

ROBERT L AUBERT COMPANY INC
AUBERT INSURANCE AGENCY
PO BOX 1360
COVINGTON LA 70434

001925



DAMMON ENGINEERING INC
554 OLD SPANISH TRL
SLIDELL LA 70458-4054



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Policy Number
17 0004917800 9 13
5000 00000 BBOP MAIN
Business Owners Policy

Date
4/16/24

**IMPORTANT INFORMATION REQUIRED BY THE
LOUISIANA DEPARTMENT OF INSURANCE**

Commercial Insurance Policy Coverage Disclosure Summary

This form was promulgated pursuant to LSA-R.S. 22:1319.

**THIS IS ONLY A SUMMARY OF YOUR COVERAGE AND DOES NOT AMEND,
EXTEND, OR ALTER THE COVERAGES OR ANY OTHER PROVISIONS
CONTAINED IN YOUR POLICY. INSURANCE IS A CONTRACT. THE
LANGUAGE IN YOUR POLICY CONTROLS YOUR LEGAL RIGHTS AND
OBLIGATIONS.**

****READ YOUR INSURANCE POLICY FOR COMPLETE
POLICY TERMS AND CONDITIONS****

COVERAGE(S) FOR WHICH PREMIUM WAS PAID

**Business Personal Property Hired Automobile
Non Owned Auto Liability**

DEDUCTIBLES

**This policy sets forth certain deductibles that will be applied to claims for
damages. When applicable, a deductible will be subtracted from your total
claim and you will be paid the balance subject to applicable coverage limits.**

- You may be able to reduce your premium by increasing your deductible.
Contact your insurance producer (agent) or insurer for details.**

**NOTICE: This policy does set forth a separate deductible for covered losses
caused by windstorm or hail as defined in the policy.**



Separate Deductible Example- Windstorm or Hail

If applicable, the following illustrates how a separate deductible applying to windstorm or hail, is applied under your policy:

The following assumes no co-insurance penalty and a 2% windstorm or hail deductible. The amounts of loss to the damaged property are \$50,000(building) and \$20,000(business personal property).

Limits of insurance on building	\$100,000.00
Total amount of building loss	\$ 50,000.00
Less 2%deductible (\$100,000 x.02)	- \$ 2,000.00
Net payment to insured for building loss	\$ 48,000.00

Limits of insurance on the business personal property	\$ 50,000.00
Total amount of business personal property loss	\$ 20,000.00
Less 2%deductible (\$50,000 x .02)	- \$ 1,000.00
Net payment to insured for business personal property loss	\$ 19,000.00

Total net payment to the insured for building and business personal property loss(\$48,000+\$19,000)	\$ 67,000.00
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TO SEE EXACTLY HOW YOUR SEPARATE WINDSTORM OR HAIL DEDUCTIBLE WILL APPLY, PLEASE REFER TO YOUR POLICY.

5000 00000 BBOP MAIN

LIMITATIONS OR EXCLUSIONS UNDER THIS POLICY

FLOOD - Flood damage is not covered, regardless of how caused, when flood is the peril that causes the loss. Flood water includes, but is not limited to, storm surge, waves, tidal water, overflow of a body of water, whether driven by wind or not.

Flood Insurance may be available through the National Flood Insurance Program (NFIP). NFIP flood insurance may provide coverage for damage to your dwelling or building and/or contents subject to the coverage limits and terms of the policy.

Excess Flood Insurance may be available under a separate policy from this or another insurer if the amount of the primary flood insurance is not enough to cover the value of your property.

- You may contact your producer (agent) or insurer for more information on the NFIP and excess flood insurance.

MOLD - Damage caused solely by mold is covered under this policy. Please see endorsement BBOP17.118 09/07 for additional information.

****FOR ALL OTHER LIMITATIONS OR EXCLUSIONS REFER TO YOUR POLICY FOR COMPLETE DETAILS ON TERMS AND PROVISIONS****



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Agent (985)892-3101
AUBERT INSURANCE AGENCY
PO BOX 1360
COVINGTON LA 70434

DAMMON ENGINEERING INC
554 OLD SPANISH TRL
SLIDELL LA 70458-4054

BUSINESSOWNERS NOTICE OF CHANGE IN POLICY TERMS

This is a summary of changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Changes to your policy are highlighted below. This notice does not reference every editorial change made in your policy. You may contact your agent with any questions regarding your policy.

BP 15 60 02 21.- Cyber Incident Exclusion

BP 18 03 12 23 - Cyber Incident Liability Exclusion

These forms are attached to all policies and explains the exclusion regarding Cyber Incidents.



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BANKERS INSURANCE COMPANY
 PO BOX 33060
 ST. PETERSBURG, FL 33733-8060
 800-627-0000

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 4/16/24

5000 00000 BBOP MAIN RENEWAL DECLARATIONS
BUSINESSOWNERS POLICY
COMMON POLICY DECLARATIONS

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 Date of Issue
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Policy Period	Term	Inception Date	Agent	Agent's Phone
From: 4/24/24 To: 4/24/25 12:01 Standard Time	12 mos	4/24/11 12:01 AM	00-0083722	(985) 892-3101

Agent (985) 892-3101
 AUBERT INSURANCE AGENCY
 PO BOX 1360
 COVINGTON LA 70434

DAMMON ENGINEERING INC
 554 OLD SPANISH TRL
 SLIDELL LA 70458-4054

FORM OF BUSINESS: Organization

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

Policy Limits (Coverage provided only where limits are indicated)

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM IS SUBJECT TO ADJUSTMENT.

COVERAGE SECTIONS

BUSINESSOWNERS PROPERTY COVERAGES	\$568.00
BUSINESSOWNERS LIABILITY COVERAGES	\$220.00
TERRORISM PREMIUM	\$.00
ANNUAL PREMIUM SUBTOTAL	\$788.00
INSPECTION FEE	\$55.00
2005 LA FAIR PLAN EMERGENCY ASSESSMENT	\$11.00
TOTAL FEES	\$66.00
TOTAL ANNUAL PREMIUM	\$854.00

This document forms a part of, completes, and executes the referenced policy. The declarations or information pages, together with the common policy conditions, coverage parts, forms and endorsements, if any, issued to form a part thereof, completes the policy. In witness thereof, the Company attests these documents as the entire contract of insurance; and executes same on behalf of the company.

This policy shall not be valid unless also countersigned by the duly authorized Agent of this company at the agency hereinbefore mentioned, if required by state law.

Carol Ann Miller
 Countersigned by Authorized Representative

4/16/24
 Date



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**BUSINESSOWNERS POLICY
 PROPERTY DECLARATIONS**

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SECTION I - PROPERTY

Coverage Provided - Insurance at the described premises applies only for coverage for which a limit of insurance and/or premium is shown.

