or accidentally published by a Privacy Breach Event covered under this Endorsement. This definition is subject to all of the following provisions:
 1. Impacted Individual does not include any Impacted Entity. Only an individual person may be an Impacted Individual; and
 2. Impacted Individual may reside anywhere in the world.

FF. IOT Device means any electronic device (other than a Portable Device) or hardware connected device, that connects to the Computer System directly or through a VPN. IOT Devices include, but are not limited to, smart printers, industrial control systems, security systems, smart speakers, smart televisions and smart appliances.

GG. Insured means the Named Insured, Knowledge Group Members, and the Named Insured's employees but only while such employees are acting within their capacity as such for the Named Insured.

HH. Knowledge Group Member(s) mean the Named Insured's principals, officers, directors, risk managers, and real estate managers but only while acting in their capacity as such for the Named Insured.

II. Loss(es) means Privacy Breach Expenses, Data Replacement Expenses, Computer System Restoration Expenses, Extortion Threat Losses, PCI Fines, Defrauded Funds, and Business Income Loss.

Loss(es) do not include:

1. Costs and expenses required to comply with any injunctive or other non-monetary equitable, declaratory, regulatory, or administrative relief, including but not limited to costs to remove electronic data from a website or social media site;
2. Any monetary amount which is not insurable under the applicable law or jurisdiction pursuant to which the Endorsement is construed;
3. Discounts, prizes, awards, coupons, or other incentives offered to the Insured's clients, Impacted Individuals, or Impacted Entities;
4. Consideration charged by, paid to or owed to the Insured, including but not limited to restitution, disgorgement, reduction, royalties or licensing fees, or return of any consideration;
5. Any costs, fees or expenses incurred or paid by the Insured in establishing the existence of or amount of Loss, other than to a Vendor (including lawyers, experts, and litigation support staff) designated in writing or Approved in advance;
6. Fines, taxes, penalties, loss of tax

benefits or sanctions, except for PCI Fines; or

7. Indirect or consequential losses.

II. Malicious Code means an unauthorized or harmful program, code, or script, including but not limited to any virus, Trojan horse, worm, time, logic bomb, spyware, ransomware, or malware.

JJ. Mass Event means the original and any variant of a Malicious Code or Exploit that is both:

1. The subject of an alert by, or is identified by a name or designation that is assigned by, any (i) United States (federal or state) government entity or agency or (ii) computer security, forensics, threat intelligence, or anti-virus entity, service provider or vendor (including but not limited to CrowdStrike, Juniper Networks, Mandiant/FireEye, Norton, Malwarebytes, McAfee, Kaspersky, Digital Shadows, RiskIQ, Recorded Future, Flashpoint, Anomali, Mimecast, Proofpoint, Palo Alto Networks, RSA, Seculert/Radware, Symantec, or Verizon); and

2. Publicized (meaning reported on in two or more news or technology media or publications, including but not limited to The New York Times, Washington Post, Los Angeles Times, Financial Times, FOX Corporation, CNN, The Wall Street Journal, NBC News, ABC News, CBS News, VICE Motherboard, Data Breach Today, Krebs on Security, Dark Reading, ZD NET, Wired, PC World, The Register, or CSO Online);

in each case, prior to an Insured providing notice of an Event, Loss, Claim or Circumstances, whichever is earliest, pursuant to Section IV.A.

KK. Media Wrongful Event means any or all of the following that is unintentionally or unknowingly caused by Electronic Media Advertising first published or disseminated during the Endorsement Period:

1. Libel, slander or other defamation; or
2. Infringement of copyright, trademark, title, slogan, trade name, trade dress, service mark, service name, or misappropriation of ideas.

LL. Named Insured means the person(s) and/or entity(ies) listed on the Policy Declarations, to

which this Endorsement is attached.

MM. Network Disruption Event means an interruption, disruption, failure, suspension, or delay in the performance of the Computer System directly caused by Unauthorized Access or Unauthorized Use of, or the introduction of Malicious Code or Exploit into, the Computer System.

NN. Network Security Event means any one or more of the following directly caused by a Network Disruption Event:

1. The inability of an Insured or authorized third party user to access the Computer System;
2. An Insured's transmittal or distribution of Malicious Code or Exploit to, or the failure or corruption of, a third party's computer system or network; or
3. The perpetuation of a denial of service attack on a third party's computer system or network.

OO. Payment Card Services Agreement means an agreement between the Named Insured and a financial institution, credit card or debit card company or credit or debit card processor, enabling the Named Insured to accept credit card, debit card, prepaid card or other payment cards for payments.

PP. PCI Claim means the notification of the Named Insured's failure to comply with or violation of any Payment Card Industry Data Security Standards established by the PCI Security Standards Council, which notification is by a party who has entered into a Payment Card Services Agreement with the Named Insured.

QQ. PCI Fines means the fines paid which are explicitly defined as a "fine" in, and which the Named Insured is contractually obligated to pay pursuant to, a Payment Card Services Agreement due to a breach of a Payment Card Services Agreement caused by a PCI Security Violation Event. PCI Fines do not include (i) subsequent fines arising out of continued noncompliance or the same breach, (ii) any increased transaction costs, or (iii) any chargebacks.

RR. PCI Security Violation Event means the act or omission of the Named Insured that violated the Payment Card Industry Data Security Standards as determined in accordance with the terms of the Payment Card Services Agreement.

SS. means non-portable devices connected by hardware to the Computer System, including

but not limited to printers, scanners, and routers.

TT. Personally Identifiable Information means any non-public information about a person that allows such person to be uniquely and reliably identified, or allows access to the person's financial account or medical records information, and for which notification of unauthorized access is required by a Privacy Law. The term Personally Identifiable Information does not include publicly available information that is lawfully made available to the general public (including, without limitation, being made available by such person on social media or other public sites), or Corporate Information. The Personally Identifiable Information must be in the direct care, custody or control of the Named Insured in the ordinary course and scope of its business operations.

UU. Portable Device means an electronic portable device such as a computer, smart phone, smart wearable or other similar device that connects to the Computer System either directly or through a VPN.

VV. Privacy Breach Event means the following actual or alleged events:

1. Theft, loss, unintentional or unknowing dissemination or accidental publication of Protected Information;
2. Unauthorized Access or Unauthorized Use of Protected Information; or
3. The Named Insured's violation of a Privacy Law.

WW. Privacy Breach Expenses means the following reasonable and necessary fees, costs and expenses directly incurred for or by the Named Insured, and Approved in advance, in responding to a Privacy Breach Event:

1. Notification Expenses:

Notification fees and expenses charged by a Vendor (including lawyers, experts, and litigation support staff) to notify an Impacted Individual and any regulator required to be notified by applicable law that: (i) a Privacy Breach Event occurred, and (ii) there was, may have been or may be Unauthorized Access or Unauthorized Use of the Personally Identifiable Information.

2. Monitoring Expenses:

Fees and expenses charged by a Vendor (including lawyers, experts, and litigation support staff) to provide credit monitoring, identity theft, or fraud resolution services to an Impacted Individual affected by a Privacy Breach Event.

3. Cyber Investigation Expenses:

Fees and expenses charged by a Vendor (including lawyers, experts, and litigation support staff) to investigate any or all of the following:

- a. Whether Protected Information has been accessed; or
- b. Whether the Named Insured has an obligation to provide notice under a Privacy Law.

4. Crisis Management Expenses:

- a. Fees and expenses charged by an Approved public relations firm, law firm or crisis management firm to perform crisis management services to minimize the potential harm to the Named Insured's business from a Privacy Breach Event; and
- b. Fees and expenses charged by a call center designated in writing or Approved in advance to assist in managing incoming calls during and concerning a Privacy Beach Event.

5. Privacy Breach Expenses shall not include the following:

- a. Salaries, wages, fees, remuneration, overhead, benefits, or expenses of the Company or the Insureds; or
- b. Fees, costs or expenses to enhance, upgrade or otherwise modify, or improve the Computer System beyond the level that existed immediately prior to the occurrence of a Privacy Breach Event.

XX. Privacy Law means any law or regulation governing the protection of Personally Identifiable Information, provided that the text of the law or regulation expressly requires one or more of the following:

1. Posting privacy policies;
2. Adopting specific privacy or security controls for Personally Identifiable Information; or
3. Notifying Impacted Individuals if their

Personally Identifiable Information has potentially been accessed or disclosed without authorization.

YY. Protected Information means Personally Identifiable Information or Corporate Information.

ZZ. Reconstruction Period means the period of time that begins at the conclusion of the Business Interruption Waiting Period and ends at the earliest of:

1. 60 days;
2. The date that data restoration, data re-creation and system restoration directly related to the Business Interruption Event has been completed in order to permit the Named Insured to resume business operations; and
3. The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and prompt good faith effort.

AAA. Reconstruction Period Net Income means the measurable difference between (1) the actual net income (net profit or loss) before taxes, calculated on an hourly basis and based on actual historical financial numbers (specifically the twenty-four (24) months prior to the Business Interruption Event) that the Named Insured would have earned or incurred during the Reconstruction Period had no Business Interruption Event occurred, minus (2) the actual net income (net profit or loss) before taxes, earned or incurred by the Named Insured during the Reconstruction Period; provided that Reconstruction Period Net Income shall not be based on, shall not include, and no coverage shall be provided for (a) any net profit that could have or likely would have been earned as a result of an increase in the volume of the Named Insured's business during the Reconstruction Period (other than increases consistent with actual historical financial numbers (specifically the twenty-four (24) months prior to the Business Interruption Event)), or (b) any instances where the measurable difference calculated in this paragraph is less than \$0.00.

BBB. Regulatory Fines means the civil or administrative fines or penalties assessed against a Named Insured in a Regulatory

Proceeding Claim, if such fines and penalties are insurable under the applicable law and the Named Insured is legally obligated to pay such fines and penalties, in all cases arising from a Privacy Breach Event.

CCC. Regulatory Proceeding Claim means each of the following that alleges the failure to comply with a U.S. federal or state Privacy Law:

1. A written demand to the Named Insured for documentation or information commenced by service of a complaint or similar pleading brought by a federal or state regulatory body or regulator; or
2. An investigation or civil proceeding brought against the Named Insured by a federal or state regulatory body or regulator.

