

32-0195-00
 ASSURED PARTNERS COLORADO-HEADQUARTERS
 4582 S ULSTER ST STE 600
 DENVER CO 80237-2634

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

PO Box 30660 • Lansing, MI 48909-8160
 517.323.1200

10-05-2022

Owners Insurance Company

LA RIVA DEL LAGO CONDOMINIUM
 ASSOCIATION INC
 C/O WILDERNESS COMMUNITY ASSOCIATION
 PO BOX 1069
 SILVERTHORNE CO 80498-1069

You can view your policy, pay your bill, or change your paperless options at any time online at www.auto-owners.com.

ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online www.auto-owners.com	Pay by Mail AUTO-OWNERS INSURANCE
Pay My Bill	PO BOX 740312
Pay by Phone 1-800-288-8740	CINCINNATI, OH 45274-0312

Your agency's phone number is 303-863-7788.

RE: Policy 194632-74200696-22

Billing Account 018047204

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

59526 (8-13)

Policy Number: 194632-74200696-22
Insurance Company: OWNERS INSURANCE COMPANY
Renewal Effective Date: 12-18-2022

Dear Policyholder,

Thank you for choosing Auto-Owners Insurance. Your policy is set to renew on the renewal effective date shown above. This letter gives you advance notice of changes to your premium, deductibles or coverage:

Your renewal premium will be: \$36,693.00 or \$33,013.00 if paid in full.

(Calculated changes are based on your current policy information. Your actual premium could vary if the information on file is incorrect or if your needs and renewal coverages change.)

☐ Changes in deductibles _____

☐ Reduction of limits _____

☐ Reduction or Removal of Coverage _____

☐ Other _____

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

ASSUREDPARTNERS COLORADO-HEADQUARTERS
4582 S ULSTER ST STE 600
DENVER CO 80237-2634
303-863-7788

AVAILABILITY OF TERRORISM RISK INSURANCE COVERAGE

Dear Policyholder:

Our records indicate that you previously rejected our offer to provide coverage for certified acts of terrorism. The enclosed policy does not provide coverage for certified acts of terrorism in accordance with your previous rejection of coverage.

If you would like coverage for certified acts of terrorism, please contact us.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. This policy does not provide coverage for certified acts of terrorism, since you have previously declined this coverage.
2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
4. A premium charge will be made for this coverage after January 1, 2028. It will be prorated for the period beginning January 1, 2028 and ending on the expiration date of this policy term. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extended. Revised Declarations will be mailed to you after January 1, 2028.
5. If the Act is extended without any revision, the enclosed policy will continue to exclude coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

59605 (10-21)

***** IMPORTANT NOTICE *****

Dear Policyholder,

Colorado Revised Statutes 24-33.5-1619 creates the Natural Disaster Mitigation Enterprise to administer a grant program, provide public education, and supply technical assistance to local governments concerning natural hazard mitigation. A Colorado Natural Disaster Mitigation Enterprise Fee of \$2.00 will be charged on all new business and renewal policies which contain a Colorado location with an effective date of March 01, 2022 and after. This fee will be displayed on your Declarations.

This notice is for informational purposes only. Please review your policy carefully. If you have questions, please contact your Auto-Owners agency.

59605 (10-21)

Page 1 of 1

65020 (12-21)

***** IMPORTANT NOTICE ***
EXCLUSION - UNMANNED AIRCRAFT****NOTICE OF REDUCTION IN COVERAGE**

Dear Policyholder,

As a result of our quality control initiatives, we discovered form CG 21 09 (06-15) Exclusion - Unmanned Aircraft was omitted from your policy. This endorsement was intended to be included with your prior policy term(s).

Effective this renewal, form CG 21 09 (06-15) Exclusion - Unmanned Aircraft is now attached to and made part of your policy. This form excludes Bodily Injury, Property Damage, and Personal and Advertising Injury losses arising out of the ownership, maintenance, use, or entrustment to others of any aircraft that is unmanned. The form language within this exclusion constitutes a reduction in coverage.