DESCRIPTION OF BUSINESS

PREM. NO.	BLDG. NO.	CLASS CODE	CLASS DESCRIPTION	DESCRIPTION OF BUSINESS
1	1	65121	Offices - NOC	OFFICE FOR ARCHITECT ENGI NEER

DESCRIPTION OF LOCATION

PREM. NO.	BLDG. NO.	ADDRESS	OCCUPANCY	VALUATION	AUTOMATIC INCREASE
1		554 OLD SPANISH TRL SLIDELL, LA 70458-4004			
1	1	554 OLD SPANISH TRL SLIDELL, LA 70458-4004	Tenant	RC	NA

DEDUCTIBLES (APPLY PER LOCATION, PER OCCURRENCE)

PREM. NO.	ALL OTHER PERILS DEDUCTIBLE	WINDSTORM OR HAIL DE
1	\$2,500	3%

PROPERTY COVERAGE-LIMITS OF INSURANCE

PREM. NO.	BLDG. NO.	COVERAGE	LIMIT OF INSURANCE
1	1	Business Income and Extra Expense	Actual Loss Sustained 12 Month
1	1	Business Personal Property	\$35,000



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**BUSINESSOWNERS POLICY
 PROPERTY DECLARATIONS**

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ADDITIONAL COVERAGE/COVERAGE EXTENSIONS/OPTIONAL COVERAGES

POLICY LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS

COVERAGE	LIMIT OF INSURANCE
*** NONE ***	

LOCATION LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS
 PREM.

NO.	COVERAGE	LIMIT OF INSURANCE
***	NONE	***

BUILDING LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS
 PREM. BLDG.

NO.	NO.	COVERAGE	DESCRIPTION	LIMIT OF INSURANCE
1	1	Business Personal Property		\$35,000



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**BUSINESSOWNERS POLICY
 LIABILITY DECLARATIONS**

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SECTION II - LIABILITY AND MEDICAL EXPENSES

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Businessowners Coverage Form and any attached endorsements.

COVERAGE	LIMIT OF INSURANCE
General Liability	
General Aggregate Limit (Other Than Products-Completed Oper	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal And Advertising Injury Limit	INCLUDED
Each Occurrence Limit	\$1,000,000
Medical Expenses Limit	\$5,000 (Per Person)

POLICY LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS

COVERAGE	LIMIT OF INSURANCE
Hired Automobile	\$1,000,000
Non Owned Auto Liability	\$1,000,000
Uninsured Motorist Bodily Inj	Excluded

LOCATION LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS PREM.

NO.	COVERAGE	LIMIT OF INSURANCE
***	NONE	***

BUILDING LEVEL COVERAGES-OPTIONAL/HIGHER LIMITS-LIMITS SHOWN IN THIS SECTION ARE TOTAL LIMITS PREM. BLDG.

NO.	NO.	COVERAGE	LIMIT OF INSURANCE
***	NONE	***	



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**BUSINESSOWNERS POLICY
 SUMMARY OF ENDORSEMENTS**

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POLICY LEVEL ENDORSEMENTS

BBOP99.369 0909	Abuse, Battery and Sexual Abuse Excl
BP 04 03 0187	Accounts Receivable
BBOP99.371 0909	Additional Insured - Designate
BBOP99.800 0223	Biometric Identifiers Exclusion
BBOP99.733 0819	Business Income & Extra Expense Changes
BP 00 06 0689	Bus Liability
BBOP99.104 0608	BOP Extensions
BP 14 86 0713	Communicable Disease Exclusion
MBOP 99 CDEP 0122	Communicable Disease Exclusion(Property)
BBOP17.316 0706	Businessowners Special Property Coverage
BP 00 09 0689	Common Pol Cond
BP 10 04 0498	Exclusion of Computer Related Losses
BBOP99.106 1102	Designated Premises
BBOP99.EDE 0620	Electronic Data Liability Exclusion
BP 04 17 0689	Employee Relations Excl
BGL99.300 0395	Excl Asbestos
BBOP99.188 0608	Fine Arts Coverage
BBOP17.118 0907	Fungi and Bact Cov Lmt Excl - Louisiana
BBOP 99 754 1022	LA Changes
BBOP17.340 1218	LA Hired & Non-Owned Auto Liability
BGL99.306 0596	Lead Contamination
BBOP99.345 0808	LA Loss Payment Provision
BXXX99.206 1207	Privacy Statement
BP 00 02 0689	Special Property Cov
BO 176 0187	Special Quick Ref
MBOP 99 TCPA 0922	Recording and Distribution of Material
BP 04 05 0689	Valuable Papers/Record
BP 05 15 0121	Disclo.Pursuant to Terror Risk Ins. Act
BP 05 23 0115	Cap On Losses From Cert. Acts of Terror
BP 06 01 0107	Exclusion of Loss Due to Virus or Bacter
BP 15 60 0221	Cyber Incident Exclusion
BP 18 03 1223	Cyber Incident Liability Exclusion

LOCATION LEVEL ENDORSEMENTS

PREM.		
1	BBOP99.370 0909	Windstorm or Hail Percentage Deductibles

BUILDING LEVEL ENDORSEMENTS

PREM.	BLDG.		
1	1	BBOP99.733 0819	Business Income & Extra Expense Changes
1	1	BBOP99.304 0197	Burglary/Robbery Prot Syst
1	1	BBOP99.430 0113	Waiver of Transfer of Rights of Recovery



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**BUSINESSOWNERS
LIABILITY AND PROPERTY COVERAGES
AUTOMATICALLY INCLUDED IN YOUR POLICY**

Below is a list of additional coverages and coverage extensions that are automatically included in your policy. Increased limits are available for some coverages (at a premium charge) and if purchased, those coverages and their total limits would be reflected on the declarations page of your policy.

Subject to coverage limitations described in associated forms attached to the policy declarations.

