

Additional Named Insureds

Other Named Insureds

Churchill McGee Contracting LLC	Additional Insured
Churchill McGee LLC	Additional Insured
Churchill McGee Of Ohio LLC	Additional Insured
J Patrick McGee	Additional Insured
Nathan Churchill	Additional Insured
Ncjmp LLC	Additional Insured

Select Contractors Endorsement

CM 7071 (12-14)

This endorsement changes the policy. Please read it carefully.

I. ACCOUNTS RECEIVABLE COVERAGE

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

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

A. COVERAGE

1. We will pay:

- a. All amounts due from your customers that you are unable to collect;
- b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- c. Collection expenses in excess of your normal collection expenses that are made necessary by the "loss"; and
- d. Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from Covered Causes of Loss to your records of accounts receivable.

2. PROPERTY NOT COVERED

Coverage does not apply to:

- a. Records of accounts receivable in storage away from the "premises" shown in the Declarations; or
- b. 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 your records of accounts receivable except those causes of "loss" listed in the Exclusions.

4. ADDITIONAL COVERAGE- COLLAPSE

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

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; or water damage all only as covered in this Coverage Form;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

5. COVERAGE EXTENSION

Removal

If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of "loss," we will pay for "loss" while they are:

- a. At a safe place away from your "premises"; or
- b. Being taken to and returned from that place.

This Coverage Extension is included within the Limit of Insurance applicable to the "premises" from which the records of accounts receivable are removed.

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. NUCLEAR HAZARD

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for a "loss" caused by or resulting from any of the following:

- a.** Delay, loss of use, loss of market or any other consequential loss.
- b.** Dishonest acts by:
 - (1) You, your employees or authorized representatives;
 - (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

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

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

- d.** Bookkeeping, accounting or billing errors or omissions.
- e.** Electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:

- (1) Programming errors or faulty machine instructions;
- (2) Faulty installation or maintenance of data processing equipment or component parts;
- (3) An occurrence that took place more than 100 feet from your "premises," or
- (4) Interruption of electrical power supply, power surge, blackout or brownout if the cause of such occurrence took place more than 100 feet from your "premises."

But, we will pay for direct "loss" caused by lightning.

- f.** 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.
 - g.** Unauthorized instructions to transfer property to any person or to any place.
- 3.** We will not pay for "loss" that requires any audit of records or any inventory computation to prove its factual existence.
 - 4.** We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
 - a.** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."

- b. 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 wherever located.
- d. Collapse except as provided in the Additional Coverage-Collapse section of this Coverage Form.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds a Deductible of \$500. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

1. DETERMINATION OF RECEIVABLES

General Condition E. Valuation in the Commercial Inland Marine Conditions is replaced by the following:

- a. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of "loss," the following method will be used:
 - (1) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the "loss" occurs; and

- (2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the "loss" occurred or for any demonstrated variance from the average for that month.

- b. The following will be deducted from the total amount of accounts receivable, however that amount is established:

- (1) The amount of the accounts for which there is no "loss";
- (2) The amount of the accounts that you are able to re-establish or collect;
- (3) An amount to allow for probable bad debts that you are normally unable to collect; and
- (4) All unearned interest and service charges.

2. RECOVERIES

The following is added to Commercial Inland Marine Loss Condition I. Recoveries:

You will pay us the amount of all recoveries you receive for a "loss" paid by us. But any recoveries in excess of the amount we have paid belong to you.

- 3. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. COVERAGE TERRITORY

We cover records of accounts receivable:

- (1) Within your "premises"; and
- (2) Away from your "premises" while in transit or within premises of others if those premises are located or the transit is within:
 - (a) The United States of America;
 - (b) Puerto Rico; and
 - (c) Canada.

F. DEFINITIONS

- 1. "Loss" means accidental loss or damage.
- 2. "Premises" means that interior portion of the building at the address shown in the Declarations that you occupy for your business.

