

Bell Endorsement & Crisis Management

PHLY HAS INCREASED LIMITS...

PHLY has increased limits on Bell Endorsement and created a Crisis Management Endorsement that will be attached to our policies.

Bell Endorsement

\$50,000 Identity Theft Expense – coverage which reimburses the expenses of any director or officer who becomes a victim of an incident of identity theft.

\$50,000 Terrorism Travel Reimbursement – which covers any director or officer for emergency travel expenses that he or she incurs in the event of a “certified act of terrorism”.

\$50,000 Emergency Real Estate Consulting Fee – coverage for realtor’s fee or real estate consultant’s fee necessitated by the Insured’s need to relocate due to the “Unforeseeable destruction” of the Insured’s principal location.

\$25,000 Temporary Meeting Space Reimbursement – coverage for rental of meeting space which is necessitated by the temporary unavailability of the Insured’s primary office space due to the failure of a climate control system, or leakage of a hot water heater.

\$50,000 Workplace Violence Counseling – in the event that a violent incident occurs at any of the Insured’s premises.

\$50,000 Kidnap Expense – coverage for reasonable fees incurred as a result of the kidnapping of a Director or Officer or their spouse, “domestic partner,” parent or child.

\$50,000 Key Individual Replacement Expenses – coverage for the Chief Executive Officer or Executive Director who suffers an “injury” which results in the loss of life. No deductible applies to this coverage.

\$50,000 Image Restoration and Counseling – coverage for image restoration and counseling arising out of “Improper Acts.”

Crisis Management

\$25,000 Crisis Management – coverage for “crisis management emergency response expenses” incurred because of an “incident” giving rise to a “crisis.”

Bell and Crisis Management Endorsements State Exceptions: All coverages and limits are not available in all states due to state insurance regulations, for AK, FL, HI, IL, MA, MO, NH, NY, PA, TX, and VA refer to actual endorsements.

Philadelphia Insurance Companies is the marketing name for the insurance company subsidiaries of the Philadelphia Consolidated Holding Corp., a Member of the Tokio Marine Group. Coverage(s) described may not be available in all states and are subject to Underwriting and certain coverage(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.

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Making Things Easier for You!

PHLY CUSTOMER SERVICE

Did you know...

- PHLY has a dedicated National Processing Center to efficiently and effectively process endorsements
- The Loss Assistance Hotline provides Management & Professional Liability policyholders with 2 FREE HOURS of legal consultation with knowledgeable attorneys on any matter that could potentially result in a claim under a PHLY policy
- You can review billing and payment history online
For example: Payment verifications go to My PHLY on PHLY.com
- You can pull up and print your invoices and policy documents online
- You can update your profile online
For example: Billing address changes and contact information
- We offer live help within seconds: No complicated phone systems
- 97.3% of our policyholders would refer us to prospective customers*
- 48 hour turnaround time on small business quotes and policy issuance in less than 10 days
- We provide interest free installments for accounts that generate at least \$2,000 in premium

Frequently Asked Questions

How can I get information about my insurance?

There are 5 different ways to contact Customer Service

- Customer Service 877.438.7459
- Customer Service Fax 866.847.4046
- Customer Service Email: custserv@phlyins.com
- Customer Service Online chat
- PHLY.com – “Contact Us”

When can I contact Customer Service?

Customer Service is available Monday - Friday 8:30 am - 8:00 pm EST

What forms of payment does PHLY accept?

PHLY accepts 3 forms of payment:

- Checks sent to the lock box
- Check by phone payments through our IVR (877.438.7459 – Option 1), web site, or contact center representatives
- Credit card payments through our live contact center representatives (Visa, MasterCard and American Express)

Claims

- Average policyholder first party automobile losses settled in 10 days or less
- Same or next business day acknowledgements of newly reported and opened claims
- Claims representation nationally, with Commercial Liability Claims Examiner Niche expertise
- 24/7 Claims Service. Staff efficiencies with paperless and industry leading systems
- Staff of Subrogation and Recovery Examiners exclusively dedicated to recovery efforts for policyholder paid losses
- Experienced, consistent staff and department structure

Loss Control

- Product specific web-based loss control solutions through PHLY.com
- Free online interactive Defensive Driver Training course and examination
- Regular e-flyer communications on current Loss Control issues and Large Loss Lessons Learned
- Strategic partnership with best in class vendor for discounted background & motor vehicle record (MVR) checks

Automatically included on most accounts

PHLY Bell endorsement - Includes \$50,000 limits each for Business Travel Accident Benefit, Donation Assurance, Emergency Real Estate Consulting Fee, Identity Theft Expense, Image Restoration and Counseling, Key Individual Replacement Expenses, Kidnap Expense, Terrorism Travel Reimbursement, Workplace Violence Counseling. \$25,000 limits for each Conference Cancellation, Fundraising Event Blackout, Political Unrest (\$5,000 per employee), Temporary Meeting Space Reimbursement and \$1,500 Travel Delay Reimbursement.

Honors, Awards and Ratings

- Nationally recognized as a member of Ward's Top 50 Benchmark group of Property/Casualty Insurance companies for outstanding achievement in the areas of financial strength, claims performance and consistently favorable underwriting results
- Forbes Magazine has recognized Philadelphia Insurance Companies as one of the 400 Best Big Companies in America
- A++ (Superior) rated by A.M. Best Company
- A+ rated by Standard & Poor's for counterparty credit and financial strength
- Business Insurance's Best Places to Work in Insurance program identifies and recognizes Philadelphia Insurance Companies as a high-quality workplaces in the commercial insurance industry.

A Passion for Service!

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*All statistics contained herein were generated via an internal company survey of active policy holders.



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PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Proposal Date: 03/22/2012
Quotation Number: 6035337

Named Insured: Volunteers and Friends of The Boston

The premium shown is subject to the following terms and conditions:

PLEASE REVIEW THIS PROPOSAL FOR ANY CORRECTIONS TO COVERAGES, LIMITS OR GENERAL INFORMATION

Property:

Please see the Property Endorsement list.

Our Elite Property Enhancement PI-EPE-HS and PI-BELL-1 Endorsements are included.