This notice is for informational purposes only. This notice provides no coverage and it must not be construed to replace or modify any provisions of your policy or endorsements. Your policy contains the specific terms, limits and conditions of coverage, and supersedes this notice.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

65020 (12-21)

Page 1 of 1

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

AGENCY ASSURED PARTNERS COLORADO-HEADQUARTERS
32-0195-00 MKT TERR 127 303-863-7788

INSURED LA RIVA DEL LAGO CONDOMINIUM
ASSOCIATION INC
C/O WILDERNESS COMMUNITY ASSOCIATION
ADDRESS PO BOX 1069

SILVERTHORNE CO 80498-1069

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 12-18-2022

POLICY NUMBER 194632-74200696-22

Company Use 74-46-CO-1912

Company
Bill

Policy Term

12:01 a.m. to 12:01 a.m.
12-18-2022 to 12-18-2023

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Resi/Comm Condo

Entity: Corporation

Program: Special

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL PROPERTY COVERAGE	\$32,368.00
COMMERCIAL GENERAL LIABILITY COVERAGE	\$4,323.00
COLORADO NATURAL DISASTER MITIGATION ENTERPRISE FEE	\$2.00
TOTAL	\$36,693.00
PAID IN FULL DISCOUNT	\$3,680.00
TOTAL POLICY PREMIUM IF PAID IN FULL	\$33,013.00

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):

IL0017 (11-85) 55003 (07-12) 59392 (11-20) 59349 (10-03)

Countersigned By: COMPANY ISSUED

Owners Ins. Co.

Issued 10-05-2022

AGENCY ASSUREDPARTNERS COLORADO-HEADQUARTERS
32-0195-00 MKT TERR 127

Company
Bill

POLICY NUMBER 194632-74200696-22
74-46-CO-1912

INSURED LA RIVA DEL LAGO CONDOMINIUM

Term 12-18-2022 to 12-18-2023

54104 (07-87)

COMMERCIAL PROPERTY COVERAGE

55198 (12-10)

PREMIER PROPERTY PLUS COVERAGE PACKAGE DECLARATION

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Commercial Property Coverage Declarations. No deductible applies to the below Property Plus Coverages.

COVERAGE	LIMIT
ACCOUNTS RECEIVABLE	\$200,000
BAILEES	\$15,000
	\$10,000 PER ITEM
BUSINESS INCOME & EXTRA EXPENSE W/RENTAL VALUE, INCLUDING NEWLY ACQUIRED LOC'S 0 HOUR WAITING PERIOD	\$150,000
DEBRIS REMOVAL	\$100,000
ELECTRONIC DATA PROCESSING EQUIPMENT	\$100,000
EMPLOYEE DISHONESTY	\$50,000
FINE ARTS, COLLECTIBLES AND MEMORABILIA	\$50,000
	\$10,000 PER ITEM
FIRE DEPARTMENT SERVICE CHARGE	\$25,000
FORGERY AND ALTERATION	\$50,000
MONEY AND SECURITIES INSIDE PREMISES	\$50,000
MONEY AND SECURITIES OUTSIDE PREMISES	\$50,000
NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY	\$500,000 FOR 90 DAYS
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	\$1,000,000 FOR 90 DAYS
ORDINANCE OR LAW	SEE COMMERCIAL PROPERTY DECLARATIONS
OUTDOOR PROPERTY	\$25,000
TREES, SHRUBS OR PLANTS	\$1,000 PER ITEM
RADIO OR TELEVISION ANTENNAS	\$20,000
PERSONAL EFFECTS AND PROPERTY OF OTHERS	\$50,000
POLLUTANT CLEAN UP AND REMOVAL	\$100,000
PROPERTY IN TRANSIT	\$100,000
PROPERTY OFF PREMISES	\$100,000
REFRIGERATED PRODUCTS	\$25,000
SALESPERSON'S SAMPLES	\$25,000

Owners Ins. Co.