DDD. Related Claims mean all Claims that are based upon, arising from, in consequence of, directly or indirectly resulting from, or involving the same, continuous, repeated, related, or substantially similar Circumstances, or a same, continuous, repeated, related, or substantially similar series of Circumstances.

EEE. Related Events means all Events that are based upon, arising from, in consequence of, directly or indirectly resulting from, or involving the same, continuous, repeated, related, or substantially similar Circumstances, or a same, continuous, repeated, related, or substantially similar series of Circumstances.

FFF. Related Losses mean all Losses that are based upon, arising from, in consequence of, directly or indirectly resulting from, or involving the same, continuous, repeated, related, or substantially similar Circumstances, or a same, continuous, repeated, related, or substantially similar series of Circumstances.

GGG. System Compromise Event means the Unauthorized Access or Unauthorized Use of the Computer System, or the introduction of Malicious Code or Exploit into the Computer System, that materially degrades or damages the performance of the Computer System or corrupts or destroys any Electronic Media in the Computer System.

HHH. Third Party Claims means a written demand or assertion of a legal right for monetary damages or services, including the service of a civil complaint or similar proceeding, or request for arbitration or mediation, brought against an Insured, in each case directly arising from a Third Party Liability Event. For the avoidance of doubt, Third Party Claims do not include Regulatory Proceeding Claims.

III. Third Party Liability Event means any or all of the following:

1. Media Wrongful Event;
2. Network Security Event; or
3. Privacy Breach Event.

JJJ. Unauthorized Access or Unauthorized Use means the access to or use of the Computer System or Protected Information by a person or entity not authorized to do so, or the access to or use of the Computer System or Protected Information by an authorized person or entity in an unauthorized manner.

KKK. Vendor means a third party person or entity that provides services to the Named Insured that the Company has either (i) designated in writing, or (ii) Approved. Where indicated, the term Vendor may include lawyers, experts, and litigation support staff.

LLL. VPN means a virtual private network.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET COVERAGE - STATEMENT OF VALUES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Blanket Number	Premises Number	Building Number	Location	Covered Property Type	Description Of Covered Property	Value
1	1	1	Location 1: 14500 SW Grayling Ln, BEAVERTON, OR	Building	Residential Condominiums without Mercantile	\$1,627,100
1	1	1	Location 1: 14500 SW Grayling Ln, BEAVERTON, OR	Business Personal Property		\$74,129
1	1	2	Location 2: 14516 SW Grayling Ln, BEAVERTON, OR	Building	Residential Condominiums without Mercantile	\$1,627,100
1	1	3	Location 3: 14610 SW Grayling Ln, BEAVERTON, OR	Building	Residential Condominiums without Mercantile	\$1,627,100
1	1	4	Location 4: 14626 SW Grayling Ln, BEAVERTON, OR	Building	Residential Condominiums without Mercantile	\$1,627,100
1	1	5	Location 5: 14720 SW Grayling Ln, BEAVERTON, OR	Building	Residential Condominiums without Mercantile	\$1,179,800
1	1	6	Location 6: 14725 SW Grayling Ln, BEAVERTON, OR	Building	Residential Condominiums without Mercantile	\$1,627,100
1	1	7	Location 7: 14629 SW Grayling Ln, BEAVERTON, OR	Building	Residential Condominiums without Mercantile	\$1,179,800
1	1	8	Location 8: 14613 SW Grayling Ln, BEAVERTON, OR	Building	Residential Condominiums without Mercantile	\$1,179,800
1	1	9	Location 9: 14519 SW Grayling Ln, BEAVERTON, OR	Building	Residential Condominiums without Mercantile	\$1,179,800
1	1	10	Location 10: 14501 SW GRAYLING LN, BEAVERTON, OR	Building	Residential Condominiums without Mercantile	\$1,179,800

SCHEDULE (continued)

Blanket Number	Premises Number	Building Number	Location	Covered Property Type	Description Of Covered Property	Value
<p>Blanket coverage is only available for property types of: Buildings, Scheduled Structures, Unscheduled Structures and Business Personal Property.</p> <p>The most we will pay for loss or damage in any one occurrence is the applicable blanket Limit of Insurance shown in the Declarations.</p>						

Loss Payment Penalties may apply if property is not insured to at least 80% of replacement cost value at the time of loss.

Applicant or Insured	Producer
<p>All property values submitted are 100% of the replacement cost value to the best of my knowledge and American Family can rely upon my statements in providing blanket coverage.</p> <p>Signed: _____</p> <p>Name: <u>Murray Park Condominiums Association Of Unit Owners</u></p> <p>Title: _____</p> <p>Date: <u>{{PrimaryInsured1_Date}}</u></p>	<p>I have explained to the insured the Loss Payment Penalties that may apply if the property is not insured to 80% of replacement cost value.</p> <p>Signed: _____</p> <p>Name: <u>Hunter & Associates LLC</u></p> <p>Producer ID: <u>5638</u></p> <p>Date: _____</p>

POLICY NUMBER: 91002-89443-72

BUSINESSOWNERS
BPF 89 20 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.

CLAIMS EXPENSES INCURRED ARE SUBJECT TO AN ADDITIONAL SEPARATE CLAIMS EXPENSES LIMIT OF LIABILITY. HOWEVER, IF THE ADDITIONAL SEPARATE LIMIT OF LIABILITY FOR CLAIMS EXPENSES IS EXHAUSTED, CLAIMS EXPENSES WILL REDUCE AND MAY EXHAUST THE REMAINING LIMITS OF LIABILITY AVAILABLE UNDER THE POLICY.

**DIRECTORS AND OFFICERS LIABILITY ENDORSEMENT -
PLATINUM (CONDOMINIUMS, CO-OPS, ASSOCIATIONS) - OREGON**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Named Association:	
Directors And Officers Liability Annual Aggregate Limit Of Insurance:	\$
Claims Expenses Annual Aggregate Limit of Insurance:	\$
Deductible:	\$
Retroactive Date:	
Extended Reported Period	<input type="checkbox"/> Yes <input type="checkbox"/> No
Third Party Discrimination Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

For the purposes of the coverage provided by this endorsement, Section II - Liability is amended as follows:

A. The following are added to Paragraph A. Coverages:

1. Insuring Agreement - Management Liability

a. We will pay on behalf of an "insured person" any "loss" which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" during the policy period or during the Automatic Extended Reporting Period or Optional Extended Reporting Period, as described in Paragraph G., except to the extent that the "association" has indemnified the "insured person" for such "loss".

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

b. If a "claim" against an "insured person" includes a "claim" against the "insured person's" spouse (whether such status is derived by reason of statutory or common law, or any other law of any country) solely by reason of:

- (1) Such spousal status; or
- (2) Such spouse's ownership interest in property or assets that are sought as recovery for the "wrongful act" committed or allegedly committed by the "insured person";

all "loss" which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this endorsement as "loss" which the "insured person" becomes legally obligated to pay as a result of the "claim" made against such "insured person". Such "loss" to the spouse will be covered under this endorsement only if and to the extent that such "loss" would be covered if incurred by the "insured person". However, this Paragraph b. does not apply to a "claim"

arising out of any "wrongful act" committed or allegedly committed by the "insured person's" spouse.

- c. This insurance also applies to "claims" arising out of the "wrongful acts" of an "insured person" made against:

- (1) The estate, heirs or legal representatives of a deceased "insured person"; and
- (2) The legal representative of that "insured person" in the event of incompetency, insolvency or bankruptcy.

However, this Paragraph c. only applies to "claims" if and to the extent that, in the absence of such death, incompetency, insolvency or bankruptcy of the "insured person", such "claims" would have been covered by this insurance according to all applicable terms, conditions and exclusions.

2. Insuring Agreement - Association Reimbursement

We will pay on behalf of the "association" any "loss" for which the "association" has indemnified an "insured person", as permitted or required by law, and which the "insured person" becomes legally obligated to pay as a result of a "claim" first made against that "insured person" (or an "insured person's" spouse or any other party granted the rights of an "insured person" under Paragraph 1.) during the policy period or during the Automatic Extended Reporting Period or Optional Extended Reporting Period, if purchased, as described in Paragraph G.

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "insured person" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

3. Insuring Agreement - Association Liability

We will pay on behalf of the "association" any "loss" which the "association" becomes legally obligated to pay as a result of a "claim" first made against the "association" during the policy period or during the Automatic Extended Reporting Period or Optional Extended Reporting Period, if purchased, as described in Paragraph G.

However, this insurance applies only to a "claim" arising out of a "wrongful act" committed by the "association" which occurs on or after the Retroactive Date, if any, shown in the Schedule, and before the end of the policy period.

4. Defense And Settlement

- a. We will have the right and duty to defend any "claim" made against the insured

under Paragraph A. of this endorsement. However, we will have no duty to defend the insured against any "claim" because of a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in a "loss". We may, with your written consent, settle any "claim".

b. Mediation

If, prior to institution of arbitration proceedings or service of suit or within 60 days of the institutions of such proceedings or service of suit, we and the "association" agree to use a process of non binding intervention by a neutral third party to resolve any "claim" reported to us, and if such "claim" is resolved through such process, we will reduce the deductible applicable to such "claim" by 50%.

- c. Our obligation to defend any "claim" or pay any "loss", including "claims expenses" shall be completely fulfilled and extinguished if the Directors and Officers Limit of Insurance set forth in the schedule of this endorsement, has been exhausted, even if any Limit of Insurance applicable to "claims expenses" set forth in the schedule of this endorsement, remains.

All "claims" arising out of the same "wrongful act" or "interrelated wrongful acts" committed by one or more "insured persons" shall be considered a single "claim". Such single "claim" shall be deemed to be first made on the date the initial "claim" arising out of such "wrongful act" or "interrelated wrongful acts" was first made pursuant to Paragraph E. or notice of such "wrongful act" or "interrelated wrongful acts" was first reported pursuant to Paragraph E.

- B. For the purposes of the coverage provided by this endorsement, Paragraph B. Exclusions, Subparagraph 1. Applicable To Business Liability Coverage is replaced by the following: This insurance does not apply to any "loss" resulting from any "claim":

a. Criminal Or Fraudulent Act, Error Or Omission

Arising out of any criminal or fraudulent act, error or omission, or any intentional or knowing violation of the law by the insured.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

Arising out of "bodily injury", "property damage" or "personal and advertising injury".

c. Illegal Financial Gain

Arising out of the gaining of any profit, remuneration or advantage to which any insured was not legally entitled.