Coverage Feature	Limits
Accounts Receivable	\$25,000 at premises/\$2,500 off premises
Automatic Increase In Insurance-Building	At renewal the limit of Insurance will automatically increase by 4%
Business Income and Extra Expense - Buildings	5% for Condominium Associations and 25% for all other classes.
Business Income and Extra Expense - Tenant Occupied Only	12 Months Actual Loss Sustained
Business Personal Property	Within 1000 ft of Premises
Business Personal Property- Seasonal Increase	The policy limit on business personal property will also automatically increase by 25% to provide for seasonal variations.
Tenant Fire Legal	\$50,000
Debris Removal	25% of the loss up to a maximum of \$10,000
Electronic Media and Records	\$10,000
Employee Dishonesty	\$10,000 per occurrence
Fine Arts	\$10,000, with \$500 per item limit (without appraisal)
Fire Department Service Charge	\$10,000
Fire Extinguisher System Recharge	Included
Forgery and Alteration	\$5,000 per occurrence
Fungi and Bacteria Coverage-Property	\$15,000
Glass Expense	\$10,000
Medical Payments	\$5,000
Money and Securities. Does not apply to Standard Form unless optional coverage Burglary and Robbery has been added.	\$10,000 Inside / \$2,500 Outside
Money Orders and Counterfeit Paper	\$1,000
Newly Acquired Property Coverage Extension	BPP at \$250,000. Coverage period – 180 days
On Premises Swimming Pool	\$20,000
Outdoor Property-Named perils only: Fire, Lightning, Riot and Civil Commotion, Explosion, and Aircraft.	\$10,000, but not more than: \$2,500 for fences or walls \$500 for any one tree, shrub or plant \$1,000 for antenna and satellites \$5,000 for signs (unattached)
Personal Property Off Premises (Including Transit)	\$25,000
Pollutant Clean Up and Removal	\$10,000



**BUSINESSOWNERS
LIABILITY AND PROPERTY COVERAGES
AUTOMATICALLY INCLUDED IN YOUR POLICY**

Below is a list of additional coverages and coverage extensions that are automatically included in your policy. Increased limits are available for some coverages (at a premium charge) and if purchased, those coverages and their total limits would be reflected on the declarations page of your policy.

Subject to coverage limitations described in associated forms attached to the policy declarations.

Preservation of Property	10 Days
Reward Coverage	\$5,000
Signs - Attached	\$5,000
Supplementary Payments	Includes cost of bail bonds, attorney fees, loss of earnings up to \$100 a day.
Valuable Papers and Records	\$10,000 at premises/\$2,500 off premises
Wind and Hail-Added as Covered Causes of Loss for Outdoor Property	Included

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM, BP 00 06

With respect to this endorsement, the following exclusion is added to **Paragraph B.1 Applicable To Business Liability Coverage Exclusions** in **SECTION II – LIABILITY**:

Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

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

Exclusions **c., d., e., f., g., h., i., k., l., m., n. and o.** in **Section II – Liability** do not apply to damage by fire to premises while rented to you, or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D. Liability And Medical Expenses Limits of Insurance** in **Section II – Liability**.



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Bankers Insurance Company

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOUISIANA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I – Property is amended as follows:

1. Paragraph **A.5.r. Additional Coverages** is replaced by the following:

r. Limited Coverage For "Fungi" , Wet Rot, Dry Rot And Bacteria

- (1) The coverage described in Paragraphs **r.(2)** and **r.(6)** applies when the "fungi", wet or dry rot or bacteria is the result of one or more Covered Causes of Loss other than fire or lightning that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
- (2) We will pay for loss or damage by "fungi", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - (a) Direct physical loss or damage to Covered Property caused by "fungi", wet or dry rot or bacteria, including the cost of removal of the "fungi", wet rot, dry rot or bacteria;
 - (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet or dry rot or bacteria; and
 - (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet or dry rot or bacteria are present.

(3) The coverage described under Paragraph **r.(2)** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of Covered Causes of Loss (other than fire or lightning) which take place in a 12- month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", wet or dry rot or bacteria, we will not pay more than the total of \$15,000 even if the "fungi", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

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

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



(5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder Or Molten Material Damage or Collapse Additional Coverages.

(6) The following applies only if the suspension of "operations" under the Business Income and/or Extra Expense Additional Coverages satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverages.

(a) If the loss which resulted in "fungi", wet or dry rot or bacteria does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet or dry rot or bacteria, then our payment under the Business Income and/or Extra Expense Additional Coverages is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

(b) If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet or dry rot or bacteria, but remediation of "fungi", wet rot, dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

2. Paragraph B.1.i. Exclusions is replaced by the following:

i. "Fungi", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria.

But if "fungi", wet or dry rot or bacteria result in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply:

(1) When "fungi", wet or dry rot or bacteria result from fire or lightning;

(2) To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning; or

(3) With respect to "fungi", wet or dry rot or bacteria that is located on the portion of the covered property that must be repaired or replaced because of direct physical damage caused by a Covered Cause of Loss.

However, the exclusion shall continue to apply to the cost to test for, treat, contain, remove or dispose of "fungi", wet or dry rot or bacteria beyond that which is required to repair or replace the covered property physically damaged by a Covered Cause of Loss, except to the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungi" Wet Rot, Dry Rot And Bacteria.

3. The following exclusion and related provisions are added to Paragraph B.2. Exclusions:

a. We will not pay for loss or damage arising out of any act committed:

(1) By, or at the direction of, the insured; and

(2) With the intent to cause a loss.

b. This exclusion does not apply, with respect to loss to covered property caused by fire, to an insured who does not commit, or direct another to commit, any act that results in loss by fire, provided the loss is otherwise covered under this policy.

c. If we pay a claim pursuant to Paragraph b. above, our payment to any insured is limited to that insured's proportionate share of the policy proceeds, but not more than the insured's legal interest in the Covered Property that sustained the fire loss. Proportionate share will be determined based on the interests of all parties eligible to receive payment, including a mortgageholder or other party with a secured legal interest. The policy proceeds will not include any amount attributable to the interest of the insured(s) who set the fire or otherwise participated in the cause of loss. In no event will we pay more in total than the Limit of Insurance on the Covered Property that sustained the fire loss.

d. We may apply reasonable standards of proof to claims for such loss.

obligations relative to aspects of the lawsuit unrelated to the appraisal.

4. Paragraph **E.2. Appraisal Property Loss Condition** is replaced by the following:

2. Appraisal

If we and you fail to agree as to the amount of loss, either party may demand that the amount of the loss be set by appraisal. If either party makes a written demand for appraisal, each party shall select a competent appraiser and notify the other party of their appraiser's identity within twenty days of receipt of the written demand for appraisal. The appraisers shall select a competent and impartial umpire; but, if after fifteen days the appraisers have not agreed upon who will serve as umpire, the umpire shall be appointed by a judge of the court of record in which the property is located. The appraisers shall then appraise the loss. If the appraisers submit written notice of an agreement as to the amount of the loss to us, the amount agreed upon shall set the amount of the loss. If the appraisers fail to agree within thirty days, the appraisers shall submit their differences along with any supporting documentation to the umpire, who shall appraise the loss.

The appraisers may extend the time to sixty days for which they must agree upon the amount of loss or submit their differences and supporting documents to the umpire, if the extension is agreed to by the appraisers from both parties. A written agreement signed by the umpire and either party's appraiser shall set the amount of the loss, pursuant to the appraisal process, but shall not preclude either party from exercising its rights under the policy or the law. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the expenses of the umpire shall be divided and paid in equal shares by you and us. If there is an appraisal award, all applicable policy terms, limits, deductibles, and conditions will still apply.