Issued 10-05-2022

AGENCY ASSUREDPARTNERS COLORADO-HEADQUARTERS
32-0195-00 MKT TERR 127

Company POLICY NUMBER 194632-74200696-22
Bill 74-46-CO-1912

INSURED LA RIVA DEL LAGO CONDOMINIUM

Term 12-18-2022 to 12-18-2023

55198 (12-10)

PREMIER PROPERTY PLUS COVERAGE PACKAGE DECLARATION

COVERAGE	LIMIT
UTILITY SERVICES FAILURE	\$150,000
VALUABLE PAPERS AND RECORDS ON PREMISES	\$150,000
VALUABLE PAPERS AND RECORDS OFF PREMISES	\$25,000
WATER BACK-UP FROM SEWERS OR DRAINS	\$50,000

Forms that apply to this coverage part:

64004 (12-10)	54198 (12-10)	54334 (12-10)	64020 (12-10)	54189 (12-10)
54186 (12-10)	54218 (03-13)	54217 (07-17)	54216 (03-13)	54214 (03-13)
54221 (12-10)	54220 (06-00)	54219 (12-10)	54338 (03-13)	54339 (03-13)
64010 (12-10)	64000 (12-10)			

Coverages Provided

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

LOCATION 0001 - BUILDING 0001**Location:** 135 Main Street, Dillon, CO 80435**Occupied As:** Condominiums**Secured Interested Parties:** None**Rating Information**

Territory: 590

Program: Special

Protection Class: 02

Specific Rate - Building: 0.073

County: Summit

Construction: Frame

Class Code: 0343

Specific Rate - Business Income W/Ee & Rental Value: 0.073

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING			\$25,913,100		
Causes of Loss					
Basic Group I	90%	\$10,000		0.045	\$11,661.00
Basic Group II	90%	\$10,000		0.035	\$9,070.00
Windstorm/Hail	90%	1%			Included
Special	90%	\$10,000		0.020	\$5,183.00
Theft	90%	\$10,000			Included
OPTIONAL COVERAGE					
Inflation Guard Factor Building 1.190					
Replacement Cost					
Equipment Breakdown		\$10,000	See Form 54843		\$819.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$4,347.00
Tier: Premier					

Owners Ins. Co.

Issued 10-05-2022

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 32-0195-00 MKT TERR 127

 Company POLICY NUMBER 194632-74200696-22
 Bill 74-46-CO-1912

INSURED LA RIVA DEL LAGO CONDOMINIUM

Term 12-18-2022 to 12-18-2023

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$10,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$10,000	\$250,000		\$610.00
Coverage C-Increased Cost		\$10,000	\$250,000		\$610.00
BUSINESS INCOME W/EE & RENTAL VALUE			\$25,000		
0 Hour Waiting Period					
Causes of Loss					
Basic Group I		\$0		0.058	\$15.00
Basic Group II		\$0		0.115	\$29.00
Special		\$0		0.043	\$11.00
Theft		\$0			Included
OPTIONAL COVERAGE					
Monthly Limit of Indemnity (fraction) 1/4					
Equipment Breakdown		\$0	See Form 54843		\$2.00
BUSINESS INCOME W/EE & RENTAL VALUE					
Ord/Law-Inc Period Restoration		\$0	Incl in Bldg Limit		\$11.00

Forms that apply to this building:

59351 (01-15)	54835 (07-08)	IL0003 (07-02)	IL0169 (02-93)	59319 (03-15)
IL0017 (11-85)	64224 (01-16)	64310 (06-18)	64238 (02-20)	64326 (07-19)
59325 (12-19)	64321 (08-19)	CP0090 (07-88)	54585 (12-10)	64000 (12-10)
64013 (12-10)	64010 (12-10)	64020 (12-10)	64004 (12-10)	59526 (08-13)
54843 (07-19)	54317 (02-05)	59392 (11-20)		

COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59351	EXCLUDED
TERRORISM COVERAGE	
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 54835, 59392	
LOCATION 0001	\$32,368.00

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate	\$2,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You	\$300,000 Any One Premises
(Fire, Lightning, Explosion, Smoke or Water Damage)	

Owners Ins. Co.