- d. **Prior Acts**
Arising out of a "wrongful act" or "interrelated wrongful act" that has occurred before the Retroactive Date, if any, shown in the Schedule.
- e. **Pending And Prior Claims**
Arising out of the same facts, "wrongful acts" or "interrelated wrongful acts", alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given:
(1) During a prior policy period of this policy; or
(2) Under any insurance policy of which this policy is a replacement.
- f. **Failure To Maintain Insurance**
Arising out of any actual or alleged failure or omission on the part of any insured to effect or maintain insurance.
This exclusion does not apply to "claims expenses".
- g. **Service To Other Entities**
Arising out of any "wrongful act" committed or allegedly committed by any "insured person" serving in any position or capacity in any organization or association other than the "association" even if the "association" directed or requested that "insured person" to serve in such other position or capacity.
- h. **Insured vs Insured**
Brought by or on behalf of the "association" or any "insured person", in any capacity, except:
(1) A "claim" that is a derivative action brought on behalf of the "association" by one or more unit-owners who are not "insured persons" and who bring the "claim" without the solicitation, assistance or participation of any "insured person" or the "association"
- i. **ERISA**
For an actual or alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or similar provisions of any federal, state, local or statutory law or common law.
- j. **Breach Of Contract**
For liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the "association" under any such contract or agreement, except if:
(1) The "association" would have been liable in the absence of such contract or agreement
This exclusion does not apply to "claims expenses".
- k. **Pollution**
Arising out of:
(1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
(2) Any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
(3) A "claim" made or "suit" brought by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";
including without limitation any "claim" by or on behalf of the "association".
- l. **Construction Defect**
Arising out of "wrongful acts" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.
- m. **Workers Compensation Or Similar Laws**
Arising out of an obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar, rule, regulation or law.
- n. **Asbestos**
Arising out of asbestos including but not limited to any injury or damage related to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of asbestos or any other duty involving asbestos;
- o. **Lead**
Arising out of lead including but not limited to any injury or damage treated to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance, act, error, omission, failure to disclose or warn of the presence of lead or any other duty involving lead.
- p. **Fungi Or Bacteria**
Arising out of "fungi" or bacteria including but not limited to any injury or damage treated to, arising or alleged to have arisen out of any use, exposure, existence, detection, removal, elimination, avoidance,

act, error, omission, failure to disclose or warn of the presence of lead or any other duty involving "fungi" or bacteria.

- q. **Employment-Related Practices**
Arising out of employment related practices, policies, acts or omissions including, but not limited to, refusal to employ; termination of employment; employment related coercion, demotion, evaluation, reassignment, discipline, workplace conditions, false imprisonment, defamation, harassment, humiliation, or discrimination of employment; other employment related practices, policies, acts or omissions; or sexual harassment by the insured against any person(s) or entity; or negligence involving any of the above.
- r. **Salaries Or Remuneration**
Arising out of the payment or administration of salaries, bonuses, or other remuneration of an "insured person"
- s. **Securities**
Arising under statutory or common law relating to the purchase, sale, or disposition of securities.
- t. **Civil Rights Laws**
Arising out of any federal, state, county, municipal or local law, ordinance, order, directive or regulation barring discrimination, including but not limited to those based on race, color, national origin, ancestry, citizenship, gender, sexual orientation, marital status, religion or religious belief, age, economic status, income, medical condition, pregnancy, parenthood or mental or physical disability.
This exclusion does not apply to "Third Party Discrimination" if the schedule on page one is checked "YES" next to Third Party Discrimination Coverage.

A "wrongful act" committed by any "insured person" shall not be imputed to any other "insured person" for purposes of applying the exclusions set forth in this Paragraph B.

- C. For the purposes of the coverage provided by this endorsement, Paragraph C. Who Is An Insured is replaced by the following:
 - 1. The "association" is an insured.
 - 2. "Insured persons" are insureds.
- D. For the purposes of the coverage provided by this endorsement, Paragraph D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:
 - 1. **Annual Aggregate Limit Of Insurance**
The most we will pay for the sum of all "loss" under Paragraphs A.1., A.2. and A.3. is the Directors and Officers Liability Annual Aggregate Limit of Insurance and the Claims

Expenses Annual Aggregate Limit of Insurance shown in the Schedule. These limits apply regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or
- c. Persons, organizations or government agencies making "claims" or bringing "suits".

If the Directors and Officers Liability Annual Aggregate Limit of Insurance is exhausted by the payment of "loss", we will have no further obligations or liability of any kind under this endorsement.

Payments for "claims expenses" are in addition to the Limit of Insurance for Directors and Officers Liability. All "claims expenses" shall first be applied to the Claims Expenses Annual Aggregate Limit of Insurance. If and when such limit of liability for "claims expenses" is exhausted by payment of "claims expenses", then and in that event only shall any remaining "claims expenses" be applied to the applicable Limit of Insurance for Directors and Officers Liability.

Our obligation to defend any "claim" or pay any "loss", including "claims expenses" shall be completely fulfilled and extinguished if the Directors and Officers Limit of Insurance set forth in the schedule of this endorsement, has been exhausted, even if any Limit of Insurance applicable to "claims expenses" set forth in the schedule of this endorsement, remains.

2. Deductible

Subject to Paragraph D.1. of this endorsement, we will pay only that amount of "loss" which is in excess of the Deductible shown in the Schedule. The Deductible will be borne by the insureds, uninsured and at their own risk. A single deductible will apply to all "loss" resulting from all "claims" alleging the same "wrongful acts" or "interrelated wrongful acts".

If the "association" is permitted or required by law to indemnify an "insured person" for "loss", but fails or refuses, other than for reason of "financial insolvency", then our payment for such "loss" will not be subject to any deductible and the "association" shall be responsible for, and shall hold us harmless from, and shall reimburse us for such "loss" up to the deductible shown in the Schedule.

- E. For the purposes of the coverage provided by this endorsement, the Duties In The Event Of Occurrence, Offense, Claim Or Suit condition is replaced by the following:

Duties In The Event Of A Claim Or A Wrongful Act That May Result In A Claim

- a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a "claim". To the

extent possible, notice should include:

- (1) How, when and where the "wrongful act" took place;
 - (2) The names and addresses of any person involved in the specific "wrongful act", including names and addresses of the potential claimants;
 - (3) Particulars as to the reasons for anticipating a "claim" which may result from such specific "wrongful act";
 - (4) The nature of the alleged or potential damages arising from such specific "wrongful act"; and
 - (5) The circumstances by which the insureds first became aware of the specific "wrongful act".
- b. If a "claim" is received by any insured, you must:
- (1) Immediately record the specifics of the "claim" 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" 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";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim"; 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 "wrongful acts" 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 without our written consent.

- F. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph E. Liability And Medical Expenses General Conditions:

Consent To Settle

If we recommend a settlement to the insured which is acceptable to the claimant, but to which the insured does not consent, the most we will pay as damages in the event of any later settlement or judgment is the amount for which the "claim" could have been settled, to which the insured did not give consent, plus "claims expenses" incurred as of the date such settlement was proposed in writing by us to the insured.

- G. Extended Reporting Period

For the purposes of the coverage provided by this

endorsement, the following Extended Reporting Period provisions are added:

1. Automatic Extended Reporting Period
An Automatic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for (90) days for "claims" arising out of "wrongful acts" not previously reported to us.
The Automatic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".
2. Optional Extended Reporting Period
You will have the right to purchase an Optional Extended Reporting Period from us if:
 - a. This endorsement is cancelled or not renewed for any reason; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to "wrongful acts" on a claims-made basis.
3. An Optional Extended Reporting Period, as specified in Paragraph G.2. of this endorsement, lasts three years and is available only for an additional premium.
4. The Optional Extended Reporting Period starts with the end of the Automatic Extended Reporting Period. It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
 - a. The "claim" is first made during the Optional Extended Reporting Period;
 - b. The "wrongful act" occurs before the end of the policy period; and
 - c. The "wrongful act" did not commence before the Retroactive Date.
5. You must give us a written request for the Optional Extended Reporting Period within 90 days after the end of the policy period or the effective date of cancellation, whichever comes first.
6. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium or deductible you owe us for coverage provided under this endorsement. Once in effect, the Optional Extended Reporting Period may not be cancelled.
7. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - a. The exposures insured;

- b. Previous types and amounts of insurance;
- c. Limit of Insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium may not exceed 100% of the annual premium for this endorsement. The premium for the Optional Extended Reporting Period will be deemed fully earned as of the date it is purchased.

- 8. There is no separate or additional Limit of Insurance for the Automatic or Optional Extended Reporting Period. The Limit of Insurance available during the Automatic or Optional Extended Reporting Period, if purchased, shall be the remaining amount, if any, of the aggregate Limit of Insurance available at the time this policy was cancelled or nonrenewed.
- H. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph F. Liability And Medical Expenses Definitions of Section II - Liability:
- 1. "Association" means the entity named in the Schedule as the named association.
 - 2. "Claim" means:
 - a. A written demand for monetary damages against any insured;
 - b. A civil proceeding against any insured commenced by the service of a complaint or similar pleading;
 - c. A criminal proceeding against any "insured person" commenced by a return of an indictment; or
 - d. A formal administrative or regulatory proceeding against any insured commenced by the filing of a notice of charges, formal investigative order or similar document;
 - e. A written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding.

for a "wrongful act", including any appeal therefrom.
 - 3. "Claims expenses" means that part of a "loss" consisting of reasonable and necessary fees (including attorneys' and experts' fees), expenses incurred in the defense or appeal of a "claim", and the premium for appeal, attachment or similar bonds (without any obligation on our part to provide such bonds), excluding the wages, salaries, benefits or expenses of any "insured person".
 - 4. "Financial insolvency" means the status of the "association" resulting from:
 - a. The appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "association"; or
 - b. The "association" becoming a debtor in possession.
 - 5. "Fungi" means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut or mushroom, and any spores, mycotoxins, odors or any other substances, or by products produced by, released by, or arising out of the current or past presence of fungi.
 - 6. "Insured person" means
 - a. any former, present or future director, officer, trustee, employee or volunteer of the "association".
 - b. The association's property or real estate manager; but only while acting at the direction and within the scope of their duties for the association. However, the property or real estate manager is not an "insured person" for "claims" brought against them by the association.
 - 7. "Interrelated wrongful act" means all causally connected "wrongful acts".
 - 8. "Loss" means "claims expenses", compensatory damages, settlement amounts, legal fees and costs awarded pursuant to judgments, and punitive or exemplary damages where permitted by law. "Loss" does not include civil or criminal fines or penalties imposed by law, the multiplied portion of multiplied damages, taxes or matters that are uninsurable pursuant to applicable law, and the cost, other than defense costs, of any non-monetary relief.
 - 9. "Third Party Discrimination" means any actual or alleged discrimination by any "insured person" against, or any actual or alleged sexual harassment by any "insured person" of, any person who at the time of such discrimination or sexual harassment was neither an employee of the "association" nor an applicant for employment with the "association".
 - 10. "Wrongful act" means:
 - a. With respect to the "insured person", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "insured person" in their insured position or capacity for the "association"; or any matter claimed against them solely by reason of their serving in such insured position or capacity including "Third Party Discrimination" if the schedule on page one is checked "YES" next to Third Party Discrimination Coverage. This does not apply to a position or capacity in any entity other than the "association", even if the "association" directed or requested the "insured person" to serve in such other

position or capacity.