If you file a lawsuit relative to this policy against us prior to a demand for appraisal, the lawsuit will be held in abatement during the period between a timely demand for appraisal and the deadline for execution of an appraisal award, pursuant to this clause. The court of record in which the property is located may enforce the deadlines of this clause, set a reasonable deadline for timely demanding appraisal after all parties have filed pleadings in a lawsuit, and require compliance with discovery and disclosure

5. The following is added to Paragraph **E.3.a.(7) of the Duties In The Event Of Loss Or Damage Property Loss Condition** and supersedes any provision to the contrary in the Coverage Form or in any endorsement attached to the policy:

However, if loss or damage arises due to a catastrophic event for which a state of disaster or emergency is declared pursuant to law by civil officials, and the Covered Property is located in an area within the declaration, you must submit the proof of loss to us within 180 days; but this 180 day period does not commence as long as the declaration of disaster or emergency is in existence and civil authorities are denying you access to your property.

6. The following is added to the **Loss Payment Property Loss Condition** and supersedes any provision to the contrary in the Coverage Form or in any endorsement attached to the policy:

If the loss or damage arises due to a catastrophic event for which a state of disaster or emergency is declared pursuant to law by civil officials, and the Covered Property is located in an area within the declaration, we will pay on a replacement cost basis only if the repairs or replacement are completed within one year from the date of loss or damage or the issuance of applicable insurance proceeds, whichever is later, or as soon as reasonably possible thereafter.

7. Paragraph **E.6.g.** of the **Loss Payment Property Loss Condition** is replaced by the following:

g. We will pay for the undisputed portion of the loss or damage within 30 days after we receive the satisfactory sworn proof of loss.

However, we have no duty to provide coverage under this policy if the failure to comply with the terms of this policy is prejudicial to us.

8. Paragraphs **F.2.f.** and **g.** of the **Mortgage holders Property General Conditions** are replaced by the following:

f. If we cancel a policy that has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we will give written notice to the mortgage holder, pledgee or other known person shown in the policy to have an insurable interest in any loss at least:

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



- (2) 60 days before the effective date of cancellation, if we cancel for any other reason.

If we cancel a policy that has been in effect for 60 days or more, or is a renewal of a policy we issued, we will give written notice to the mortgage holder, pledgee or other known person shown in the policy to have an insurable interest in any loss at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation, if we cancel for any other reason.

g. Nonrenewal

- (1) If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.
- (2) We need not mail or deliver this notice if:
 - (a) We or another company within our insurance group have offered to issue a renewal policy; or
 - (b) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- (3) Any notice of nonrenewal will be mailed or delivered to the mortgageholder, pledgee or other known person shown in the policy to have an insurable interest in any loss, at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Section II – Liability is amended as follows:

- 1. Paragraph **A.1.a. Business Liability** Coverages is replaced by the following:

1. Business Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal or advertising injury" if all of the allegations of the "suit" are explicitly excluded by this insurance. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D – Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses. However, using up the Medical Expense Limit does not end our right and duty to defend.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **f. Coverage Extension – Supplementary Payments**.

- 2. With respect to Paragraph **C. Who Is An Insured**:

1. The term "executive officer" means only a person holding any of the officer positions created by your charter, constitution or by-laws.

2. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your express or implied permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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

3. Paragraph E.3. Legal Action Against Us Liability And Medical Expenses General Condition is replaced by the following:

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

C. Section III – Common Policy Conditions is amended as follows:

1. Paragraph A.2. of the Cancellation Common Policy Condition is replaced by the following, which applies unless Paragraph C.2. of this endorsement applies:

2. Notice Of Cancellation

a. Cancellation Of Policies In Effect For Fewer Than 60 Days Which Are Not Renewals

If this policy has been in effect for fewer than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason, subject to the following:

- (1) Cancellation for nonpayment of premium:

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation:

- (2) Cancellation for any other reason.

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

b. Cancellation Of Renewal Policies And New Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge with the intent to deceive in obtaining the policy, continuing the policy, or in presenting a claim under the policy;



- (3) Activities or omissions by you which change or increase any hazard insured against;
- (4) Change in the risk which increases the risk of loss after we issued or renewed this policy, including an increase in exposure due to regulation, legislation, or court decision;
- (5) Determination by the Commissioner of Insurance that the continuation of this policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;
- (6) The insured's violation or breach of any policy terms or conditions; or
- (7) Any other reasons that are approved by the Commissioner of Insurance.

We will mail or deliver written notice of cancellation under Paragraph 2.b., to the first Named Insured at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 30 days before the effective date of cancellation if we cancel for a reason described in Paragraphs 2.b.(2) through (7) above.

2. Paragraph A.2. Cancellation is replaced by the following, which applies with respect to premium payments due on new and renewal policies, including installment payments:

2. Notice Of Cancellation

- a. If your premium payment check or other negotiable instrument is returned to us or our agent or a premium finance company because it is uncollectible for any reason, we may cancel the policy subject to Paragraphs 2.b. and 2.c.
- b. We may cancel the policy effective from the date the premium payment was due, by sending you written notice by certified mail, or by delivering such notice to you within 10 days of the date that we receive notice of the returned check or negotiable instrument.

- c. The cancellation notice will also advise you that the policy will be reinstated effective from the date the premium payment was due, if you present to us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation was mailed.

3. Paragraph A.5. Cancellation is replaced by the following:

5. Premium Refund

If this policy is cancelled, we will return any premium refund due, subject to Paragraphs 5.a., 5.b., 5.c., 5.d. and 5.e. The cancellation will be effective even if we have not made or offered a refund.

- a. If we cancel, the refund will be pro rata.
- b. If the first Named Insured cancels, the refund will not be less than 90% of the pro rata unearned premium, rounded to the next higher whole dollar. The refund will be returned within 30 days after the effective date of cancellation.
- c. We will send the refund to the first Named Insured unless Paragraph 5.d. applies.
- d. If we cancel based on Paragraph C.2. of this endorsement, we will return the premium due, if any, within 10 days after the expiration of the 10-day period referred to in C.2.2.c. If the policy was financed by a premium finance company, or if payment was advanced by the insurance agent, we will send the return premium directly to such payor.
- e. When return premium payment is sent to the premium finance company or the agent of the insured, we will provide notice to you, at the time of cancellation, that a return of unearned premium may be generated by the cancellation.

4. Paragraph **C. Concealment, Misrepresentation Or Fraud** Common Policy Condition is replaced by the following:

C. Concealment, Misrepresentation Or Fraud

1. Applicable to **Section I – Property:**

- a. With respect to loss or damage caused by fire, we do not provide coverage to the insured who, whether before or after the loss, has intentionally concealed or misrepresented any material fact or circumstance, with the intent to deceive, concerning:

- (1) This policy;
- (2) The Covered Property;
- (3) Your interest in the Covered Property; or
- (4) A claim under this policy.