General Liability:

Please see the GL endorsement list.

Abuse and Molestation coverage is excluded. (CG 2146)

Our GL Deluxe Endorsement (PI-GLD-HS) is included. PLEASE NOTE: VARIOUS PEOPLE/ORGANIZATIONS INCLUDED UNDER THIS FORM AS ADDITIONAL INSUREDS. ALSO NOTE THAT THIS FORM INCREASES DAMAGE TO PREMISES RENTED TO YOU LIMITS TO \$1,000,000 AND MEDICAL PAYMENT LIMITS TO \$20,000.

BLANKET FUND RAISING EVENTS COVERAGE (PI-SE-001) IS INCLUDED EXCEPT FOR EVENTS THAT ARE LISTED ON THIS FORM. WE REQUIRE A COMPLETED SPECIAL EVENTS QUESTIONNAIRE FOR THOSE EVENTS. PLEASE NOTE THAT ADDITIONAL INSUREDS ARE INCLUDED AUTOMATICALLY AS RELATED TO YOUR SPECIAL EVENT.

UNDERWRITING RETAINS THE RIGHT TO DECLINE EVENTS THAT FAIL TO MEET OUR UNDERWRITING STANDARDS.

Terrorism:

We are offering Terrorism coverage in connection with the Federal Terrorism Act of 2002 for all business effective August 1, 2003 and after. This proposal includes a charge for Terrorism coverage. Attached to the proposal is a "Disclosure Notice of terrorism Insurance Coverage Rejection Option". Please review and pay



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The premium shown is subject to the following terms and conditions:

particular attention to the paragraph marked "EXCEPTION".
You, as the insured, have 30 days after receipt of this notice to consider the selection/rejection of "terrorism" coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.

If you have property coverage on your policy, this state does not permit an insured to reject fire ensuing from terrorism. Therefore, if you reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.



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The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

No coverage is afforded or implied unless shown in this proposal.

This proposal does not constitute a binder of insurance.

This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.

Signature of Authorized Insurance Representative

Date

Policy Number: 6035337 Named Insured: Volunteers and Friends of The Boston

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PHILADELPHIA INSURANCE COMPANIES DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as *defined in Section 102(1) of the Act*. The term “act of terrorism” means any act that is certified by the Secretary of Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. INFORMATION FOR 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.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS THE \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an “X” in the box below.

NOTE 1: If “included” is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

NOTE 2: You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

EXCEPTION: If you have property coverage on your policy, the following Standard Fire Policy states do not permit an Insured to reject fire ensuing from terrorism: CA, CT, GA, HI, IA, IL, ME, MO, NJ, NY, NC, OR, RI, VA, WA, WV, WI. Therefore, if you are domiciled in the above states and reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.

	<p>I decline to purchase terrorism coverage. I understand that I will have no coverage for losses arising from ‘certified’ acts of terrorism, EXCEPT as noted above.</p>
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You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of “terrorism” coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.

REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)
 The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

INSURED’S SIGNATURE _____
 DATE _____



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LOCATION SCHEDULE

Loc #	Bldg #	Address #1	Address #2	City	St	Zip
0001	0001	30 Shipyard Dr	Ste 202	Hingham	MA	02043-1601



FORM SCHEDULE

Form	Edition	Description
CSNotice-1	1011	Making Things Easier
BJP-190-1	1298	Commercial Lines Policy Jacket
CPD-PIIC	0107	Common Policy Declarations
Location Schedule	0100	Location Schedule
PP 0701	0701	Privacy Policy Notice
PI-BELL-1 MA	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0952	0308	Cap on Losses From Certified Acts of Terrorism
IL0985	0108	Disclosure Pursuant to Terrorism Risk Insurance Act
IL0986	0308	Excl of Certified Acts of Terrorism Involving Nuclear
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	1207	Commercial General Liability Coverage Form
CG0068	0509	Recording and Distribution of Material or Information
CG2146	0798	Abuse Or Molestation Exclusion
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0108	Cap on Losses From Certified Acts of Terrorism
CG2184	0108	Exclusion of Certified Nuclear, Biological, Chemical
CG2402	1204	Binding Arbitration
PI-GLD-HS	1011	General Liability Deluxe Endorsement: Human Services
PI-SE-001	1205	Fund Raising Events Endorsement
CP P 006	0906	MA-Exclusion of Loss Due to Virus or Bacteria
CP P 011	0808	Water Exclusion Endt Advisory Notice to Policyholders
PI-Mold-Notice-MA	0906	Limited Coverage for Fungus/Mold, Wet and Dry Rot
Property Dec	0100	Property Declarations
Property Schedule	0100	Property Supplemental Schedule
CP0010	0607	Building and Personal Property Coverage Form
CP0030	0607	Business Income (And Extra Expense) Coverage Form
CP0090	0788	Commercial Property Conditions
CP0109	1000	Massachusetts Changes
CP0176	0906	MA-Exclusion of Loss Due to Virus or Bacteria
CP1030	0607	Causes of Loss - Special Form
CP1032	0808	Water Exclusion Endorsement
CP1064	0906	Massachusetts - Fungus, Wet Rot, Dry Rot, and Bacteria
PI-EPE-HS	0609	Elite Property Enhancement: Human Services



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FORM SCHEDULE

Form	Edition	Description
PI-NP-007	0401	Loss of Income Due to Workplace Violence



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GENERAL LIABILITY

Total: \$ 462.00

Each Occurrence Limit	1,000,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other Than Products – Completed operations)	2,000,000
Products/Completed Operations Aggregate Limit	2,000,000
Rented to You Limit	100,000
Medical Expense Limit (Any One Person)	5,000

Classifications	Class Code	Premium Base	Prem/Op BI/PD Ded	Products BI/PD Ded	Exposure	Premium
MASSACHUSETTS						
LOC 1 BLDG/PREMS-OFFICE-NOC-NFP	61227	AREA	NONE	INCL	1,200	420.00
LIABILITY DELUXE	44444					42.00



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PROPERTY

Total: \$ 163.00

Prem-Bldg	Coverage	Limit of Insurance	Cause of Loss Form	Coins	AV Ind	Wind/Hail	Blkt No.	Ded	Premium
0001-001	Business Pers Property Property Elite	10,000	Special	100%		500		500	155.00 8.00

*(5) 10% or \$5,000 minimum deductible if Earthquake coverage is listed above

SPECIAL EVENTS AND SPORTS & RECREATION ACCIDENT MEDICAL INSURANCE PROGRAMS



Accidents aren't supposed to happen..... BUT THEY DO



Special Markets Insurance Consultants, Inc.