- b. With respect to the "association", any actual or alleged error, misstatement, misleading statement, neglect or breach of duty, omission or act by the "association" including "Third Party Discrimination" if the schedule on page one is checked "YES" next to Third Party Discrimination Coverage.
- I. For the purposes of the coverage provided by this endorsement, the definition of "suit" in Paragraph F. Liability And Medical Expenses Definitions is replaced by the following:

"Suit" means a civil proceeding in which damages because of a "wrongful act" 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING LIMIT INFLATION PROTECTION COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I - Property is amended as follows:

C. Limits Of Insurance

Paragraph 4. Building Limit - Automatic Increase is replaced by the following:

4. Building Limit - Inflation Protection Coverage. We may increase limits at each renewal for Buildings and Scheduled Structures only as shown in the Declarations. We base increases on inflation cost indexes. We will round any increases in limits to the next highest \$100. Premium will change accordingly. Your payment of the renewal premium indicates your acceptance of any adjusted limits.

We will not reduce the Limit of Insurance to less than that previously specified without your consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE DISHONESTY - PROPERTY MANAGER(S)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A. Paragraph G.3. Employee Dishonesty of Section I - Property is amended to include "Property manager(s)" as employee(s).
- B. With respect to the Employee Dishonesty coverage in Paragraph G.3. "Property manager(s)"

means a natural person or firm charged with operating a real estate property for a fee.

If the "Property manager" is a firm, partners, officers and employees of that firm are considered to be employee(s) for the purposes of this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE DISHONESTY - BOARD OF DIRECTORS MEMBER(S)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A. Paragraph G.3. Employee Dishonesty of Section I - Property is amended to include "Board of directors member(s)" as employee(s).
- B. With respect to the Employee Dishonesty coverage in Paragraph G.3. "Board of directors member(s)" means a natural person elected or appointed to serve on the board of directors of the association.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GUARANTEED REPLACEMENT COST COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I - Property is amended as follows:

Guaranteed Replacement Cost coverage is subject to the terms and conditions set forth in this endorsement.

A. For Building coverage under Section I - Property A.1.a. only, the following amends Paragraph E.5. Loss Payment:

Paragraph E.5.a. is replaced by the following:

a. **Guaranteed Replacement Cost Coverage**

We agree to settle covered losses to insured Buildings at replacement cost without regard to the Limit of Insurance, subject to the following provisions:

- (1) The Building(s) are identified as Guaranteed Replacement Cost coverage in the Declarations;
- (2) The Building(s) listed in the Declarations are insured to a minimum of 100% of replacement cost as estimated by our commercial cost calculator or other proof of replacement cost acceptable to us;
- (3) You permit us to adjust the Limit of Insurance for the Building(s) or Blanket Limit for Buildings to reflect:
 - (a) Any increase due to inflation; or
 - (b) Property valuation estimates made by us; or
 - (c) Both (a) and (b).
- (4) You pay any additional premium for adjustments of the Limit of Insurance or Blanket Limit.
- (5) You have notified us within 30 days of the start of construction of any additions to or remodeling of a Building which increases the replacement cost by \$10,000 or more. If you fail to notify us within 30 days, our payment will not exceed the Limit of Insurance applying to the Building.
- (6) Guaranteed Replacement Cost Coverage applies only to Building(s) that are repaired or replaced at the same premises after a covered loss.
- (7) This coverage does not apply to:
 - (a) Scheduled Structures
 - (b) Unscheduled Structures
 - (c) Business Personal Property

- (d) Buildings under construction until they are completed and occupied.
- (e) The cost attributable to enforcement of any ordinance or law regulating the construction, use, repair or demolition of any property, including debris removal.
- (f) Damage caused by earthquake, even if earthquake is otherwise covered under this policy.
- (g) Damage caused by mine subsidence, even if mine subsidence is otherwise covered under this policy.
- (h) Damage caused by windstorm or hail, unless you notify us of your intent to repair or replace within 12 months after the loss or damage occurred.
- (i) Coverages provided in Section I - Property, Paragraph A.5. Additional Coverages
- (j) Building(s) that have been designated by any local, state or national government agency as a historic structure or landmark.

B. For Building coverage under Section I - Property A.1.a. only, Paragraph E.5.d. Loss Payment Property Loss Condition in Section I - Property is amended as follows:

1. Paragraph (1)(a) is replaced by the following:

- (1) At replacement cost without deduction for depreciation subject to the following:
 - (a) We will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (i) the cost to replace, on the same premises, the lost or damaged property with other property;
 - i. of comparable material and quality; and
 - ii. used for the same purpose; or

(ii) the amount that you actually spend that is necessary to repair or replace the lost or damaged property.

2. For the purposes of this endorsement only, Paragraph E.5.d.(1)(b) is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARTIFICIAL EARTH MOVEMENT EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The Businessowners Coverage Form is changed as follows:

The following is added to Section I - Property, Paragraph B. Exclusions, 1.:

k. Artificial Earth Movement

This means any loss caused by, resulting from, contributed to, or aggravated by any of the following:

- (1) site selection;
- (2) machines;
- (3) vehicles;
- (4) blasting;
- (5) mining;
- (6) sequestration of carbon dioxide or any other gas, solid, or liquid; or
- (7) earth moving, excavation, fill, or compaction.

But if Artificial Earth Movement, as described in Paragraphs (1) through (7) above results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - BIOMETRIC DATA, IDENTIFIERS OR INFORMATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A. The following exclusion is added to Paragraph B. Exclusions in Section II - Liability:

Biometric Identifiers Information

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an actual or alleged "biometric claim" based upon, attributable to, arising out of, or in any way relating to, directly or indirectly, "biometric data", "biometric identifier(s)", or "biometric identifier(s) information".

This exclusion extends to any damages claimed for costs incurred by the insured for identity fraud notification, credit monitoring, forensic review, data recovery or public relations restoration.

- B. The following are added to Paragraph F. Liability And Medical Expenses Definitions in Section II - Liability:

1. "Biometric claim" means any claim, suit, or demand based upon, arising out of, or in any way relating to the capture, collection, storage, use, possession, transmission, dissemination, release, destruction, purchase, transfer, sale, lease, trade, disclosures (before and after collection), permission or written consent to collect and use, or retention and protection of "biometric data", "biometric Identifier(s)" or "biometric identifier(s) information", whether asserted under any local, state or federal statute, law, or regulation (including, without limitation, the Illinois Biometric Information Privacy Act and all other similar local, state and federal statutes which directly or indirectly pertain to "biometric data", "biometric Identifier(s)" or "biometric identifier(s) information") or under any common law legal theory (including, without limitation, invasion of privacy or intrusion upon seclusion)
2. "Biometric data" means the measurement of an individual's features and characteristics resulting from specific technical processing relating to the physical, physiological or

behavioral identifiers of a natural person, which allow or confirm the unique establishment of that natural person, such as "biometric identifier(s)" or "dactyloscopic data".

3. "Biometric identifier(s)" means:
 - a. DNA;
 - b. Written signature;
 - c. Computer navigation (mouse or touch-pad) patterns;
 - d. Keystroke patterns or rhythms;
 - e. Behavioral patterns;
 - f. Retinal, eyeball or iris scan;
 - g. Fingerprints;
 - h. Footprints;
 - i. Voiceprints or voice recordings;
 - j. Vascular scans or vein patterns;
 - k. Scans of hand, palm or face geometry;
 - l. Gait patterns or rhythms;
 - m. Sleep, health or exercise data;

or any other personally identifiable measurable biological characteristic of a natural person.
4. "Biometric identifier(s) information" means any information, regardless of how it is captured, collected, converted, stored or shared based on an individual's "biometric identifier(s)", and used by itself or with other information to identify an individual, and the personally attributable physical, psychological or behavioral characteristics of a natural person which allow or confirm the unique identification of that natural person.
5. "Dactyloscopic data" means fingerprint images, images of fingerprint latents, palm prints, palm print latents and templates of such images, when captured, collected, stored and dealt with in an automated fingerprint identification system database.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM ASSOCIATION COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Paragraph A.1. Covered Property in Section I - Property is replaced by the following:

1. Covered Property

Covered Property includes Buildings as described under Paragraph a. below, Scheduled Structures as described under Paragraph b. below, Unscheduled Structures as described under Paragraph c. below, and Business Personal Property as described under Paragraph d. below, or any combination thereof, depending on whether a Limit Of Insurance is shown in the Declarations for that type of property.

Regardless of whether coverage is shown in the Declarations for Buildings, Structures, Unscheduled Structures, and Business Personal Property, or any combination thereof, there is no coverage for property described under Paragraph 2. Property Not Covered.

a. Buildings, meaning the buildings at the premises described in the Declarations and defined in the Condominium Association Agreement.

This does not include:

- (1) Scheduled Structures; or
- (2) Unscheduled Structures.

b. Scheduled Structures, meaning the listed structures at the premises described in the Declarations.

This does not include:

- (1) Buildings; or
- (2) Unscheduled Structures.