- b. With respect to loss or damage caused by a peril other than fire and with respect to all insureds covered under this policy, we provide no coverage for loss or damage if, whether before or after a loss, one or more insureds have intentionally concealed or misrepresented any material fact or circumstance, with the intent to deceive, concerning:

- (1) This policy;
- (2) The Covered Property;
- (3) Your interest in the Covered Property; or
- (4) A claim under this policy.

2. Applicable to **Section II – Liability:**

We do not provide coverage to one or more insureds who, whether before or after a loss, have intentionally concealed or misrepresented any material fact or circumstance, with the intent to deceive, concerning:

- a. This policy;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this policy.

5. Paragraph **I.1. Premiums** is replaced by the following:

1. The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premium we pay, unless another person or entity is entitled to be the payee in accordance with Paragraph **C.3.** of this endorsement.

6. Paragraph **K.1. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

1. Applicable to **Section I – Property Coverage:**

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

- a. Prior to a loss to your Covered Property or Covered Income.
- b. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you;
 - (3) Your "employee" or employer;
 - (4) The owner, lessor or tenant of the:
 - (a) Described premises; or
 - (b) Premises where loss or damage occurred; including their "employees", partners and stockholders; or
 - (5) Your relative by blood or marriage.

If you waive your rights against another party in writing after a loss, we can recover from you any amount you received for that waiver. But we cannot recover more than the amount we paid you for that loss.



2. Applicable to Section II – Liability Coverage:

In the event of any payment under this Coverage, we will be entitled to the insured's rights of recovery against any person or organization, and the insured will do whatever is necessary to secure such rights. Our right to recover is subordinate to the insured's right to be fully compensated.

7. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before its expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

2. We need not mail or deliver this notice if:
 - a. We or another company within our insurance group have offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed, the last three years of coverage.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME AND EXTRA EXPENSE CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY
COVERAGE FORM

BUSINESSOWNERS STANDARD PROPERTY
COVERAGE FORM

Definitions:

"Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

"Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

"Valuable papers and records" means inscribed, printed or written:

- a. Documents;
- b. Manuscripts; and
- c. Records;

Including abstracts, books, deeds, drawings, films, maps or mortgages.

But "Valuable papers and records" does not mean:

- a. "Money" or "Securities";
- b. Converted data;
- c. Programs or instructions used in your data processing operations, including the materials on which the data is recorded.

The following replaces A.5.f. in the Businessowners Special Property Coverage Form and A.4.d. in the Businessowners Standard Property Coverage Form:

A. Business Income

(a) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration", subject to the limits of insurance shown in the Declarations. The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open, or personal property in a vehicle, the described premises include the area within 1000 feet of the site at which the described premises are located.

(b) We will only pay for loss of Business Income that occurs within the number of months shown in the Declarations, consecutively and after the date of direct physical loss or damage. We will only pay for ordinary payroll expenses for the number of days shown on the Declarations following the date of direct physical loss or damage.

(c) Business Income means the:

(i) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred 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; and



- (ii) Continuing normal operating expenses incurred, including payroll.
- (iii) Operating expenses does not include special compensation such as bonuses and other incentive compensation.

(d) Ordinary payroll expenses:

(i) Mean payroll expenses for all your employees except:

- i. Officers;
- ii. Executives;
- iii. Department Managers;
- iv. Employees under contract; and
- v. Additional Exemptions shown in the Declarations as:
 - Job Classifications; or
 - Employees.

(ii) Include:

- i. Wages and salaries;
- ii. Employee benefits, if directly related to payroll;
- iii. FICA payments you pay;
- iv. Union dues you pay; and
- v. Workers' compensation premiums.

The following replaces **A.5.g. in the Businessowners Special Property Coverage Form** and **A.4.e. in the Businessowners Standard Property Coverage Form**:

B. Extra Expense

- (a) We will pay necessary Extra Expense you incur during the "period of restoration" that would not have incurred if there had been no direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open, or personal property in a vehicle, the described premises include the area within 1000 feet of the site at which the described premises are located.
- (b) Extra Expense means expense incurred:
 - (i) To avoid or minimize the suspension of business and to continue "operations":

- i. At the described premises; or
- ii. At replacement premises or at temporary location(s); including relocation expenses; and costs to equipment and operate the replacement or temporary locations.

(ii) To minimize the suspension of business if you cannot continue "operations:"

(iii) To:

- i. Repair or replace any 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 or Additional Coverage Business Income.

(c) We will only pay for Extra Expense that occurs within the number of months shown in the Declarations, consecutively and after the date of direct physical loss or damage. Refer to the Declarations page for the Limit of Insurance.

The following replaces **H.2. Period of Restoration**

C. "Period of Restoration"

a. Means the period of time that:

(1) Begins:

- (a) Immediately after the time of direct-physical loss or damage for Business Income Coverage unless a different time period is shown on the Declarations; or
- (b) Immediately after the time of direct physical loss or damage for Extra Expense Coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and

(2) Ends on the earlier of:

- (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (b) The date when business is resumed at a new permanent location.

b. Does not include any increased period required due to the enforcement of any ordinance or 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".

The Expiration date of this policy will not cut short the "Period of Restoration".

In this Endorsement, the following replaces **B.1.e. Power Failure in the Businessowners Special Property Coverage Form and in the Businessowners Standard Property Coverage Form and the following is excluded under the Business Income and Extra Expense Coverage:**

D. Utility Services

We will not pay Business Income and Extra Expense due to failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exclusion is added to Paragraph **B. Exclusions in Section II – Liability:**

Communicable Disease

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

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

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION (PROPERTY)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM, BP 00 03

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

Communicable Disease

- (1) We do not cover loss or damage caused by or resulting from the actual or alleged transmission of a communicable disease.
- (2) However, the exclusion in Paragraph (1) does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot.
- (3) With respect to any loss or damage subject to the exclusion in Paragraph (1), such exclusion supersedes any exclusion relating to "pollutants".
- (4) This endorsement applies to the entire policy including all additional coverages, coverage extensions, optional coverages and endorsements attached thereto.