Issued 10-05-2022

 AGENCY ASSUREDPARTNERS COLORADO-HEADQUARTERS
 32-0195-00 MKT TERR 127

 Company POLICY NUMBER 194632-74200696-22
 Bill 74-46-CO-1912

INSURED LA RIVA DEL LAGO CONDOMINIUM

Term 12-18-2022 to 12-18-2023

COVERAGE	LIMITS OF INSURANCE
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

59351 (01-15)	55405 (07-08)	55146 (06-04)	CG2106 (05-14)	55091 (05-17)
CG2004 (11-85)	CG2167 (12-04)	IL0021 (07-02)	CG0001 (04-13)	IL0017 (11-85)
55513 (05-17)	IL0125 (11-13)	CG2109 (06-15)	55029 (05-17)	CG2196 (03-05)
59319 (03-15)	CG2132 (05-09)	CG2147 (12-07)	55885 (05-17)	59325 (12-19)
59392 (11-20)				

LOCATION 0001 - BUILDING 0001**Location:** 135 Main Street, Dillon, CO 80435**Territory:** 002**County:** Summit

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Condominiums - Commercial - Bank Or Mercantile, Manufacturing Or Office (Association Risk Only)	62000	Prem/Op Prod/Comp Op	Area 91,008 91,008	Each 1000 27.174 2.969	\$2,473.00 \$270.00
Condominiums - Residential - (Association Risk Only)	62003	Prem/Op Prod/Comp Op	Units 37 37	Each 1 39.264 3.433	\$1,453.00 \$127.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY

TERRORISM - CERTIFIED ACTS SEE FORM: 59351	EXCLUDED
TERRORISM COVERAGE	
A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 55405, 59392	
LOCATION 0001	\$4,323.00

54217 (7-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA PROCESSING EQUIPMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM

A. COVERAGE, 4. Additional Coverages is amended.
The following Additional Coverage is added.

Electronic Data Processing Equipment

a. Covered Property

We will pay for:

- (1) Direct physical loss of or damage to electronic equipment, component parts of such equipment, "media" and air conditioning equipment necessary for the operation of the electronic equipment:
 - (a) Which you own or which is in your care, custody or control; and
 - (b) While located at the premises described in the Declarations. This provision (b) does not apply to "laptop computers"; and
 - (c) Caused by or resulting from any Covered Cause of Loss.
- (2) Your costs to research, replace or restore "electronic data" contained on damaged "media" because such "electronic data" has been destroyed or corrupted.

b. Exclusions

B. EXCLUSIONS of the CAUSES OF LOSS - SPECIAL FORM is amended. The following exclusions are added for purposes of this Additional Coverage only.

- (1) "Electrical disturbance" unless caused by lightning.
- (2) Loss or damage caused by:
 - (a) Data processing "media" failure; or
 - (b) Breakdown or malfunction of the data processing equipment and component parts while the "media" is being run through the system. We will cover loss, damage or expense caused directly by ensuing fire or explosion.
- (3) Actual work upon, installation or testing of Covered Property. We will cover loss, caused by ensuing fire or explosion.

- (4) "Mechanical breakdown". We will cover loss, damage or expense caused directly by lightning or by ensuing fire or explosion.
- (5) Faulty construction or error in design of the Covered Property. We will cover loss, damage or expense caused directly by ensuing fire or explosion.
- (6) Delay or loss of market.
- (7) Breakage, marring, scratching, tearing or denting of any "laptop computer", unless caused by:
 - (a) fire or lightning;
 - (b) aircraft;
 - (c) theft or attempted theft;
 - (d) windstorm or hail;
 - (e) earthquake;
 - (f) flood;
 - (g) explosion;
 - (h) vandalism or malicious mischief; or
 - (i) collision, derailment or overturn of a transporting conveyance.

c. Limit of Insurance

- (1) Our payment for electronic equipment, component parts of such equipment and air conditioning equipment necessary for the operation of such electronic equipment shall not exceed the Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.
- (2) Our payment for "media" shall not exceed the smallest of the following:
 - (a) The actual cost to repair, replace or reproduce the "media", including your costs to research, replace or restore information;
 - (b) If the "media" is not repaired, replaced or reproduced, the value of blank "media"; or
 - (c) The Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.

The Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT is the total limit of our liability for loss or damage to all Covered Property in any one occurrence at one location. With respect to Covered Property you do not own, we will pay no more than the amount for which you are legally liable.

The Additional Condition, Coinsurance, does not apply to this Additional Coverage.

d. Coverage Extensions

The following extensions apply only to this endorsement.

(1) Property At Newly Acquired Or Temporary Locations

- (a) You may extend the coverage provided under **a. Covered Property**, to apply to property:
- 1) At any location you acquire; or
 - 2) At any temporary location, other than fairs or exhibitions, you acquire within the territorial limits and intended for similar occupancy or warehousing purposes for the business described in the Declarations.

The most we will pay for loss or damage under this extension is the Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.

- (b) This coverage extension will end when any of the following first occurs:
- 1) Sixty (60) days from your acquisition or use of such property;
 - 2) On the date values at such locations are reported to us; or
 - 3) On the expiration date of the policy.

(2) Newly Acquired Property

- (a) You may extend the coverage provided under **a. Covered Property**, to apply to property which you newly acquire, of the same type as the property covered at the described premises.
- The most we will pay for loss or damage under this extension is the Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.
- (b) This coverage extension will end when any of the following first occurs:
- 1) Sixty (60) days from your acquisition or use of such property;
 - 2) On the date values of such property are reported to us; or
 - 3) On the expiration date of the policy.
- Each of these extensions is additional insurance.

- e. The following **Additional Coverages** apply only to this endorsement.

(1) Transportation

- (a) You may apply up to \$10,000, for any one occurrence for loss of or damage to property caused by:
- 1) Fire; lightning; explosion; smoke; riot and civil commotion; and vandalism and malicious mischief;
 - 2) The overturning, upset, or collision of the vehicle transporting the insured property, with another vehicle or object other than the road bed; or
 - 3) Theft of an entire shipping bale, case or package from a vehicle:
 - a) While such property is in a fully enclosed and securely locked body or compartment; and
 - b) Theft results from forcible entry, evidenced by visible marks which occurs during transportation by motor vehicles you own, lease or operate.
- (b) We do not cover under this extension property held as samples, held for rental or sale or that you rent to others while in the care, custody or control of salespersons.

(2) Business Income and Extra Expense

(a) Business Income

- 1) Subject to the Limit of Insurance provisions of this Additional Coverage, we will pay for the actual loss of Business Income you sustain as a direct result of the necessary "suspension" of your "operations" during the "period of restoration" caused by accidental direct physical loss of or damage to:
 - a) The electronic equipment or "media" covered by this Additional Coverage;
 - b) The building housing the electronic equipment or "media" that prevents access to and use of the electronic equipment or "media"; or
 - c) The air conditioning or electrical systems that are required to operate the electronic equipment, provided such damage or destruction is inside the building or outside within 1,000 feet of the building caused by the perils insured against and subject to **b. Exclusions**.
- 2) We will also pay expenses you incur to reduce the covered loss. We will not pay for expenses:
 - a) You incur to extinguish a fire; or