Buildings as described in Paragraph a. above or Scheduled Structures as described in Paragraph b. above that are damaged by a Covered Cause of Loss include:

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the Buildings, Scheduled Structures or the premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;

(c) Floor coverings;

(d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units; and

(e) Maintenance equipment.

But the most we will pay for the loss of maintenance equipment caused by or resulting from any Covered Cause of Loss is \$25,000 for any one occurrence.

(5) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the Buildings or Scheduled Structures;

(b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the Buildings or Scheduled Structures; and

(6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

(a) Fixtures, improvements and alterations that are a part of the Buildings or Scheduled Structures; and

(b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Buildings or Scheduled Structures do not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph A.1.(6) above.

c. Unscheduled Structures, meaning any structures at the premises not otherwise described in the Declarations that are:

- (1) Permanently affixed to the land; and
- (2) Have a replacement cost value of less than \$25,000.

This does not include:

- (1) Buildings;

- (2) Scheduled Structures;
- (3) Any structure with a permanent:
 - (a) Roof; and
 - (b) Exterior walls enclosing at least three sides of the structure;
 Including but not limited to detached garages, maintenance buildings, sheds and pool houses;
- (4) Any outdoor signs;
- (5) Any street lights;
- (6) Any streets, sidewalks, curbs or other paved surfaces; or
- (7) Any underground pipes, pump houses, wells or related equipment that are not Buildings or Scheduled Structures.

- d. Business Personal Property located in or on the Buildings, Scheduled Structures or Unscheduled Structures at the described premises or in the open (or in a vehicle) within 100 feet of the Buildings, Scheduled Structures or Unscheduled Structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, including:

- (1) Personal property owned by you or owned indivisibly by all unit-owners;
- (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others;
- (3) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under personal property of others.

Business Personal Property does not include personal property owned only by a unit-owner, unless it is in your care, custody or control as covered below.

This also includes property of others that is in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition E.5.d.(3)(b).

- B. Paragraph A.2.e. Property Not Covered in Section I - Property is replaced by the following:

- e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or

plants which are part of a vegetated roof), all except as provided in :

- (1) Paragraph A.1.b. Scheduled Structures;
- (2) Paragraph A.1.c. Unscheduled Structures;
 - (a) Outdoor fences; and
 - (b) Radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
- (3) Outdoor Property Coverage Extension; or
- (4) Outdoor Signs Optional Coverage;

- C. The following applies to outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers when coverage is provided under Paragraph A.1.b. Scheduled Structures:

- 1. We will pay for direct physical loss of or damage to all outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers at the described premises:

- a. Owned by you; or
- b. Owned by others but in your care, custody or control.

- 2. Paragraph A.2.e. Property Not Covered in Section I - Property does not apply to this coverage.

- 3. Paragraph B.1. Exclusions in Section I - Property does not apply to this coverage except for:

- a. Paragraph B.1.c. Governmental Actions;
- b. Paragraph B.1.d. Nuclear Hazard; and
- c. Paragraph B.1.f. War And Military Action.

- 4. Paragraphs B.2. and B.3. Exclusions in Section - I Property do not apply to this coverage except for:

- I. Other Types Of Loss
We will not pay for loss or damage caused by or resulting from:

- (1) Wear and tear;
- (2) Hidden or latent defect;
- (3) Rust;
- (4) Corrosion;
- (5) Deterioration;
- (6) "Fungi";
- (7) Decay; or
- (8) Mechanical Breakdown.

- 5. The provisions of this coverage supersede all other references to outdoor fences, radio or television antennas (including satellite dishes) and their

lead-in wiring, masts or towers in this policy.

D. The following is added to Paragraph C. Limits Of Insurance:

6. Increased Building Limit Coverage

We will settle covered losses to Buildings described in the Declarations at replacement cost up to a maximum of 125% of the limit applying to the damaged Buildings at the time of loss subject to the following provisions:

- a. You have notified us within 90 days of the start of any additions to or remodeling of an insured Building which increases its replacement cost value by 20% or more as determined by us at the time of loss. If you fail to notify us within 90 days, our payment will not exceed the limit applying to the Building as outlined in Paragraph 5. Loss Payment of Paragraph E. Property Loss Conditions in Section - I Property; and
- b. You have paid any additional premium due for the increase in value.

The Increased Building Limit Coverage applies only to Buildings that are repaired or replaced at the same premises after a covered loss.

This coverage does not apply to:

- a. Buildings under construction;
- b. Scheduled Structures; or

c. Unscheduled Structures.

E. The following is added to the Loss Payment Condition in Section I - Property:

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

F. The following is added to the Property Loss Conditions in Section I - Property:

9. Unit-Owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary and not to contribute with such other insurance.

G. The following is added to Paragraph C. Who Is An Insured in Section II - Liability:

3. Each individual unit-owner of the insured condominium, but only for liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for that unit-owner's exclusive use or occupancy.

H. The following is added to Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III - Common Policy Conditions:

3. Waiver Of Rights Of Recovery

We waive our rights to recover payment from any unit-owner of the condominium that is shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDOMINIUM ENHANCEMENT ENDORSEMENT - OREGON

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Except for the coverages provided by this endorsement, this endorsement will not result in expanded or additional covered causes of loss.

Your Deductible as specified in Paragraph D. Deductibles of Section I - Property will apply for enhancement coverages, unless otherwise specified in this endorsement. If two or more deductibles apply to a loss for a single occurrence, then only the largest of the applicable deductibles will apply.

A. Section I - Property is amended as follows:

1. Accounts Receivable

The additional limit of \$10,000 shown in Paragraph f. Accounts Receivable under 6. Coverage Extensions for loss or damage in any one occurrence at the described premises is replaced by \$100,000. For accounts receivable not at the described premises, the limit of \$5,000 is replaced by \$25,000.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

2. Arson Reward

We will provide a reward in the amount of up to \$5,000 for information which leads to an arson conviction in connection with a covered fire loss.

No deductible applies to this coverage.

This is additional insurance.

3. Debris Removal

a. The limit of \$25,000 shown in Paragraph a. Debris Removal under 5. Additional Coverages is replaced by \$150,000.

b. We will also pay up to \$2,000 for the costs you incur at each premises to remove debris of outdoor trees, shrubs or plants that are blown onto your premises by wind.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

4. Described Premises

The limitation of being within 100 feet of the described premises shown in Paragraph b. under 1. Covered Property for Business Personal Property is replaced by 1,000 feet.

5. Electronic Data

The limit of \$10,000 shown in Subparagraph (3) of Paragraph p. Electronic Data under 5. Additional Coverages is replaced by \$25,000.

6. Fine Arts

a. We will pay for direct loss of or damage to fine arts, whether owned by:

- (1) You; or
- (2) Others, while in your care, custody or control.

b. Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures, and fragile property such as porcelains, china and marble.

c. The most we will pay for loss in any one occurrence under this Coverage Extension is \$25,000 at each described premises. Our payment for loss of or damage to Personal Property of Others will only be for the account of the owner of the property. The amount payable under this Additional Coverage is additional insurance over the insurance available for Business Personal Property.

d. The value of fine arts will be the least of the following amounts:

- (1) The actual cash value of that property at the time of loss;
- (2) The cost of reasonably restoring that property to its condition immediately before the loss; or
- (3) The cost of replacing that property with substantially identical property.

e. In the event of loss, the value of property will be determined as of the time of loss.

f. You must arrange for fine arts to be packed and unpacked by competent packers.

g. The following is added to Paragraph 5. Loss Payment under Property Loss Conditions:

- i. In case of loss to any part of a pair or set, we will pay the least of:
 - (1) The cost to repair or replace any part to restore the pair or set to its value before the loss; or

- (2) The difference between the value of the pair or set before and after the loss.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

This is additional insurance.

7. Fire Department Service Charge

The limit of \$2,500 shown in Paragraph c. Fire Department Service Charge under 5. Additional Coverages is replaced by \$250,000.

No deductible applies to this coverage.

8. Fire Extinguisher Systems Recharge Expense

The limit of \$5,000 shown in Paragraph o. Fire Extinguisher Systems Recharge Expense under 5. Additional Coverages is replaced by \$50,000.

No deductible applies to this coverage.

9. Identity Fraud Expense Coverage

a. We will pay up to \$25,000 for the sum of all "expenses" incurred by you as the direct result of all acts of "identity fraud" first discovered or learned of during the policy period.

b. We will pay up to \$5,000 for the sum of all additional advertising expenses you incur to restore your reputation as the result of all acts of "identity fraud" first discovered or learned of during the policy period.

c. Regardless of the number of claims you make:

(1) The Identity Fraud Expense Aggregate Limit shown above is the most we will pay for the sum of all "expenses", and

(2) \$5,000 is the most we will pay for the sum of all additional advertising expenses.

These limits are the most we will pay as a result of all acts of "identity fraud" which are first discovered or learned of during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against you, is considered to be one "identity fraud", even if a series of acts continues into a subsequent policy period.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by endorsement for this coverage.

The deductible of \$250 applies to this coverage.

This is additional insurance.

d. With respect to the coverage provided by this endorsement, the following is added to Paragraph 2. under B. Exclusions:

We will not pay for:

(1) Loss arising from any criminal or fraudulent act, error or omission, or any intentional or knowing violation of the law by:

(a) You, your partners, "members", officers, "managers", directors, trustees; or

(b) Any authorized representative of yours, but only if such act was committed with the knowledge or consent of you, your partners, "members", officers, "managers", directors or trustees,

whether acting alone or in collusion with others.

In the event of any such act, no insured is entitled to "expenses" or additional advertising expenses, including insureds who did not commit or conspire to commit the act causing the "identity fraud".

(2) Loss other than "expenses" or additional advertising expenses.

e. With respect to the coverage provided by this endorsement, Paragraph D. Deductibles is replaced as follows:

We will not pay for "expenses" or additional advertising expenses until the amount of "expenses" and advertising expenses exceeds \$250. We will then pay the amount of "expenses" and additional advertising expenses in excess of the deductible up to the applicable Limit of Insurance provided in this endorsement.