All other provisions of this policy apply.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

With respect to this endorsement, **BP 00 06 - Businessowners Liability Coverage Form** is amended as follows:

The following paragraph is added to **B. EXCLUSIONS** under item 1.

r. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data". As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

All other provisions in this policy apply.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under **Section I - Property** in all forms and endorsements that comprise this Businessowners Policy, except as provided in Paragraph **C.** This includes but is not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
- C.** However, the exclusion in Paragraph **B.** does not apply to the following:
 - 1.** Loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Businessowners Policy; or
 - 2.** Coverage otherwise provided under Food Contamination Endorsement **BP 04 31** (if that endorsement is attached to this Businessowners Policy); or
 - 3.** Coverage otherwise provided under the Food Contamination Additional Coverage in Restaurants Endorsement **BP 07 78** (if that endorsement is attached to this Businessowners Policy).
- D.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supercedes any exclusion relating to "pollutants".
- E.** The following provisions in this Businessowners Policy are hereby amended to remove reference to bacteria:
 - 1.** Exclusion of "Fungi", Wet Rot, Dry Rot And Bacteria; and
 - 2.** Additional Coverage - Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- F.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Businessowners Policy.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BIOMETRIC IDENTIFIERS EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

This insurance does not apply to:

- A.** "Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of:
 - 1. Any actual or alleged act or omission by any insured, or any other person, that violates or is alleged to violate a "biometric identifiers" related requirement under any federal, state, local or foreign statute, ordinance or regulation; or
 - 2. Any other allegation against any insured, including but not limited to, any common or civil law allegations, involving "biometric identifiers".
- B.** The exclusion at Paragraph A. above applies:
 - 1. To acts, omissions, or allegations including, but not limited to, those involving the access to, the compromise, collection, processing, capture, purchase, receipt through trade, safeguarding, handling, storage, retention, disclosure, printing, publication, redisclosure, dissemination, destruction, disposal, transmittal, communication, distribution, sale, lease or trade of "biometric identifiers".
 - 2. Even if:
 - a) The claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involves an act, omission or allegation described in paragraph A. above; or
 - b) Damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of an act, omission or allegation described in paragraph A. above.
- C.** The following definition is added:
 - "Biometric Identifiers"
 - 1. Means an individual's physiological, biological, or behavioral characteristics, including an individual's deoxyribonucleic acid (DNA), that can be used, singly or in combination with each other or with other identifying data, to establish individual identity.



2. Paragraph 1. above includes, but is not limited to:

- a) A retina or iris scan, fingerprint, voiceprint, or scan or image of the hand, palm, fingerprints, vein patterns or face geometry, voice recordings, keystroke patterns or rhythms, gait patterns or rhythms, sleep, health or exercise characteristics;
- b) Any biometric identifiers set forth in any federal, state, local or foreign statute, ordinance or regulation including, but not limited to, the following and amendments thereto:
 - i. The Illinois Biometric Information Privacy Act (740 ILCS 14/);
 - ii. The New York Cybersecurity Regulation (23 NYCRR Part 500);
 - iii. The California Consumer Privacy Act of 2018;
 - iv. The California Privacy Rights Act of 2020;
 - v. The European Union General Data Protection Regulation (Regulation (EU) 2016/679 – GDPR); or
 - vi. Any other federal, state, local or foreign law, statute, ordinance or regulation, addressing, in any manner or degree whatsoever, biometric Identifiers.
- c) Any biometric identifiers addressed in any common or civil law of any federal, state, local or foreign jurisdiction; and
- d) Any biometric information or data regardless of how it is captured, converted, stored, or shared, which is based, in whole or in part, on any individuals' biometric identifiers as described in paragraph 1. and 2. a. through 2. c. above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I – Property is amended as follows:

A. The following exclusion is added to Paragraph B. Exclusions:

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

Cyber Incident

1. Unauthorized access to or use of any computer system (including "electronic data").
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including "electronic data") and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including "electronic data") or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

B. Exceptions And Limitations

1. Fire Or Explosion

If a cyber incident as described in Paragraphs A.1. through A.3. of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

2. Additional Coverage

The exclusion in Paragraph A. does not apply to the extent that coverage is provided in the:

- a. Additional Coverage – Electronic Data; or
- b. Additional Coverage – Interruption Of Computer Operations.

3. Computer Fraud And Funds Transfer Fraud Endorsement

The exclusion in Paragraph A. does not apply to the Computer Fraud And Funds Transfer Fraud endorsement when attached to your policy.

4. Electronic Commerce Endorsement

The exclusion in Paragraph A. does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to your policy.

5. Information Security Protection Endorsement

The exclusion in Paragraph A. does not apply to the Information Security Protection Endorsement when attached to your policy.

C. Vandalism

The following is added to Vandalism:

Vandalism does not include a cyber incident as described in Paragraph A.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

- A. The following exclusion is added to Paragraph 1. **Applicable To Business Liability Coverage** under **B. Exclusions**:

This insurance does not apply to:

Cyber Incident

"Bodily injury", "property damage", or "personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

- B. For the purposes of this endorsement, the following is added to Paragraph F. **Liability And Medical Expenses Definitions**:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system.

2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.



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Bankers Insurance Company

Policy Number:

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE - PART I		
Terrorism Premium (Certified Acts)	\$.00	
Additional information, if any, concerning the terrorism premium:		
SCHEDULE - PART II		
Federal share of terrorism losses	80%	Year: 2019
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	80%	Year: 2019
(Refer to Paragraph B. in this endorsement.)		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention.



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However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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



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Bankers Insurance Company

5000 00000 BBOP MAIN

Date

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BURGLARY AND ROBBERY PROTECTIVE SYSTEMS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

Schedule *	Prem. No.	Bldg. No.	Protective Systems (Symbols Applicable)
	1	1	III

- The following is added to the **PROPERTY GENERAL CONDITIONS** section of the **BUSINESSOWNERS PROPERTY COVERAGE FORM**:

BURGLARY AND ROBBERY PROTECTIVE SYSTEMS

- As a condition of Burglary or Theft coverage, you are required to maintain the protective systems listed in the schedule above or a protective system of a higher symbol.
- Explanation of Symbols.** The protective systems to which this form applies are identified in the Schedule by symbols. If any change in the system is made, report the change to us immediately. The symbol groups represent:
 - Protective System Symbol II**
Front, side and rear doors protected by double cylinder dead bolt locks.
 - Protective System Symbol III**
Local burglar alarm.
 - Protective System Symbol IV**
 - Central station alarm - installation 3. Installation 3 means provides protection to all accessible windows, doors, transoms, skylights, and other openings leading from the premises; or
 - Protection providing contacts only, all movable accessible openings leading from the premises and providing one or more invisible rays or channels of radiation, with overall length of rays equivalent to the longest dimensions of the enclosed area so as to detect the movement of a person.
 - Protective System Symbol V**
 - Central station alarm- installation 2. Class Installation 2 means provides protection to all accessible windows, doors, transoms, skylights, and other openings leading from the premises and with contacts only, all inaccessible windows; and all ceilings and floors not constructed of concrete, and all halls, party and partition walls enclosing the premises, or;
 - Protection providing contacts only, all movable openings leading from the premises and providing invisible radiation to all sections of the enclosed area so as to detect the movement of a person.
 - Protective System Symbol VII**
UL approved central station alarm- Class Installation 1. Class 1 installation provides protection to all windows, doors, transoms, skylights, and other openings leading from the premises, ceilings, floor, halls, party partition and building walls enclosing the premises except building walls which are exposed to the street or public highway and above two stories in height.