2615 Post Road

Stevens Point, WI 54481

Phone: (800) 727-7642

Fax: (715) 344-6126

information@specialmarkets.com

www.specialmarkets.com

No matter how many precautions you take, there are at times no way to avoid accidents. That's why the Special Events and Sports & Recreation Accident and Medical Insurance Programs make so much sense – it provides valuable benefits at affordable rates.

Special Events and Sports & Recreation Accident and Medical Program Description

This program provides Excess Accident Medical Protection to all participants of the insured activities. Coverage protects insureds while participating in the insured activities and traveling to, during and after such activities as a member of a group in transportation furnished and arranged by the Policyholder.

Types of Risks We Insure

Youth and Adult Sports Teams and Leagues
 Community Service Groups and Clubs
 Park and Recreation Programs
 Recreation Clubs & Activities
 Sports Camps & Clinics
 Volunteers



Youth Summer Camps
 Sports Associations
 Recreation Camps
 Church Groups
 Child Care Centers
and more

Types of Activities We Insure

Aerobics
 Archery
 Badminton
 Band Competitions
 Baseball
 Basketball
 Baton Twirling
 Bowling, Boxing
 Cheerleading
 Cricket
 Cross Country
 Dance
 Diving
 Drill Team
 Field Hockey
 Fencing
 Football (Contact & Non Contact)
 Golf
 Gymnastics
 Handball
 Ice Hockey
 Ice Skating
 Inline Hockey

Judo
 Karate
 Lacrosse
 Marching Exhibitions
 Martial Arts
 Pom Pom
 Racquetball
 Rifle/Skeet/Trap
 Rowing
 Rugby
 Sailing
 Skateboarding
 Skiing
 Soccer
 Softball
 Speed Skating
 Squash
 Swimming
 Tennis
 Track and Field
 Ultimate Frisbee
 Volleyball
 Weightlifting
 Wrestling



Coverage Options

Choose Full Excess – if you want benefits to be payable for eligible expenses that are in excess of benefits paid to the insured by any other Health Care Plan. In the event no other health insurance exists, benefits will be payable on a primary basis.

Choose Primary Excess – if you want benefits to be payable for the first eligible expenses incurred up to the primary dollar amount you select - \$100, \$300, or \$500. Additional eligible expenses will be payable only when they exceed the amounts paid by any other Health Care Plan. In the event no other health insurance exists, benefits will be payable on a primary basis.

Program Limits – Accident Medical

Medical Maximum per Injury	\$ 25,000
Deductible(s)	\$ 0 - \$500

Reasonable covered expenses are payable in full subject to the medical maximum and the following limitations:

- Hospital Room and Board – Semi-private room rate.
- Dental – Reasonable Expenses per sound and natural tooth.
- Outpatient Physical Therapy – Reasonable Expense.
- Outpatient Orthopedic Appliances and Braces – Reasonable expenses.
- Coverage up to one year from date of injury for Medical Benefits.

Accidental Death & Dismemberment Benefits

- | | |
|-----------------------------------|-----------|
| • Accidental Death – Loss of Life | \$ 15,000 |
| • Accidental Double Dismemberment | \$ 50,000 |
| • Accidental Single Dismemberment | \$ 25,000 |

Overnight Camps can also obtain up to \$1,000 of coverage for eligible expenses resulting directly from a covered sickness while a camper is participating in an overnight camp. Overnight camping must be greater than 24 hours and the first eligible expense must be incurred within 30 days of the onset of the covered sickness. All expenses must be incurred within one year thereafter.

General Exclusions

No coverage is provided for: (a) suicide, attempted suicide or intentionally self-inflicted injury while sane or insane (in Missouri, while sane only); (b) Injuries caused by an act of declared or undeclared war; (c) Injuries received while in the armed service (upon notice to us of entry into an armed service, the pro rata premium will be refunded); (d) Injuries received while acting as a pilot or crew member; (e) Injuries resulting from air travel, except while as a passenger for transportation only; (f) Injuries resulting from the Insured's engagement in or attempt to commit a felony or being engaged in an illegal occupation; (g) Injuries received while under the influence of any controlled substance, unless administered on the advice of a Legally Qualified Physician; (h) Injuries received while Intoxicated as specifically defined in this provision; or (i) Injuries sustained while traveling other than as specifically stated in this provision; (j) the cost of eyeglasses, contact lenses or examinations for either; (k) the cost of dental treatment, except as specifically provided for Injuries to sound, natural teeth; (l) Injuries covered by workers' compensation or employer's liability laws; or (m) prescription drugs.

IMPORTANT NOTICE: This information is a brief description of the benefits and features provided by Mutual of Omaha Insurance Company. It is not a contract. Full terms and conditions, including benefits, limitations, and exclusions are set forth in policy form T5MP. All products described herein may not be available in all states. Please contact Special Markets Insurance Consultants, Inc. for the availability of coverage in your state.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ELITE PROPERTY ENHANCEMENT: HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM**

I. Schedule of Additional Elite Enhancement Endorsement Coverages and Limits

The following is a summary of increased Limits of Insurance and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of your policy.