No other deductible applies to Identity Fraud Expense Coverage.

f. The following is added to Paragraph 3. Duties In The Event Of Loss Or Damage under E. Property Loss Conditions:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" or additional advertising expenses under Identity Fraud Expense Coverage.

g. If the Employee Dishonesty Optional Coverage is shown as an applicable coverage in the Declarations, the coverage provided

by this endorsement does not apply to any loss payable under that Employee Dishonesty Optional Coverage.

h. The following definitions are added to Paragraph H. Definitions:

(1) "Expenses" means:

- (a) Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
- (b) Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
- (c) Costs for obtaining credit reports.
- (d) Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies or legal counsel, up to a maximum payment of \$250 per day.
Total payment for lost income is not to exceed \$10,000.
- (e) Loan application fees for reapplying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- (f) Reasonable attorney fees incurred as a result of "identity fraud" to:
 - (i) Defend lawsuits brought against you by merchants, vendors, suppliers, financial institutions or their collection agencies;
 - (ii) Remove any criminal or civil judgments wrongly entered against you; and
 - (iii) Challenge the accuracy or completeness of any information in a consumer credit report.
- (g) Charges incurred for long distance telephone calls to merchants, vendors, suppliers, customers, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity fraud".

(2) "Identity fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of your business, as described in the Declarations, with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

10. Increase In Rebuilding Expenses Following Disaster (Additional Expense Coverage On Annual Aggregate Basis)

a. This coverage applies with respect to a covered loss to a Building identified in the Declarations.

Coverage for the loss is determined in accordance with all applicable policy provisions except as otherwise provided under this coverage.

b. The Covered Causes of Loss (including related endorsements, if any) otherwise applicable to a Building listed in the Declarations will apply to this coverage with respect to that Building.

c. The Additional Expense Coverage provided under this coverage applies if all of the following conditions are met, subject to all limitations of this coverage:

(1) The event that caused the covered loss:

(a) Results in declaration of a state of disaster by federal or state authorities; or

(b) Occurs in close temporal proximity to the event that resulted in declaration of disaster by federal or state authorities;

(2) Expenses for labor and building materials for repair or replacement of the damaged property increase as a result of the disaster and the total cost of repair or replacement exceeds the applicable Limit of Insurance due to such increases in expenses;

(3) You elect to repair or replace the damaged Building; and

(4) You notified us, within 30 days of completion, of any improvements, alterations or additions to the Building which increase the replacement cost of the Building by 5% or more, and allowed us to

- adjust the Limit of Insurance, if necessary, to maintain the required insurance-to-value level.
- d. When the cost of repair or replacement increases in accordance with the terms of this coverage, we will pay the increased expenses actually incurred, up to the maximum amount of Additional Expense Coverage.
- e. The maximum amount of Additional Expense Coverage available for the extra expense of repair or replacement of a Building shown in the Declarations is determined in accordance with the following provisions:
- (1) Apply the applicable percentage of 30% for any Building to:
 - (a) The Limit of Insurance shown in the Declarations as applicable to the Building when such limit covers only that Building (exclusive of contents); or
 - (b) The value of the Building when insurance is written on a blanket basis. (For the purpose of this endorsement, Blanket insurance covers two or more Buildings, or Building(s) and its contents, under a single Limit of Insurance.)

However, if the Building is subject to a lower Limit of Insurance (sub-limit) for the Covered Cause of Loss that caused the loss, then the applicable percentage indicated in this endorsement will be applied to that sub-limit.
 - (2) If a penalty for inadequate insurance applies to the covered loss to the Building in accordance with the terms of this policy, then the maximum amount of Additional Expense Coverage will be decreased in the same proportion. (In determining compliance with the policy's insurance-to-value requirement, the increase in expenses attributable to the disaster will be disregarded.)
- f. Annual Aggregate
The following applies when payments are made under this endorsement as a result of one or more covered events in an annual policy term:
- (1) When payments reach the maximum amount of Additional Expense Coverage, such coverage will not apply to a subsequent event which occurs in the same annual policy term.
 - (2) When payments total less than the maximum amount of Additional Expense Coverage, the balance will be available for additional expenses incurred in a subsequent event which occurs in the same annual policy term.
- g. Debris Removal
Up to 20% of the amount payable for Additional Expense Coverage may be used to cover debris removal expense associated with the covered loss.
This does not increase the maximum amount of Additional Expense Coverage.
- h. Ordinance Or Law
When a Building shown in the Declarations is also covered for Coverage 3 - Increased Cost Of Construction Coverage under the Ordinance Or Law Coverage endorsement (if a part of this policy), up to 20% of the amount payable for Additional Expense Coverage may be used to cover costs payable under Coverage 3. - Increased Cost of Construction Coverage.
This does not increase the maximum amount of Additional Expense Coverage.
- i. Newly Acquired Or Constructed Buildings
When a newly acquired or constructed Building is covered under the terms of the Newly Acquired or Constructed Property Coverage Extension, then the percentage shown in this endorsement for any Building will be applied to the applicable Limit of Insurance for newly acquired or constructed Buildings. The result is the amount of Additional Expense Coverage applicable to the newly acquired or constructed Building, subject to all other terms of this endorsement.
- j. In determining the expenses payable under this endorsement we will deduct any expenses recovered under the Business Income and Extra Expense Additional Coverages.
This is additional insurance.
11. Newly Acquired Or Constructed Buildings

The limit of \$250,000 shown in Subparagraph (1) Buildings of Paragraph a. Newly Acquired Or Constructed Property under 6. Coverage Extensions is replaced by \$1,000,000.

The limit of \$100,000 shown in Subparagraph (2) Business Personal Property of Paragraph a. Newly Acquired Or Constructed Property under 6. Coverage Extensions is replaced by \$250,000.

12. Outdoor Fences And Walls

a. We will pay for direct physical loss of or damage to all outdoor fences and walls at the described premises:

- (1) Owned by you; or
- (2) Owned by others but in your care, custody or control.

b. Paragraphs A.3. Covered Causes Of Loss and B. Exclusions do not apply to this coverage, except for Paragraphs:

- (1) B.1.c. Governmental Action;
- (2) B.1.d. Nuclear Hazard; and
- (3) B.1.f. War And Military Action.

c. We will not pay for loss or damage caused by or resulting from:

- (1) Wear and tear;
- (2) Hidden or latent defect;
- (3) Rust;
- (4) Corrosion; or
- (5) Mechanical breakdown.

d. The most we will pay for loss or damage in any one occurrence is \$50,000.

This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by endorsement for this coverage.

This is additional insurance.

13. Outdoor Signs

a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:

- (1) Owned by you; or
- (2) Owned by others but in your care, custody or control.

b. Paragraphs A.3. Covered Causes Of Loss and B. Exclusions do not apply to this Optional Coverage, except for Paragraphs:

- (1) B.1.c. Governmental Action;
- (2) B.1.d. Nuclear Hazard; and
- (3) B.1.f. War And Military Action.

c. We will not pay for loss or damage caused by or resulting from:

- (1) Wear and tear;

(2) Hidden or latent defect;

(3) Rust;

(4) Corrosion; or

(5) Mechanical breakdown.

d. The most we will pay for loss or damage in any one occurrence is \$25,000.

The Optional Coverages deductible applies to this coverage.

This Limit of Insurance is in addition to any other Limit of Insurance, not to exceed the total limit shown in the Declarations for this coverage.

14. Outdoor Trees, Shrubs Or Plants

The limit of \$2,500 shown in Paragraph c. Outdoor Property under 6. Coverage Extensions for Outdoor Trees, Shrubs or Plants only, is replaced by \$10,000, but not more than \$2,500 for any one tree, shrub or plant.

15. Personal Property Off Premises

The limit of \$10,000 shown in Paragraph b. Personal Property Off Premises under 6. Coverage Extensions is replaced by \$50,000.

16. Pollutant Clean Up And Removal

The limit of \$10,000 shown in Paragraph h. Pollutant Clean-up And Removal under 5. Additional Coverages is replaced by \$25,000.

17. Surge Protection

a. We will pay for loss of or damage to Electronic Data Processing Equipment caused by or resulting from a power supply disturbance when the Electronic Data Processing Equipment is connected to a functioning surge protection device.

b. Only as used in this endorsement:

(1) Electronic Data Processing Equipment means equipment commonly referred to as hardware such as central processing units, monitors, keyboards, printers, tape or disk drives, modems and similar electronically controlled equipment that accepts information, processes it according to a plan and produces a desired result.

(2) Power supply disturbance means interruptions of power supply, power surge, blackout or brownout.

(3) Surge Protection device means any transient voltage surge suppression device or system which limits surge voltage surge

suppression device or system which limits surge voltages by discharging or bypassing surge current and prevents continued flow of current while remaining capable of repeating these functions.

The surge protection device must:

- (a) Be UL listed; and
- (b) Have a properly connected ground wire extended to the surge protection device. (This may be demonstrated through use of a site wiring fault indicator light on the surge protection device.)

A multiple outlet power strip is not considered a surge protection device. The most we will pay for loss or damage in any one occurrence is \$20,000.

This is additional insurance.

18. Utility Services - Direct Damage And Time Element

- a. We will pay for loss of or damage to Covered Property, and Business Income or Extra Expense caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following:

(1) Water Supply Property, meaning the following types of property supplying water to the described premises:

- (a) Pumping stations;
- (b) Water mains; and
- (c) Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.

Coverage under this endorsement does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

- (2) Communication Supply Property, meaning property supplying communication services,

including telephone, radio, microwave or television services to the described premises, such as:

- (a) Communication transmission lines, including optic fiber transmission lines;
 - (b) Coaxial cables; or
 - (c) Microwave radio relays except satellites.
- (3) Power Supply Property, meaning the following types of property, located outside of a covered Building that supply electricity, steam or gas to the described premises:
- (a) Utility generating plants;
 - (b) Switching stations;
 - (c) Substations;
 - (d) Transformers; or
 - (e) Transmission lines.

- b. As used in this endorsement, the term transmission lines includes all lines which service to transmit communication service or power, including lines which may be identified as distribution lines.

- c. Paragraph H.9.a.(1)(a) of the "Period of Restoration" definition is replaced by the following:

(a) Immediately after the time of direct physical loss or damage for Business Income Coverage; or

- d. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$25,000 for direct damage to Covered Property and \$25,000 for Business Income and Extra Expense.

Coverage under this endorsement does not apply to loss or damage to Business Income loss or Extra Expense related to interruption in utility service which causes loss or damage to "electronic data", including destruction or corruption of "electronic data".

This is additional insurance.