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(6) **Protective System Symbol VIII**

- (a) UL approved central station alarm- Class Installation 1, Class 1 installation provides protection to all windows, doors, transoms, skylights, and other openings leading from the premises, ceilings, floor, halls, party partition and building walls enclosing the premises except building walls which are exposed to the street or public highway and above two stories in height; and
- (b) At least one guard/watchperson on duty within the premises or at its door while regularly open or closed for business. Guard/Watchperson must make at least hourly rounds and signals at least hourly to a central station outside the premises or to a police station having a police officer on duty at all times.

2. The following is added to the EXCLUSIONS section of the **BUSINESSOWNERS PROPERTY COVERAGE FORM;**

BURGLARY AND ROBBERY PROTECTION SYSTEMS

We will not pay for loss or damage caused by or resulting from theft or burglary if prior to the theft or burglary you:

- a. Knew of any suspension or impairment in any protective system listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective system listed in the Schedule above, and over which you had control, in complete working order.

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



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Bankers Insurance Company

Policy Number

Date

17 0004917800 9 13
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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VALUABLE PAPERS AND RECORDS; ELECTRONIC MEDIA AND RECORDS

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS POLICY

COVERED PROPERTY	SCHEDULE			
	Prem. No.	Bldg. No.	Additional Premium	Limit of Insurance
(a) Valuable Papers and Records (other than electronic media and records)	1	1	N/A	\$ 25,000
(b) Electronic Media and Records	1	1	N/A	\$10,000

The coverage provided by this endorsement is subject to the provisions applicable to the Businessowners Property Coverage Form of this policy including the deductible, except as provided below.

A. COVERAGE

This section is replaced by the following:

We will pay for direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY

a. Valuable Papers and Records

If additional premium is shown in the Declarations or in the Schedule for Valuable Papers and Records, Covered Property, as used in this endorsement, means the following type of property that is your property or property of others in your care, custody or control:

Valuable papers and records, meaning inscribed, printed or written:

- (1) Documents;
- (2) Manuscripts; and
- (3) Records;

including: abstracts, books, deeds, drawings, films, maps or mortgages.

But valuable papers and records does not mean:

- (4) "Money" or "Securities";

(5) Converted Data;

(6) Programs or instructions used in your data processing operations, including the materials on which the data is recorded.

b. Electronic Media and Records

If additional premium is shown in the Declarations or in the Schedule for Electronic Media and Records, Covered Property, as used in this endorsement, means the following type of property that is your property or property of others in your care, custody or control:

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; and
- (3) Programming records used for electronic data processing or electronically controlled equipment.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Property held as samples or for delivery after sale;



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- b. Property in storage away from the premises shown in the Declarations or in the Schedule; or
- c. Contraband or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS to Covered Property except those causes of loss listed in the Exclusions.

4. ADDITIONAL COVERAGE – COLLAPSE:

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

- 1. Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; breakage of building glass; all only as insured against in this policy.
 - a. Falling objects does not include loss or damage to:
 - (1) Property in the open; or
 - (2) Property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - b. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.
- 2. Hidden decay;
- 3. Hidden insect or vermin damage;
- 4. Weight of people or personal property;
- 5. Weight of rain that collects on a roof;
- 6. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

5. COVERAGE EXTENSION

Removal

If you give us written notice within 10 days of removal of Covered Property because of imminent danger of loss or damage, we will pay for loss or damage while it is:

- a. At a safe place away from the described premises; or
 - b. Being taken to and returned from that place.
- This Coverage Extension is included within the Limits of Insurance applicable to the premises from which the Covered Property is removed.

- 6. The VALUABLE PAPERS AND RECORDS Coverage Extension in the Businessowners Property Coverage Form does not apply at any premises where this endorsement applies.
- 7. The PERSONAL PROPERTY OFF PREMISES Coverage Extension in the Businessowners Property Coverage Form does not apply to Covered Property.

B. EXCLUSIONS

- 1. Section B., Exclusions of the Businessowners Property Coverage Form, does not apply to this coverage, except for:
 - a. Paragraph B.1.c., Governmental Action;
 - b. Paragraph B.1.d., Nuclear Hazard; and
 - c. Paragraph B.1.f., War and Military Action.
- 2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Dishonest acts by you, anyone else with an interest in the property, or your or their employees or authorized representatives, or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.
But this exclusion does not apply to a carrier for hire.
 - b. Errors or omissions in processing or copying.
But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this endorsement.
 - c. Electrical or magnetic injury, disturbance or erasure of electronic recordings.
But we will pay for direct loss or damage caused by lightning.
 - d. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - e. Unauthorized instructions to transfer property to any person or to any place.
 - f. Data processing media failure or breakdown or malfunction of the data processing system, including equipment and parts, while the media is being run through the system.



But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this endorsement.

- g. Wear and tear, gradual deterioration or latent defect.
 - h. Dryness or dampness of atmosphere or extremes of temperature unless such conditions result from physical damage, caused by a covered cause of loss, to an air conditioning unit or system, including equipment and parts, which is part of or used with the data processing system.
 - i. Installation, testing or work upon the data processing media or system, including equipment and parts.
3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1.a., 1.b. and 1.c. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

of part or all of any property on or off the described premises.

C. LIMIT OF INSURANCE

This section is replaced by the following:

The most we will pay for loss or damage to Covered Property in any one occurrence is the applicable Limit of Insurance shown in the Schedule or in the Declarations.

For Valuable Papers and Records not at the described premises, the most we will pay is:

- 1. \$2500; or
- 2. 25% of the valuable papers and records limit; whichever is less.

For Electronic Media and Records not at the described premises, the most we will pay is \$1000.

D. PROPERTY LOSS CONDITIONS

Paragraph d.(6) of the LOSS PAYMENT Loss Condition does not apply to valuable papers and records, or data or programming records, that are actually replaced or restored.

E. ADDITIONAL DEFINITIONS

- 1. "Money" means:
 - a. Currency, coins and bank notes whether or not in current use; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
- 2. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps whether or not in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which are not of your own issue;but does not include "money."