Coverage Applicable	Limit of Insurance	Page #
Foundations	Included	3
Business Personal Property	Within 1600 feet	4
Fire Department Service Charge	\$50,000	4
Pollutant Clean Up and Removal	\$50,000	4
Emergency Vacating Expense	\$25,000	4
Automated External Defibrillators (AEDs)	\$5,000	5
Lease Cancellation Moving Expenses	\$5,000	5
Joint or Disputed Loss Agreement	Included	5
Green Consultant Expense Coverage	\$5,000	7
Newly Acquired or Constructed Property	180 Days	7
Personal Effects	\$50,000	8
Property of Others	Various	8
Valuable Papers and Records	\$100,000	8
Property Off-Premises, Including Stock	\$500,000	8
Property at Conventions, Fairs, Exhibitions or Special Events	\$100,000	9
Outdoor Property	\$50,000	9
Garages/Storage Sheds	\$5,000	9
Retaining Walls	\$10,000	9
Accounts Receivable	\$100,000	10
Business Income and Extra Expense	\$300,000	11
Residential Room Reserve	\$100,000	12
Fire Extinguisher Recharge	\$25,000	12
Lock Replacement	\$10,000	12
Reward Reimbursement	\$50,000	12
Inventory and Appraisals of Loss	\$50,000	13
Ordinance or Law-Undamaged Portion of the Building	Building Limit	13
Ordinance or Law-Demolition Cost	\$500,000	
Ordinance or Law-Increased Cost of Construction	\$500,000	
Spoilage	1600 feet, \$50,000	15
Pair, Sets or Parts	Amended	15
Fine Arts	\$50,000	16
EDP Equipment and Media	\$10,000	17
Damage to Property of Home Care Provider	\$50,000	20
Mobile Medical Equipment	\$15,000	20
Vacancy Clause Modification	90 Days	20
Earthquake Sprinkler Leakage	\$30,000	20

Coverage Applicable	Limit of Insurance	Page #
Dampness/Extremes of Temperature	Exclusion removed	21
Furs	\$10,000	21
Precious Metals	\$25,000	21
Water Coverage	\$30,000	21
Property in Transit (Includes Common Carrier)	\$100,000 (\$10,000)	22
Off Premises Power Failure	\$50,000	22
Extended Business Income	180 Days	23
Utility Services (Business Income (and extra expense) Coverage)	Included	23

II. Elite Enhancement Endorsement Conditions

A. Applicability of Coverage

Coverage provided in forms attached to your policy is amended by this endorsement where applicable. If two or more coverages apply to the same loss or damage, the broader coverage and only the broader coverage, will apply.

B. Limits of Insurance

1. When coverage is provided by this form and another coverage form attached to this policy, the greater Limits of Insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy.
2. Limits of Insurance identified herein are not excess of, nor applicable in addition to, Limits of Insurance provided by the coverage or Cause of Loss forms applicable to this endorsement, unless otherwise stated.
3. Coverage is considered to be on an occurrence basis (not on a per location basis).
4. The deductible listed in the Property Declarations will apply unless specific deductible provisions are set forth under any coverage enhancement.

C. Adjusters' Fees

Coverages provided herein are not applicable to the generation of fees you may incur by retaining a public adjuster or appraiser.

D. Applicability of Exclusions

Specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage enhancement.

E. Requirement for Covered Cause of Loss

Except where a specific Covered Cause of Loss is identified in this coverage enhancement, coverage for the losses described herein are applicable only for Covered Causes of Loss as designated in the Causes of Loss Form attached to the policy.

F. Other Insurance

If there is other insurance under a separate policy covering the same loss or damage as provided for in this coverage enhancement, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, regardless of whether you are able to collect. However, we will not pay more than the applicable Limit of Insurance.

III. The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** Section **A. Coverage** is amended as follows:

A. Foundations

1. **Covered Property** is amended to include the following:

Foundations of buildings, structures, machinery or boilers if their foundations are below the lowest basement floor; or the surface of the ground, if there is no basement.

2. Property Not Covered

g. is deleted.

B. Business Personal Property

1. b. Covered Property the first paragraph is amended to:

Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1600 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the YOUR BUSINESS PERSONAL PROPERTY – SEPARATION OF COVERAGE form.

IV. The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 4. Additional Coverages** is amended as follows:

c. Fire Department Service Charge

The Limit of Insurance for this Additional Coverage is increased to \$50,000.

d. Pollutant Clean Up and Removal

The Limit of Insurance for this Additional Coverage is increased to \$50,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

V. The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 4. Additional Coverages**, the following are added:

A. Emergency Vacating Expense

1. The coverage provided by this policy is extended to apply to the reasonable expenses that you incur in the “emergency” vacating of the premises of your facility described in the Declarations, provided that vacating is necessary due to an “emergency” situation resulting from a Covered Cause of Loss.
2. “Emergency” will mean imminent danger arising from an external event or a condition in the facility which would cause loss of life or harm to occupants.
3. We will not pay for any expenses under this Extension arising out of:
 - a. A strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority;
 - b. A planned vacating drill; or
 - c. The vacating of one or more patients or residents that is due solely to their individual medical condition.
4. The most we will pay for Emergency Vacating Expenses in any one occurrence under this Extension is \$25,000. The deductible for Emergency Vacating Expenses is \$250 per occurrence.

No other exclusions in your policy apply to this Extension. However, specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage

enhancement.

B. Automated External Defibrillators

We will pay for direct physical loss or damage to automated external defibrillators (AEDs) at the premises described in the Declarations. The most we will pay for loss or damage under this coverage is limited to \$5,000 for any one occurrence, which is in addition to the Business Personal Property Limit stated in the Declarations.

C. Lease Cancellation Moving Expenses

The Company will reimburse the Insured any moving expenses necessitated by the Insured's need to relocate due to the cancellation of the lease at the insured's premises listed on the Declarations page during the policy period, provided that the lease cancellation occurs as a result of a Covered Cause of Loss. The limit for this coverage will be \$5,000 per policy period for all Insureds combined. No deductible applies to this coverage.