- b) That exceed the amount by which the covered loss is reduced.
 - 3) Business Income means the:
 - a) Net income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - b) Continuing normal operating expenses incurred, including payroll.
- (b) **Extra Expense**
 - 1) Subject to the Limit of Insurance provisions of this Additional Coverage, we will pay necessary Extra Expense, other than loss of Business Income, you incur to continue "normal" operations of your business following accidental direct physical loss of or damage to:
 - a) The electronic equipment or "media" covered by this Additional Coverage;
 - b) The building housing the electronic equipment or "media" that prevents access to and use of the equipment or "media"; or
 - c) The air conditioning or electrical systems that are required to operate the electronic equipment, provided such damage or destruction is inside the building or outside within 1,000 feet of the building caused by the perils insured against and subject to **b. Exclusions**. You must resume normal operation of your business as soon as practical.
 - 2) a) We will also cover the cost to repair, replace or restore:
 - i. Books of account, abstracts, drawings;
 - ii. Card index systems; or
 - iii. Other records or data such as film, tape, disks, drum, cell or other magnetic storage or recording "media" for electronic data processing that have been damaged or destroyed by perils we insure against.
 - b) Such cost must:
 - i. Exceed the normal cost for such repair, replacement or restoration; and
 - ii. Be incurred to reduce loss under this endorsement.
 - 3) Extra Expense means expense incurred:
 - a) To avoid or minimize the "suspension" of business and continue "operations":
 - i. At the described premises; or
 - ii. At replacement premises or at temporary locations, including:
 - (i) Relocation expenses; and
 - (ii) Costs to equip and operate the replacement or temporary locations.
 - b) To minimize the suspension of business if you cannot continue "operations".
 - c) i. To repair or replace any Covered Property; or
 - ii. To research, replace or restore the lost information on damaged valuable papers and records to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.
- (c) **Coverage Extension - Civil Authority**

In this Coverage Extension - Civil Authority, the described premises are premises to which this endorsement applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, you may extend your Business Income and Extra Expense Coverages to apply to the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

 - 1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
 - 2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income and Extra Expense will begin immediately following the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which coverage began.

(d) Exclusions

The following exclusions apply to the Business Income and Extra Expense provided by this Additional Coverage only and are in addition to those contained in **b**.

Exclusions.

- 1) We will not be liable for any increase in loss of Business Income or Extra Expense caused by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:
 - a) Enforcement of any ordinance or law regulating construction, repair or demolition of buildings or structures;
 - b) Interference at the described premises by strikers or other persons with:
 - i. Rebuilding, repairing or replacing the property; or
 - ii. Resumption or continuation of business; or
 - c) The suspension, lapse, or cancellation of any lease, license, contract or order beyond the "period of restoration".
- 2) We will not cover loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:
 - a) Theft of any property, which is not an integral part of a building or structure at the time of loss. We will cover direct loss that ensues from a peril not excluded in this policy. We will cover direct loss by pillage and looting which occurs during and at the immediate place of riot or civil commotion.
 - b) Any other consequential or remote loss.

(e) Limit of Insurance

- 1) Business Income
Subject to **(e) Limit of Insurance**, Paragraph **3**), we will pay only for loss of your Business Income that occurs during the "period of restoration", but not exceeding twelve (12) consecutive months after the date of accidental direct physical loss of or damage to Covered Property, resulting from a Covered Cause of Loss.

2) Extra Expense

Subject to **(e) Limit of Insurance**, Paragraph **3**), we will pay for necessary Extra Expense during the "period of restoration" starting with the date of damage or destruction. Payments under this coverage shall not be limited by the expiration of the policy.

- 3) Our total payment for both Business Income and Extra Expense for any one occurrence shall not exceed \$100,000.

(f) Loss Determination

- 1) The amount of Business Income loss will be determined based on:
 - a) The Net Income of the business before the direct physical loss or damage occurred;
 - b) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
 - c) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - d) Other relevant sources of information, including:
 - i. Your financial records and accounting procedures;
 - ii. Bills, invoices and other vouchers; and
 - iii. Deeds, liens or contracts.
- 2) The amount of Extra Expense will be determined based on:
 - a) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - i. The salvage value that remains of any property bought for temporary use during the "period of restoration" once "operations" are resumed; and
 - ii. Any Extra Expense that is paid for by other insurance, except

for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

- b) All necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

3) Resumption Of Operations

We will reduce the amount of your:

- a) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- b) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- 4) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

(g) Loss Payment - Business Income and Extra Expense

We will pay for covered loss within thirty (30) days after we receive the sworn proof of loss, if:

- 1) You have complied with all of the terms of this endorsement; and
- 2) a) We have reached agreement with you on the amount of loss; or
- b) An appraisal award has been made.

f. Definitions

H. DEFINITIONS is amended. The following definitions are added for purposes of this Additional Coverage only.

- (1) "Electrical Disturbance" means electrical or magnetic damage, disturbance or erasure of electronic recordings.
- (2) "Laptop Computer" means portable data collectors, notebook (laptop) computers, subnotebook computers, palmtop computers, handheld

computers, tablet computers, credit card readers and portable or any similar computer. Laptop computer does not mean cellular phone, wireless phone or pager.