Bankers Insurance Company

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
BROADMOOR LLC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **J. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL COVERAGE FORM
BUSINESSOWNERS STANDARD COVERAGE FORM

SCHEDULE*

Premises No.	Bldg. No.	Windstorm Or Hail Deductible Percentage (Enter 1%, 2%, 3%, 5% Or 10%)

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

The following provisions:

The Windstorm Or Hail Deductible, as shown in the Schedule, applies to loss or damage to Covered Property caused directly or indirectly by Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. If loss or damage from a covered weather condition other than Windstorm or Hail occurs, and that loss or damage would not have occurred but for Windstorm or Hail, such loss or damage shall be considered to be caused by Windstorm or Hail and therefore part of a Windstorm or Hail occurrence.

With respect to Covered Property at a location identified in the Schedule, no other deductible applies to Windstorm or Hail.

The Windstorm Or Hail Deductible applies whenever there is an occurrence of Windstorm or Hail.

WINDSTORM OR HAIL DEDUCTIBLE CLAUSE

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2%,3%,5%, or 10% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to:

1. Each building, if two or more buildings sustain loss or damage;
2. The building and to personal property in that building, if both sustain loss or damage;
3. Personal property at each building, if personal property at two or more buildings sustains loss or damage; and
4. Personal property in the open.

We will not pay for loss or damage until the amount of loss or damage exceeds the Deductible. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit(s) of Insurance.



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When property is covered under the Coverage Extension for Newly Acquired Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at the time of loss. The applicable percentage for Newly Acquired Property is the highest percentage shown in the Schedule for any described premises.

EXAMPLE - APPLICATION OF DEDUCTIBLE:

The amounts of loss to the damaged property are \$60,000 (building) and \$40,000 (business personal property in building).

The actual Limits of Insurance on the damaged property are \$80,000 on the building and \$64,000 on the business personal property.

The Deductible is 2%.

Building

Step (1): $\$80,000 \times 2\% = \$1,600$

Step (2): $\$60,000 - \$1,600 = \$58,400$

Business Personal Property

Step (1): $\$64,000 \times 2\% = \$1,280$

Step (2): $\$40,000 - \$1,280 = \$38,720$

The most we will pay is \$97,120 (\$58,400 + \$38,720). The portion of the total loss that is not covered due to the application of the Deductible is \$2,880 (\$1,600 + \$1,280).



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE

Coverage	Additional Premium
A. Hired Auto Liability:	\$ 43.00
B. Non-Owned Auto Liability:	\$ 71.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Hired Auto Liability

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

2. Non-Owned Auto Liability

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

B. For insurance provided by this endorsement only:

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

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

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

This exclusion applies:

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

This exclusion does not apply to:

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

k. "Property damage" to:

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



2. The following Exclusions are added:
We do not cover under this Endorsement:
- a. For any insured whose "bodily injury" or "property damage" results from the discharge of a firearm.
 - b. Workers' Compensation and Similar Laws, to the extent it benefits:
 - (1) Any workers' compensation or disability benefits insurance company;
 - (2) A self-insurer under any workers' compensation law, disability benefits law, or similar law; or
 - (3) Any government or any of its political subdivisions or agencies;
 - c. Punitive or Exemplary Damage;
 - d. Arising out of any order of restitution issued by a court in a criminal proceeding or equitable action;
 - e. "bodily injury" or "property damage":
 - (1) Sustained by any insured;
 - (2) Arising out of fraud committed by any insured; or
 - (3) Arising out of a violation of any penal statute or ordinance by or with the consent of an insured.
3. Paragraph C. **Who Is An Insured**, is replaced by the following:
Each of the following is an insured under this Endorsement, while operating, maintaining or using and "auto", to the extent set forth below:
- a. If you are doing business as an individual:
 - (1) For a "hired auto":
 - (a) You; or
 - (b.) Any other person using a "hired auto" with your expressed or implied permission;
 - (2) For a "non-owned auto":
 - (a) You;
 - (b) Any partner or "executive officer" of yours while in the conduct of your business; or
 - (c) Any "employee" of yours, but only while such "non-owned auto" is being used in your business; and
 - (3) Any other person or organization, but only for their liability because of acts or omissions of an insured under a.(1) or a.(2) above.
 - b. If you operating as a corporation, limited liability company or partnership:
 - (1) You are an insured for "property damage".
 - (2) Your partner(s), executive officer(s), member(s) or manager(s) of a Limited Liability Corporation and employee(s) while using:
 - (a) a "non-owned auto" in connection with your business at the time of the accident or loss; or
 - (b) a "hired auto" with your express or implied permission. Provided that such vehicle is being used in connection with your business at the time of the accident or loss.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by insured in 3.a. or 3.b. above.
 - d. The following are not an insured:
 - (1) Any person while in the conduct of your business for "bodily injury":
 - (a) Sustained by any co-"employee" of such person;
 - (b) Sustained by the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury"; or
 - (c) that results from any obligation to share damages with or repay someone else who must pay damages because of the injury sustained;
in the course and scope of employment;
 - (2) Any partner or "executive officer", member or Limited Liability Company manager for any "auto" owned by such partner or officer or a member of his or her household;
 - (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate and we insure for you;
 - (4) The owner or lessee (of whom you are a sub-lessee) of a "hired auto", owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
 - (5) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. Limits of Insurance.

The most we will pay under this coverage regardless of the number of insureds, claims made, vehicles insured, or vehicles involved in any one accident are as follows:

1. The most we will pay for all damages that result from "bodily injury" as covered by this endorsement, will be the lesser of:
 - a. The Limit Of Insurance shown for "bodily injury" in the Declarations for the coverage(s); or
 - b. The amount of all damages resulting from "bodily injury that the insured is legally liable to pay, reduced by:
 - (1) The sum of all payments for damages due to "bodily injury" made by or on behalf of any person or organization who is or may be held legally liable for that "bodily injury";
 - (2) All amounts that:
 - (a) Have already been paid;
 - (b) Could have been paid; or
 - (c) Could be paid;to or for the insured under any workers' compensation law, disability benefits law, or similar law;
 - (3) All amounts that have already been paid as either benefits or expenses under Medical Payments coverage, no-fault coverage, Personal Injury Protection coverage, or any similar coverage provided by any motor vehicle insurance policy; and
 - (4) All amounts paid or payable under this Policy or any policy of property insurance.

2. Subject to Paragraph 1. above, the most we will pay for "property damage" is the lesser of:

- (1) The cost to repair the damaged property;
- (2) The actual cash value of the damaged property; or
- (3) The Limit of Insurance shown for "property damage" on the Declaration for the coverage(s).

The amount we pay under this coverage will not increase the applicable Limit of Insurance.

D. The following additional definitions apply:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired Auto" means any "auto" loaned to you or that you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from or is loaned to you by any of your "employees", your partners or your "executive officers" or members of their households.
3. "Non-Owned Auto" means any "auto" which is loaned to you that you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

All other terms, limits and provisions of the Policy apply and remain unchanged.



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