D. Joint or Disputed Loss Agreement

1. This coverage is intended to facilitate payment of insurance proceeds when:
 - a. Both a boiler and machinery policy and this commercial property policy are in effect;
 - b. Damage occurs to Covered Property that is insured by the boiler and machinery policy and this commercial property policy; and
 - c. There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.
2. This coverage does not apply if:
 - a. Both the boiler and machinery insurer(s) and we do not admit to any liability; and
 - b. Neither the boiler and machinery insurer(s) nor we contend that coverage applies under the other insurer's policy.
3. The provisions of this coverage apply only if all of the following requirements are met:
 - a. The boiler and machinery policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this endorsement;
 - b. The damage to the Covered Property was caused by a loss for which:
 - (1) Both the boiler and machinery insurer(s) and we admit to some liability for payment under the respective policies; or
 - (2) Either:
 - (a) The boiler and machinery insurer(s) does not admit to any liability for payment, while we contend that:
 - (i) All liability exists under the boiler and machinery policy; or

- b. If any of the circumstances described in Paragraph **3.b.(2)** exist, then the boiler and machinery insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this endorsement.
- c. You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the boiler and machinery insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

6. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which liquidated damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

E. Green Consultant Expense Coverage

In the event of a total loss to a covered building due to a covered cause of loss, and the building has been replaced and rebuilt as a LEED[®] (Leadership in Energy and Environmental Design) Certified Green Building, the company will reimburse the Insured up to \$5,000 for the service of a consultant for the design of the structure.

Prior to payment, construction of the replaced building must be completed and have a minimum of Silver Rating Level LEED[®] Green Building certification.

VI. The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 5. Coverage Extensions** is amended as follows:

A. Newly Acquired or Constructed Property

(3) Period Of Coverage is deleted in its entirety and replaced with the following:

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

B. Personal Effects and Property of Others is deleted in its entirety and replaced with the following:

You may extend the insurance that applies to Your Personal Property to apply to:

- (1) Personal effects owned by you, your volunteers, your officers, your partners or your employees. The most we will pay for loss or damage under this extension is \$50,000 at each described premises.
- (2) Personal Property of others in your care, custody or control. The most we will pay for loss or damage under this Extension is \$50,000 for personal property other than money and securities of residents or clients, or \$5,000 for money and securities at each described premises of residents or clients. However, we will not pay more than \$10,000 for loss or damage to the personal property other than money and securities of any one resident or client, or \$500 for loss of money and securities of any one resident or client.
- (3) We will not pay for loss or damage in any one occurrence under this Extension until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable limit of insurance under this Extension. No other deductible applies to this extension.
- (4) Under this Extension, the value of your residents' or clients' money and securities will be calculated as the smaller of the following:
 - (a) The cost to replace the money or securities at the time of loss; or
 - (b) The actual cash value of the money or securities at the time of loss.

However, at your option, the cost of replacing securities may be calculated using the market value of the securities at the time the claim is settled.

C. Valuable Papers And Records (Other Than Electronic Data)

1. You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records, including those which exist on electronic or magnetic media, for which duplicates do not exist.
2. Under this Extension, the most we will pay to replace or restore the lost information is \$100,000 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

D. Property Off-Premises, Including Stock

1. You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - a. Temporarily at a location you do not own, lease or operate;
 - b. In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or

- c. At any fair, trade show or exhibition.
2. This Extension does not apply to property:
 - a. In or on a vehicle; or
 - b. In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
 3. The most we will pay for loss or damage under this Extension is \$500,000. The most we will pay for loss or damage under this extension is \$100,000 for losses occurring at a convention, fair, exhibition, or special event

E. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to the following property if located within 1600 feet of the premises described in the Declarations: your outdoor fences and netting, outdoor lighting, outdoor pools, court surfaces, radio and television antennas (including satellite dishes), trees, shrubs, plants, lawns, and playground equipment, including the cost of debris removal, caused by or resulting from any of the following Causes of Loss:

1. Fire;
2. Lightning;
3. Explosion;
4. Riot or civil commotion;
5. Aircraft or vehicles;
6. Vandalism and malicious mischief; or
7. Theft.

The most we will pay for loss or damage under this Extension is \$50,000. The most we will pay for any one tree, shrub, plant or acre of lawn, including the cost of debris removal, is \$1,000.

Signs will be covered for all perils with no limitation.

VII. BUILDING AND PERSONAL PROPERTY COVERAGE FORM, 5. Coverage Extensions are amended to include the following:

A. Garages/Storage Sheds

Coverage for your building is extended to apply to any garages or storage sheds located at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss. Coverage for all garages or storage sheds is subject to a \$5,000 Limit of Insurance per location.

B. Retaining Walls

Coverage for your building is extended to apply to any retaining walls, which are not part of the Building, located at the premises described in the Declarations caused by or resulting from any

Covered Cause of Loss. Coverage for all retaining walls is subject to a \$10,000 Limit of Insurance per location.

C. Accounts Receivable

1. Coverage for Your Business Personal Property is extended to apply to your records of accounts receivable:
 - a. At a described premises or in or on a vehicle in transit between described premises; or
 - b. If the records must be removed from a described premises to protect them from the threat of a Covered Cause of Loss. We will pay for a loss while they are:
 - (1) At a safe place away from your described premises; or
 - (2) Being taken to and returned from that place.
2. Coverage for Your Business Personal Property is extended to apply to the amounts due from your customers that you are unable to collect due to a Covered Cause of Loss, including:
 - a. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - b. Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
 - c. Other reasonable expenses that you incur to reestablish your records of accounts receivable that result from direct physical loss or damage by any Covered Causes of Loss to your records of accounts receivable, including credit or charge card slips.
3. Accounts receivable loss payment will be determined as follows:
 - a. Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and

The total above will be adjusted for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.
 - b. The following will be deducted from the total amount of accounts receivable:
 - (1) The amount of the accounts for which there is no loss;
 - (2) The amount of the accounts that you are able to reestablish or collect; and
 - (3) An amount to allow for probable bad debts that you are normally unable to collect;
 - c. You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.
4. Additional Exclusions
 - a. We will not pay for a loss caused by or resulting from any of the following:

- (1) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- (2) Bookkeeping, accounting or billing errors or omissions.
- b. We will not pay for loss that requires any audit of records or any inventory computation to prove its factual existence.

The most we will pay under this Coverage Extension is \$100,000.

D. Business Income and Extra Expense

1. Coverage is extended to cover Business Income and Extra Expense incurred when your covered building or business personal property listed on the Declarations is damaged by a covered Cause of Loss.