- (3) "Mechanical Breakdown" means component failure or mechanical malfunction, breakdown or failure.
- (4) "Media" means materials on which information is recorded such as film, magnetic tape, paper tape, disks, drums, and cards. Media includes computer software.
- (5) "Normal" means the condition that would have existed had no loss occurred.
- (6) "Operations" means your business activities occurring at the described premises.
- (7) "Period of Restoration":
 - (a) Means the period of time that:
 - 1) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - 2) Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.
 - (b) Does not include any increased period required resulting from the enforcement of any law that:
 - 1) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - 2) 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".
 - (c) The expiration date of this policy will not shorten or cause the "period of restoration" to terminate.
- (8) "Suspension" means:
 - (a) The slowdown or cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

All other policy terms and conditions apply.

54835 (7-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or
 - b. The Program is renewed, extended or otherwise continued in effect:
 - (1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and
 - (2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.
2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide the revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

- B.** The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks. "Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

- a.** The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
- b.** It appears that the intent is to intimidate or coerce a government or the civilian population or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:**Exclusion Of "Terrorism"**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
- 2.** Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
- 3.** The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

64326 (7-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - ACTUAL CASH VALUE AND DEPRECIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

Wherever it appears in this Coverage Part and any endorsement attached to this Coverage Part:

- 1.** Actual cash value means the cost to repair or replace lost or damaged property with property of similar quality and features reduced by the amount of depreciation applicable to the lost or damaged property immediately prior to the loss.
- 2.** Depreciation means a decrease in value because of age, wear, obsolescence or market value and includes:
 - a.** The cost of materials, labor and services;

- b.** Any applicable taxes; and
- c.** Profit and overhead necessary to repair, rebuild or replace lost or damaged property.

The meanings of actual cash value and depreciation in this endorsement supersedes any provision in this Coverage Part and any endorsement attached to this Coverage Part to the contrary.

All other policy terms and conditions apply.

55405 (7-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or
 - b. The Program is renewed, extended or otherwise continued in effect:
 - (1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and
 - (2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.
2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism

endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or

- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

- a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
- b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of "Terrorism"

We will not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All "bodily injury", "property damage", "personal injury" or "advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

COMMERCIAL GENERAL LIABILITY
CG 21 09 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use

or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (ii)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

- B. The following exclusion is added to Paragraph 2.**

Exclusions of Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
 - b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- C. The following definition is added to the **Definitions** section:
"Unmanned aircraft" means an aircraft that is not:
 - 1. Designed;
 - 2. Manufactured; or
 - 3. Modified after manufacture;to be controlled directly by a person from within or on the aircraft.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM
and
IMPORTANT INFORMATION REGARDING TERRORISM RISK
INSURANCE COVERAGE**

It is agreed:

1. The following definition applies:

Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:

- a. the Secretary of Homeland Security; and
- b. the Attorney General of the United States

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

Under the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:

- a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
- b. (1) if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life, property or infrastructure; and
- (2) if the act is committed:
 - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States government by coercion.

2. The following exclusion is added:

We shall not pay:

- a. for any loss caused directly or indirectly by a **certified act of terrorism**, whether or not any other cause or event contributed concurrently or in any sequence to the loss.
- b. sums any insured becomes legally obligated to pay because of or arising out of bodily injury, property damage, personal injury or advertising injury, if covered by this insurance, caused by a **certified act of terrorism**.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) 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.

At your request, this policy does not provide insurance coverage for certified acts of terrorism as defined in the Act. "Excluded" is shown on the Declarations page under this coverage. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.