19. Valuable Papers And Records

The limit of \$10,000 for coverage at the described premises shown in Paragraph e.(3) Valuable Papers And Records under 6. Coverage Extensions is replaced by \$100,000. For "valuable papers and records" not at the described premises, the limit of \$5,000 is replaced by \$25,000.

This Limit of Insurance is in addition to any other Limit of Insurance, not to

exceed the total limit shown in the Declarations for this coverage.

B. Section II - Liability is amended as follows:

1. The following is added to Paragraph A. Coverages of Section II - Liability:

a. Damage to Property of Others

- (1) We will pay for property damage to property of others caused by an insured. This coverage applies even if the insured is not negligent or legally liable.

At our option, we will either:

- (a) Pay the actual cash value of the property; or
 (b) Repair or replace the property with other property of like kind and quality.

We will not pay for property damage:

- (a) To the extent of any amount recoverable under Section I - Property of this policy;
 (b) When the claimant will collect for damages from any other insurance policy;
 (c) Caused intentionally by any insured who has attained the age of 13; or

resulting from:

- (a) Business pursuits;
 (b) Work performed for you or on your behalf by a subcontractor;

- (c) Any act or omission in connection with any premises owned, rented or controlled by any insured, other than an insured premises; or

- (d) The ownership, maintenance or use of any aircraft, watercraft, iceboat or land vehicle that is motor- or engine-propelled other than a golf cart.

- (2) The most we will pay for property damage to personal property of others in your care, custody or control is \$15,000 per occurrence.

C. Section III - Common Policy Conditions (Applicable To Section I - Property And Section II - Liability) is amended as follows:

1. Identity Fraud Expense Coverage

With respect to Identity Fraud Expense Coverage provided by this endorsement, Paragraph H. Other Insurance is replaced by the following:

H. Other Insurance

The coverage provided under this endorsement will be excess over any other insurance or agreement covering the same loss or damage, whether you can collect on it or not. But we will not pay more than the applicable limit of insurance provided under this endorsement.

POLICY NUMBER:

BUSINESSOWNERS
BP 04 04 01 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Coverage	Additional Premium
A. Hired Auto Liability	\$
B. Non-owned Auto Liability	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. Hired Auto Liability

The insurance provided under Paragraph A.1. Business Liability in Section II - Liability applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-owned Auto Liability

The insurance provided under Paragraph A.1. Business Liability in Section II - Liability applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

B. For insurance provided by this endorsement only:

1. The exclusions under Paragraph B.1. Applicable To Business Liability Coverage in Section II - Liability, other than Exclusions a., b., d., f. and i. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or

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

This exclusion applies:

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

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

2. Paragraph C. Who Is An Insured in Section II – Liability is replaced by the following:
1. Each of the following is an insured under this endorsement to the extent set forth below:
 - a. You;
 - b. Any other person using a "hired auto" with your permission;
 - c. For a "non-owned auto":
 - (1) Any partner or "executive officer" of yours; or
 - (2) Any "employee" of yours; but only while such "non-owned auto" is being used in your business; and
 - d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.
 2. None of the following is an insured:
 - a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
 - b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
 - e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- C. For the purposes of this endorsement only, Paragraph H. Other Insurance in Section III – Common Policy Conditions is replaced by the following:
- This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".
- D. The following additional definitions apply:
1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
 3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

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:

BUSINESSOWNERS COVERAGE FORM

- A. Exclusion B.1.q. of Section II – Liability is replaced by the following:

This insurance does not apply to:

- q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

- (1) Damages, other than damages because of "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; or
- (2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

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

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

B. The following is added to Paragraph B.1.p.
Personal And Advertising Injury Exclusion of
Section II – Liability:

This insurance does not apply to:

p. Personal And Advertising Injury

"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.

POLICY NUMBER:

BUSINESSOWNERS
BP 04 02 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured):
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. The person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.

2. Structural alterations, new construction or demolition operations performed by or for the person(s) or organization(s) designated in the Schedule.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses 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.

POLICY NUMBER:

BUSINESSOWNERS
BP 05 47 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPUTER FRAUD AND FUNDS TRANSFER FRAUD

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Coverage	Limit Of Insurance
Computer Fraud And Funds Transfer Fraud Coverage	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section I – Property is amended as follows:

A. With respect to the coverage provided by this endorsement, Paragraph A.4. Limitations is amended as follows:

Subparagraph a.(4) does not apply.

B. The following is added to Paragraph A.5. Additional Coverages:

Computer Fraud And Funds Transfer Fraud

(1) The Computer Fraud And Funds Transfer Fraud Coverage limit shown in the Schedule of this endorsement is the most we will pay for loss of and damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

(a) To a person (other than a messenger) outside those premises;
or

(b) To a place outside those premises.

(2) The Computer Fraud And Funds Transfer Fraud Coverage limit shown in the Schedule of this endorsement is the most we will pay for loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account".

C. With respect to the coverage provided by this endorsement, Paragraph B. Exclusions is amended as follows:

1. Paragraph 2.g. False Pretense does not apply.

2. The following exclusion is added:

We will not pay for loss or damages caused by or 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.

D. The following exclusion is added to Paragraph b. under G.2. Money And Securities Optional Coverages:

(4) Or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

(a) To a person (other than a messenger) outside those premises;
or

(b) To a place outside those premises.

E. The following are added to Paragraph H. Property Definitions:

15. "Employee"

a. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

- (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who 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 (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, excluding, however, any such person while having care and custody of property outside the premises;
- (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 (2) above;
- (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(s)" insured under this policy; and
 - (b) Your director or trustee while that person is handling "funds" or "other property" of any "employee benefit plan(s)" insured under this policy;
- (5) Any natural person who is a former "employee", director, partner, "member", "manager", representative or trustee retained as a consultant while performing services for you; or
- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the premises.
- b. "Employee" does not mean:
- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (2) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
16. "Fraudulent instruction" means:
- a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - b. A written instruction (other than those described in Paragraph A.5.k.) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
17. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.
18. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":
- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions (other than those described in Paragraph A.5.k.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions are added to the Businessowners Liability Coverage Form BP 00 06 and Section II – Liability of the Businessowners Coverage Form BP 00 03:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising directly or indirectly, out of a "certified act of terrorism", or 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, with respect to an "other act of terrorism", 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 or 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 Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.

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
 - (b) The premises of any United States mission; and
 - (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".
- Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- 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 Policy.

BUSINESSOWNERS
BP 04 39 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following applies to Section II Liability and supersedes any provision to the contrary:

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

- (a) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (b) The negligent:
 - (i) Employment;

- (ii) Investigation;
- (iii) Supervision;
- (iv) Reporting to the proper authorities, or failure to so report; or
- (v) Retention;
of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (a) above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I – Property is amended as follows:

A. With respect to the coverage provided under this endorsement, the following are considered Covered Causes of Loss:

1. Earthquake.
2. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.

B. All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period.

C. With respect to the coverage provided by this endorsement, we will not pay for loss or damage caused by or resulting from any Earthquake or Volcanic Eruption that begins before the inception of this insurance.

But, if this policy replaces earthquake insurance that excludes loss or damage that occurs after the expiration of the policy we will pay for loss or damage by Earthquake or Volcanic Eruption that occurs on or after the inception of this insurance, if the series of Earthquake shocks or Volcanic Eruptions began within 168 hours prior to the inception of this insurance.

D. To the extent that Exclusion B.1.b. Earth Movement might conflict with coverage provided under this endorsement, that exclusion does not apply.

E. Paragraph D. Deductibles is replaced by the following for Earthquake and Volcanic Eruption:

D. Deductibles

1. We will subtract a sum from the amount of loss or damage in any one occurrence.

a. The sum we subtract from each separate item will be a percentage of its value. The applicable percentage is shown in the Declarations.

b. This Deductible applies separately to the following:

- (1) Each building or structure;
- (2) The contents of each building or structure; and
- (3) Personal property in the open.

Example:

When:

The value of the property is	\$100,000
The Earthquake Deductible is	5%
The amount of loss is	\$ 20,000
Step (a): $\$100,000 \times 5\% =$	\$5,000
Step (b): $\$20,000 - \$5,000 =$	\$15,000

The most we will pay is \$15,000. The remaining \$5,000 is not covered because of the Deductible.

2. No deductible applies to the following Additional Coverages:

- a. Business Income;
- b. Extra Expense; and
- c. Civil Authority.

F. The following is added to Paragraph C. Limits Of Insurance:

The applicable Building and/or Business Personal Property Limit Of Insurance shown in the Declarations that applies to coverage under this endorsement also applies to the Business Income and Extra Expense Additional Coverages.

You may elect to purchase terrorism insurance coverage



No action is required if you do not want to add this coverage

American Family Insurance Company
6000 American Parkway
Madison WI 53783

For customer service and claims service
24 hours a day, 7 days a week

1-800-MY AMFAM (1-800-692-6326)
amfam.com

Policy number	Renewal date
91002-89443-72	1/1/2024

The Terrorism Risk Insurance Reauthorization Act (TRIA) of 2015 was signed into law in January, 2015. This law extended the Terrorism Risk Insurance Program, which is effective through 2020. To comply with the provisions of TRIA and guidelines of the United States Treasury, we are enclosing a new Terrorism Insurance Coverage and Disclosure of Premium form. This disclosure contains the updated provisions of the 2015 reauthorization of the federal program. The premium rate is unchanged.

Under this program, you have a right to purchase insurance coverage for loss resulting from "Certified Acts of Terrorism," as defined by TRIA. Our records indicate you have not elected to purchase this coverage on the policy listed above. If you do not wish to change your current election, no further action is required.

If you want to add coverage for Certified Acts of Terrorism, complete the Coverage Options section on page 2 of the enclosed Disclosure Form, sign, date and return the attached form. Please use one of the following methods to return the form:

- Mail: Use the enclosed addressed envelope or mail to American Family Insurance Company, 6000 American Parkway, Madison, WI 53783-0001.
- Fax*: 1-866-656-1032 or 1-866-656-1033.

An additional premium will be charged. The premium cost is shown on page 2 of the Disclosure Form. We will endorse the coverage to your policy, effective on the renewal date indicated above.

All other terms and conditions of your policy remain unchanged.

Thank you again for being our customer. If you have questions about this notice, please contact your agent listed below.