We will pay any Extra Expense you incur:

- a. To continue your normal operations at the described premises;
 - b. To continue your normal operations at replacement premises or temporary locations; including:
 - (1) Relocation expenses; and
 - (2) Costs to equip or operate the replacement or temporary locations; or
 - c. To minimize the suspension of your normal operation if you cannot continue them.
2. Civil Authority

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur that is caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

3. Contingent Business Property

We will pay for the actual loss of Business Income you sustain, and necessary Extra Expense you incur when Contingent Business Property is damaged by a Covered Cause of Loss. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume operations, in whole or in part, by using any other available:

- a. Source of materials; or
 - b. Outlet for your products.
4. Coverage is extended to apply to your mobile shredding operations and your mobile medical units.

The most we will pay under this section is \$300,000 for any one occurrence. No coinsurance

shall apply to this coverage.

5. The following, when used in this section, is defined as follows:

"Contingent Business Property" means property operated by others on whom you depend to:

- a. Deliver materials or services to you or to others for your account (Contributing Locations);
- b. Accept your products or services (Recipient Locations);
- c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
- d. Attract customers to your business (Leader Locations).

E. Residential Room Reserve

Coverage is extended to apply to actual net loss of income that you incur resulting from holding a resident's room when the resident has been temporarily hospitalized due to an accident or illness. Coverage begins three days after the funding for the resident's room has been suspended. The Limit of Insurance applicable to any one occurrence is \$5,000. The most we will pay for all losses under this extension is \$100,000.

F. Fire Extinguisher Recharge

Coverage is extended to cover expenses you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

The most we will pay for loss or damage under this extension is \$25,000.

No deductible shall apply to this coverage.

G. Lock Replacement

Coverage is extended to cover necessary expense to repair or replace exterior or interior door locks of a covered building:

- 1. If your door keys are stolen in a covered theft loss; or
- 2. When your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this extension is \$10,000 for any one occurrence.

No deductible shall apply to this coverage.

H. Reward Reimbursement

Coverage is extended to provide a reward for information that leads to a criminal conviction in connection with loss or damage to Covered Property by a Covered Cause of Loss; provided that the reward is pre-approved by the Company. The most we will pay for loss or damage under

this extension is \$50,000 regardless of the number of persons involved providing information.

No deductible shall apply to this coverage.

I. Inventory and Appraisals

Coverage is extended to cover your expenses, excluding those for public adjusters and appraisers, to record information, compile inventories, or obtain appraisals we require to comply with the loss conditions of this coverage form.

The most we will pay for loss or damage under this extension is \$50,000 for any one loss to Covered Property caused by a Covered Cause of Loss.

No deductible shall apply to this coverage.

J. Ordinance or Law

Under this Additional Coverage, we will not pay any costs due to an ordinance or law that you were required to comply with before the loss, even when the building was damaged, and with which you failed to comply.

1. Coverage A – Coverage For Loss to the Undamaged Portion of the Building

If a Covered Cause of Loss occurs to covered Building property shown in the Declarations, we will pay for loss of value to the undamaged portion of the building caused by enforcement of any ordinance or law that:

- a. Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- c. Is in force at the time of loss.

Coverage A is included within the Limit of Insurance applicable to the covered Building property shown in the Declarations. This is not additional insurance.

2. Coverage B – Demolition Cost Coverage

If a Covered Cause of Loss occurs to covered Building property, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

The Limit of Insurance for Demolition Cost Coverage is \$500,000 (in addition to the Building Limit).

3. Coverage C – Increased Cost of Construction Coverage

If a Covered Cause of Loss occurs to covered Building property, we will pay for the increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.

The Limit of Insurance for Increased Cost of Construction is \$500,000 (in addition to the Building Limit).

4. Under Coverage A – Coverage for Loss to the Undamaged Portion of the Building:
 - a. If the Replacement Cost coverage option applies and the property is repaired or replaced, on the same or another premises, we will not pay more for loss of value to Covered Property, including loss caused by enforcement of an ordinance or law, 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 Limit of Insurance applicable to the covered Building property.
 - b. If the Replacement Cost coverage option applies and the property is not repaired or replaced, or if the Replacement Cost coverage option does not apply, we will not pay more for the loss of value to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - (2) The Limit of Insurance applicable to the covered Building property.
5. We will not pay more under Coverage B – Demolition Cost Coverage 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 Demolition Cost Limit of Insurance shown in **2.** above.
6. We will not pay Under Coverage C – Increased Cost of Construction Coverage:
 - a. Until the property is actually repaired or replaced, at the same or another premises; and
 - b. Unless the repairs or replacement are 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.
 - c. 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 C is the lesser of:
 - (1) The increased cost of construction at the same premises; or
 - (2) The applicable Increased Cost of Construction Limit of Insurance shown in **3.** above.
 - d. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage C is the lesser of:

- (1) The increased cost of construction at the new premises (not to exceed the increased cost of construction at the same premises); or
- (2) The applicable Increased Cost of Construction Limit of Insurance shown in **3.** above.

7. We will not pay for:

- a. The enforcement of any ordinance or law which requires 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 "fungus," wet or dry rot or bacteria; or
- b. Any costs associated with the enforcement of an 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," "fungus," wet or dry rot or bacteria.

8. The terms of this endorsement apply separately to each building to which this endorsement applies.

K. Spoilage

1. We will pay for direct physical loss or damage to your perishable Business Personal Property, and perishable personal property of your residents or clients while at or within 1600 feet of the described premises caused by spoilage due to changes in temperature or humidity resulting from:

- a. Complete or partial interruption of electrical power to the described premises due to conditions beyond your control; or
- b. Mechanical breakdown or failure of heating, cooling or humidity control equipment or apparatus at the described premises.

2. Coverage does not apply to:

- a. The disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power;
- b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current; or
- c. The inability of an Electric Utility Company or other power source to provide sufficient power due to:
 - (1) Lack of fuel; or
 - (2) Governmental order;
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; or
- e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

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

L. Pair, Sets or Parts

1. Pair or Set:

In case of loss to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or
- b. Pay the difference between the value of the pair or set before and after the loss.

2. Parts:

In case of a loss to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

M. Fine Arts

1. Coverage applies to "fine arts." Covered Causes of Loss are extended to include risks of direct physical loss or damage except:

- a. Any repairing, restoration or retouching process.
- b. Breakage of fragile "fine arts" articles, including art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles, unless caused by:
 - (1) The "specified causes of loss";
 - (2) Building glass breakage;
 - (3) Earthquake; or
 - (4) Flood.
- c. Dishonest or criminal acts by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose (other than a bailee for hire or carrier):
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

- d. Voluntary parting with any property by you or anyone else to whom you have entrusted the property, if induced to do so by any fraudulent scheme, trick, device or false pretense.
- e. Any of the following:
 - (1) Wear and tear;
 - (2) "Fungus" (except when "fungus" results from fire or lightning), rust, corrosion,

decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;

(3) Nesting or infestation, or discharge or release of waste products or secretions by insects or rodents; or

(4) Dampness or dryness of atmosphere or changes in or extremes in temperature.

2. The most we will pay in any one occurrence for loss or damage to "fine arts" caused by or resulting from any Covered Cause of Loss is:

a. The value of the lost or damaged "fine arts"; or

b. \$50,000; whichever is less.

3. The following, when used in this section, means:

a. "Antique" means an object at least 100 years old.

b. "Fine arts" means paintings, etchings, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, "antique" furniture, "antique" jewelry, bric-a-brac, porcelains and similar property of rarity, historical value or artistic merit.

N. EDP Equipment and Media

1. Coverage

a. Covered Property, as used in this Coverage Form means Electronic Data Processing devices operated by you at the premises listed on the Declarations. The Covered Property must be either your property or property belonging to others, which is in your care and used by you in your business or profession.

b. Covered Property, as used in this section of this enhancement, means "data" and "media" owned proprietarily by you. The Covered Property must be either your property or property belonging to others, which is in your care and used by you in your business or profession.

(1) "Data" means information stored electronically and includes facts, instructions, concepts and programs converted to a form useable in electronic data processing operations.

(2) "Media" means devices which store information which is accessible to computers.

c. Property Not Covered:

(1) Accounts, records, documents and other valuable papers, except as they may be converted to "data" and stored on "media", and then only in that converted form;

(2) Property of yours that you have rented, leased or loaned to someone else; or

(3) Electronic alarm systems.

d. Coverage Extensions

(1) Provided you store duplicate "data" at a separate premises and provided such

“data” is not insured elsewhere under this or any other insurance policy, we will cover that “data” at each such storage location.

- (2)** We will also pay for loss to Covered Property while temporarily located away from your premises and while in transit within:

- (a)** The United States of America;
- (b)** Puerto Rico; and
- (c)** Canada.

The most we will pay under this Coverage Extension is \$2,500 for any single occurrence.

- (3)** We will continue to cover your Covered Property while being transferred to and while at a temporary safe storage location, whenever utilized to avoid imminent loss. You are required, however, to provide us with written notice within 10 days following such move.

- (4)** We will also pay for expenses you incur for the removal of debris provided:

- (a)** The debris is Covered Property;
- (b)** The Cause of Loss is not excluded by any part of this policy; and
- (c)** The debris is located at a location scheduled in this policy.

The most we will pay under this Coverage Extension is \$10,000 in any one loss, but not to exceed a total of \$10,000 under this EDP coverage enhancement section.

- (5)** We will also pay 80% of the actual rental cost for replacement electronic equipment, beginning forty-eight (48) hours after a covered loss has occurred to Covered Property under the EDP coverage listed in the preceding paragraphs, provided such equipment will assist in continuing operations at no less than 80% of normal capacity.

This Coverage Extension will end when the covered loss has been settled or when the amount of coverage provided under this Coverage Part is exhausted, whichever occurs first.

The most we will pay under the terms of this Coverage Extension is \$2,500 in any one loss.

- (6)** We will also pay you for the expense you incur in recharging or refilling fire protection devices which are designed specifically to protect the Covered Property under this EDP coverage section, when these devices have been used in protecting such property from a covered loss.

The most we will pay under the terms of this Coverage Extension is \$2,500 in any one loss.

e. Covered Causes of Loss

Covered Causes of Loss means risk of direct physical loss to Covered Property except those Causes of Loss listed in the Exclusions.

2. Exclusions

We will not pay for a loss caused directly or indirectly by any of Items **a.** through **i.** listed below. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority. This exclusion will not apply to acts or destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire falls within a Covered Cause of Loss under the terms of this policy.

b. Nuclear Hazard

(1) Any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination from any other cause.

But we will pay for direct loss caused by resulting fire if the fire would be covered under the terms of this policy.

c. War and Military Action

(1) War, including undeclared or civil war;

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

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

d. Delay, loss of market, loss of income, loss of use or any other cause of consequential loss.

e. Wear and tear, any quality in the Covered Property that causes it to damage or destroy itself, gradual deterioration, depreciation or damage done by insects, vermin or rodents. We will pay for direct loss caused by resulting fire or explosion if the fire or explosion would be covered under the terms of this Coverage Part.

f. Dishonest acts committed by you, anyone else with an interest in the Covered Property, or your or their employees, whether or not such an act occurs during the hours of employment; nor will we pay for a loss caused by dishonest acts by anyone entrusted with the Covered Property, except a common carrier for hire.

g. Dryness, dampness, changes in temperature, corrosion or rust. But, if the air conditioning system that services the Covered Property is damaged by a Covered Cause of Loss we will pay for any direct resulting damage to Covered Property.

h. Breakage of tubes, bulbs, lamps or articles made of glass. But we will pay for such loss caused directly by fire, lightning, explosion, windstorm, earthquake, flood, vandalism,

aircraft, rioters, strikers, theft or attempted theft, or by accident to vehicles carrying the Covered Property.

- i. Processing or work performed upon the Covered Property. But we will pay for direct loss caused by resulting fire or explosion if the fire or explosion would be covered under this Coverage Form.

3. Limits, Deductibles, Valuation

a. Limit of Insurance

The most we will pay for any loss under the EDP section is \$10,000.

b. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the contents Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

c. Valuation

The value of the Covered Property will be determined as of the time and place of loss using the actual replacement cost of property similar to the Covered Property. In no event will our liability above exceed the cost to repair or replace the property with similar property of equal value.