Commercial Lines
1-800-MY AMFAM (1-800-692-6326), ext. 76000

American Family Insurance Company

Your American Family Agent is:

Hunter & Associates LLC

shunter2@amfam.com

17125 BOONES FERRY RD
Lake Oswego OR 97035-5213
503-924-2200

* Before choosing to FAX the completed form, please note:

Data transmitted by FAX cannot be guaranteed to be secure, timely, or free from computer virus or other damaging code. American Family takes great pride in ensuring a positive customer experience and takes great care to keep your personal data secure. By submitting the completed form by FAX, you acknowledge that American Family cannot ensure or guarantee that any information transmitted will be secure.

OFFER OF TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM



American Family Insurance Company
6000 American Parkway
Madison WI 53783

For customer service and claims service
24 hours a day, 7 days a week

1-800-MY AMFAM (1-800-692-6326)
amfam.com

Thank you for insuring with American Family Insurance. This notice provides you with important information about the Terrorism Risk Insurance Program Reauthorization Act of 2019. Please read the information below about the Act and notify American Family if you wish to change your previous decision regarding acceptance or rejection of the coverage for certified acts of terrorism.

Some Background

On Nov. 26, 2002, President Bush signed the Terrorism Risk Insurance Act into law, which requires insurance carriers to make coverage available to policyholders for losses due to "certified acts of terrorism". This Act has been reauthorized since then, and the latest reauthorization occurred in December of 2019 when President Trump signed the Terrorism Risk Insurance Program Reauthorization Act of 2019 into law. The most recent reauthorization extends the current program through December 31, 2027.

As an American Family customer, you have the right, under the recently reauthorized Act, to purchase insurance coverage for losses resulting from "certified acts of terrorism", which are defined as: any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism. The criteria contained in that law for certifying an act of terrorism includes the following:

- The act is a violent act or an act that is dangerous to human life, property or infrastructure;
- The act results in aggregate property and casualty insurance losses in excess of \$5 million; and
- The act 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.

Further Explanation

Where coverage is provided under the Act for losses resulting from "certified acts of terrorism", such losses may be partially reimbursed by the United States Government as established by the Act. You should also understand that your policy may contain exclusions (not part of the Act) that might affect your coverage. For example, if a "certified act of terrorism" occurs and results in damage that you're not covered for under other portions of your policy, the terrorism coverage may not apply to the loss because you need to have underlying coverage to qualify for a "certified act of terrorism" loss covered by the Act.

You should also be aware that the reauthorized Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" to \$100 billion per calendar year. What this means is, if the combined insured losses for all insurers exceeds \$100 billion, your coverage may be reduced due to the cap.

Per the Act, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by American Family Insurance. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

Disclosure Of Premium

Location	Premium Charge for Certified Acts of Terrorism		*Fire Following Exposure charge of the total property premium
	charge of the total property premium	charge of the total liability premium	

* Please note the following coverage exception that may apply based on policy type and location state.

Certain states have mandated that even if you elect to reject the "certified acts of terrorism" coverage, your rejection does not apply to fire losses resulting from an act of terrorism, and the coverage in your policy for such fire losses will continue. Therefore, the "Fire Following Exposure" charge (listed in the chart above) applies in this case.

For Businessowners Policies, the following states mandate coverage for fire losses that result from acts of terrorism - Arizona**, Georgia, Illinois, Iowa, Missouri, Oregon, Washington*** and Wisconsin.

** For Arizona locations, this exception applies to building coverage being provided for 1-4 unit dwellings.

*** For Washington locations, if you elect not to purchase terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism and the coverage in your policy for such fire losses will continue.

TERRORISM INSURANCE COVERAGE OPTIONS

Our records indicate you previously elected not to purchase coverage for "certified acts of terrorism" for the policy referenced above. If you do not wish to make any changes regarding this coverage will continue to be excluded throughout the renewal term of your policy.

However, if you want to add coverage for "certified acts of terrorism," please indicate your decision to accept coverage for "certified acts of terrorism" by:

1. Checking the box below;
2. Signing this notice; and
3. Returning this notice in the provided envelope.

I wish to purchase coverage for "certified acts of terrorism." I understand that as a result, I will be charged an additional premium for adding coverage for "certified acts of terrorism" to this policy.

If you choose to purchase coverage for "certified acts of terrorism", you must notify us before your policy's effective date by signing and returning this notice in the enclosed envelope. (Exception: If we send you a new disclosure form after your policy's effective date, and you wish to change your election, we will endorse your policy to reflect your new coverage election.)

Your decision to accept coverage for "certified acts of terrorism" applies to the term of this policy. You will receive an offer and disclosure at each renewal as required by the Act.

Only if you are accepting coverage for "certified acts of terrorism", please sign and return this notice.

Insured's Signature		
Named Insured Murray Park Condominiums Association Of Unit Owners		Date
Policy Number 91002-89443-72	Producer ID 5638	Policy Expiration Date 01/01/2024

OFFER OF TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM



American Family Insurance Company
6000 American Parkway
Madison WI 53783

For customer service and claims service
24 hours a day, 7 days a week

1-800-MY AMFAM (1-800-692-6326)
amfam.com

NOTICE OF USE OF LOSS HISTORY REPORTS

American Family Insurance orders loss history reports when reviewing a person's application for property insurance. American Family may have ordered a loss history report when you were provided a quote for insurance. If not, our processors will order and review your loss history before issuing a policy. This notice explains what a loss history report is, how American Family uses it, and who to contact for more information about your report.

What is a loss history report?

A loss history report is a report that enables insurers to review prior property claim information. American Family acquires these reports from a vendor. The information is used to evaluate an individual's risk of future claims. The reports contain information about an individual's past five years of personal property losses, and include claims information such as the date of the loss, type of loss, and the amount paid.

How does American Family use loss history reports?

We use loss history reports, along with a variety of other information, to help determine eligibility and to rate the risk of an individual who is applying for property insurance coverage. Information in the report may result in a decision to charge a higher premium or to not insure an applicant.

How often does American Family review loss history reports?

We review loss history reports at the time of application for property insurance coverage with us. We do not order new loss history reports when a policy renews, but we may consider the information from the original loss history report at the time of renewal.

How do I get additional information about my loss history report?

American Family uses the vendor LexisNexis for loss history reports. You may request a copy of your report (called a C.L.U.E. report) at www.consumerdisclosure.com, or by calling (800) 456-6004. You may order one free copy of the report per 12-month period. You are also entitled to a free copy of your report if an insurance company takes an adverse underwriting decision against you based on your loss history.

If you believe that your property report is incorrect you may contact LexisNexis' Consumer Center online at www.consumerdisclosure.com or by calling (800) 456-6004. LexisNexis will verify the information with the reporting insurance company and notify you of the results within 30 days.

FACTS

WHAT DOES AMERICAN FAMILY INSURANCE DO WITH YOUR PERSONAL INFORMATION?



Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit based insurance scores
- Drivers license records and claims history

When you are no longer our customer, we continue to share your information as described in this notice.

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Family Insurance chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does American Family Insurance share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing Call 1-888-312-2263 – when prompted you will be asked to provide your first name, middle initial (if applicable), last name, address, city, state and at least one of your policy numbers. Please also indicate if you are requesting to limit sharing for others on your policies. Please indicate their full names.

Please note:

If you are a new customer, or receiving this notice from us for the first time, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions? Please go to our website at www.amfam.com/privacy-security

Who we are

Who is providing this notice? This privacy notice is provided by American Family Mutual Insurance Company, S.I. and the affiliates as listed under the "Other important information" section of this notice (referred to collectively as "American Family Insurance").

What we do	
How does American Family Insurance protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Family Insurance collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Apply for insurance • Pay insurance premiums • File an insurance claim • Give us your contact information • Use your credit or debit card
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)
What happens when I limit sharing for an account I hold jointly with someone else?	Your limit-sharing request will only apply to the names received in your request.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • The affiliates of American Family Mutual Insurance Company, S.I. include the companies identified under the "Other important information" section of this notice, and other affiliated companies within Homesite Group Incorporated and PGC Holdings Corp.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates we share with can include our sales agents, mortgage companies and direct marketing companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include other financial services companies and insurance companies.

Other important information	
For Nevada residents only.	
You have the right to place your telephone number on American Family Insurance's internal do not call list, which means we can contact you by telephone only in response to a specific request from you for information or in order to service any existing American Family Insurance business. For additional information about the Nevada do not call requirements, or to add your telephone number to our internal do not call list, contact American Family Insurance at 1-877-216-9232. For information on the Nevada state do not call law, contact the Nevada Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Ste. 3900, Las Vegas, NV 90101, Phone: 1-702-486-3132, email: BCPINFO@ag.state.nv.us	
For Vermont residents only.	
We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.amfam.com/privacy-security or call 1-800-692-6326.	
For Georgia residents only.	
NOTICE: The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.	
For New Mexico residents only.	
We are prohibited from disclosing information related to domestic abuse. In New Mexico an individual has certain rights as a Protected Person under N.M. Admin Code 13.7.5 and N. M. S. A 1978, § 59A-16B-4. If you would like to exercise any of those rights or want an explanation of those rights, please contact American Family Insurance at 1-800-MYAMFAM ext. 78082.	

Other important information – continued

For our customers in AK, AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, SC and VA only.

You have the right to review information in your file. You may do so by writing to us at the address at the end of this section and providing us with your complete name, address, date of birth, and all policy numbers under which you are insured. Within 30 days of receipt of your request, we will contact you and inform you of the nature of recorded information that can be reasonably located and retrieved about you in our files. If you believe there is information in our file that is incorrect, you have the right to notify us and request that it be corrected, amended or deleted from your file. Use this address for requesting information in your file or for questions about the information in your file: **American Family Insurance, Attn: Consumer Affairs Department, 6000 American Pkwy., Madison, Wisconsin 53783-0001.**

American Family Insurance Legal Entities:

In addition to American Family Mutual Insurance Company, S.I., this privacy notice is provided by the following companies, which are all affiliates of American Family Mutual Insurance Company, S.I.: American Standard Insurance Company of Wisconsin, American Family Life Insurance Company, American Family Brokerage, Inc., American Family Insurance Company, American Standard Insurance Company of Ohio, and Midvale Indemnity Company. All companies are collectively referred to as "American Family Insurance" in this notice.