O. Damage to Property of Home Care Providers

You may extend the insurance provided by this Coverage Form to apply to direct physical loss of or damage to property owned by, or in the care, custody or control of a “home care provider,” caused by a patient placed by you or an appropriate governmental agency on your behalf, in the care of the “home care provider” or employees of the insured. This Extension also extends to vehicles and self-propelled machines and outdoor trees, shrubs and plants owned by, or in the care, custody or control of the “home care provider” or employees of the insured.

“Home care provider” means a foster parent (or parents) paid or unpaid by you or an appropriate governmental agency on your behalf, to care for one or more patients on a continuous basis away from your premises.

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

P. Mobile Medical Equipment

You may extend the insurance provided by this Coverage Form to apply to your mobile medical equipment, including equipment which you rent.

The most we will pay for loss or damage under this Extension is \$15,000.

VIII. The BUILDING AND PERSONAL PROPERTY COVERAGE FORM, Section E. Loss Conditions is amended as follows:

6. b. Vacancy Provisions the first paragraph is amended to:

If the building where loss or damage occurs has been vacant for more than 90 consecutive days

before that loss or damage occurs

IX. CAUSES OF LOSS – SPECIAL FORM, Section B. Exclusions, is amended as follows

1. b. Earth Movement is amended to include:

(6) If Earth Movement described in **b.(1)** through **(5)** above, results in sprinkler leakage, we will pay up to \$30,000 for loss or damage by that sprinkler leakage.

2. d. (7) is amended to:

The following cause of loss to personal property:

Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

X. CAUSES OF LOSS – SPECIAL FORM Section C. Limitations is amended as follows:

3.a. is amended to:

\$10,000 for fur garments and garments trimmed with fur.

3.b. is amended to:

\$25,000 for trophies, medals, jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

XI. CAUSES OF LOSS – SPECIAL FORM, Additional Coverage – Water is added:

"Water" is included as a Covered Cause of Loss. We will not pay more than \$30,000 in any one occurrence.

a. "Water" means:

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

This extension applies to all claim expenses including, but not limited to building, business personal property, personal property of others, business income and extra expense and

debris removal. However, this extension does not apply to roof drainage systems, gutters, or downspouts.

XII. CAUSES OF LOSS – SPECIAL FORM, Section **F. Additional Coverage Extensions** is amended as follows:

1. Property in Transit, c. is amended to

- (1) The most we will pay for loss or damage under this extension is \$100,000.
- (2) For your covered property while in the care, custody or control of a common carrier an additional limit of insurance of \$10,000 is added

XIII. CAUSES OF LOSS – SPECIAL FORM, Section **F. Additional Coverage Extensions** is amended to include:

5. Off-Premises Power Failure

We will pay for loss of or damage to Covered Property, 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 “water supply services,” “communication supply services,” or “power supply services,” not on the described premises.

- a. “Water supply services” means the following types of property supplying water to the described premises:
 - (1) Pumping stations; and
 - (2) Water mains.
- b. “Communication supply services” means property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - (1) Communication transmission lines including optic fiber transmission lines;
 - (2) Coaxial cables; and
 - (3) Microwave radio relays except satellites.

“Communication supply services” does not include overhead communication lines.
- c. “Power supply services” means the following types of property supplying electricity, steam, or gas to the described premises:
 - (1) Utility generating plants;
 - (2) Switching stations;
 - (3) Substations;
 - (4) Transformers; and
 - (5) Transmission lines.

“Power supply services” does not include overhead transmission lines.

This coverage extension does not apply to loss of Business Income or Extra Expense. The most we will pay for loss or damage under this extension is \$50,000.

XIV. BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, Section A. COVERAGE, 5. Additional Coverages is amended as follows:

c. Extended Business Income (1)(b)(ii) is amended to the following:

(ii) 180 consecutive days after the date determined in (1)(a) above.

c. Extended Business Income (2)(b)(ii) is amended to the following:

(ii) 180 consecutive days after the date determined in (2)(a) above.

XV. BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, Section A. COVERAGE, 5. Additional Coverages is amended to include:

e. Utility Services

(1) If a specific limit of coverage for Business Income and Extra Expense is included in the policy (not a part of this Elite form), then coverage is extended to include loss or damage that you incur due to the interruption, caused by a Covered Cause of Loss, of “water supply services,” “communication supply services,” or “power supply services” to the premises described on the declarations.

(a) “Water supply services” mean the following types of property supplying water to the described premises:

(i) Pumping stations; and

(ii) Water mains.

(b) “Communication supply services” meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:

(i) Communication transmission lines including optic fiber transmission lines;

(ii) Coaxial cables; and

(iii) Microwave radio relays except satellites.

It does not include overhead transmission lines.

(c) “Power supply services” meaning the following types of property supplying electricity, steam, or gas to the described premises:

(i) Utility generating plants;

(ii) Switching stations;

(iii) Substations;

(iv) Transformers; and

(v) Transmission lines.

It does not include overhead transmission lines.

- (2)** We will only pay for loss you sustain after the first twelve (12) hours following the direct physical loss or damage to the off-premises property to which this enhancement applies. This coverage extension does not apply to direct physical damage to Covered Property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

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

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

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

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

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

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:

1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.**d.** is deleted in its entirety and replaced by the following:

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

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

K. Key and Lock Replacement – Janitorial Services Client Coverage**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is

amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "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; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

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

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1)** This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a)** The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b)** The construction, erection, or removal of elevators; or
 - (c)** The ownership, maintenance, or use of any elevators covered by this insurance.

- i. Vendors** – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:
 - (1)** The insurance afforded the vendor does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

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

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c.** Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d.** Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



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Taxes, Surcharges, and Fees Notice

*Note: The above proposal may not account for local taxes, Surcharges, and/or fees mandated by the State in which you/your business operate(s). The final policy will include a description of how local taxes, surcharges and fees, if applicable, have been allocated as determined by the risk location. Please contact a PHLI representative if you have any questions.