II. CONTRACTORS INSTALLATION FLOATER COVERAGE

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

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

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY, as used in this Coverage Form, means:

- a. Your property consisting of materials, supplies, machinery, fixtures and equipment intended for installation;
- b. Similar property of others in your care, custody or control; and
- c. Portable tools rented to you;

all while at your locations of construction or at any temporary storage location if the property is specifically designated for a location of construction we cover, or in transit in or on vehicles owned, rented or leased by you.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Any property used in the construction, repair or demolition of any tunnel, bridge, pier, wharf, dock or slip or any means of water transportation;
- b. Buildings or structures;
- c. Building materials including structural steel, brick, lumber, siding, roofing, glass and similar materials that have been installed and have become a permanent part of the realty;
- d. Plans, blueprints, designs or specifications or other valuable papers;
- e. Construction equipment;
- f. Contraband, or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss mean 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 direct "loss" caused by or resulting from risks of direct physical "loss" involving collapse of all or part of a building or structure caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; or water damage all only as covered in this Coverage Form;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. NUCLEAR HAZARD

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

(2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. WATER

Flood surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not.

But we will pay for direct "loss" caused by resulting fire, explosion or theft if these causes of "loss" would be covered under this Coverage Form.

This exclusion (d) does not apply to Covered Property in transit.

2. We will not pay for a "loss" caused by or resulting from any of the following:
- a. Delay, loss of use, loss of market or any other consequential loss.
 - b. Unexplained disappearance.
 - c. Shortage found upon taking inventory.
 - d. Dishonest acts by:
 - (1) You, your employees or authorized representatives;
 - (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
 - (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

e. Processing or work upon the property.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

f. Artificially generated current creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

This exclusion only applies to "loss" to that article in which the disturbance occurs.

g. 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.

h. Unauthorized instructions to transfer property to any person or to any place.

i. Theft from an unattended vehicle, unless the vehicle is locked and there is visible evidence of forcible entry.

j. "Loss" to steam boilers, steam pipes, steam engines or similar pressure vessels caused by explosion, rupture or bursting of these items.

k. Testing.

3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."

b. 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 wherever located.

d. Collapse except as provided in the Additional Coverage-Collapse section of this Coverage Form.

e. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation, mechanical breakdown, insects, vermin, rodents, corrosion, rust, dampness, cold or heat.

C. LIMITS OF INSURANCE

The most we will pay for "loss" is as follows:

- 1. The applicable Limit of Insurance shown in the Declarations for:
 - a. any one location of construction or any one temporary storage location covered; and
 - b. covered property in transit;
- 2. \$2,500 for portable tools rented to you.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds a Deductible of \$500. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. COVERAGE TERRITORY

We cover property wherever located within:

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

F. DEFINITIONS

"Loss" means accidental loss or damage.

III. TOOL FLOATER COVERAGE

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

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

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY

As used in this Coverage Form, Covered Property means tools and equipment:

- a. That you own;
- b. That you do not own but are property of others in your care, custody or control; and
- c. That are owned by your employees while the tools and equipment are at a premises that you own or operate or at a jobsite.

2. PROPERTY NOT COVERED

Covered Property does not include 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 direct "loss" caused by or resulting from risks of direct physical "loss" involving collapse of all or part of a building or structure caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; or water damage all only as covered in this Coverage Form;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. NUCLEAR HAZARD

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;

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

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

2. We will not pay for a "loss" caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.

- b. Unexplained disappearance.

- c. Shortage found upon taking inventory.

- d. Dishonest acts by:

- (1) You, your employees or authorized representatives;

- (2) Anyone else with an interest in the property, or their employees or authorized representatives; or

- (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

- e. Processing or work upon the property.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

- f. Artificially generated current creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

This exclusion only applies to "loss" to that article in which the disturbance occurs.

- g. 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.
- h. Unauthorized instructions to transfer property to any person or to any place.
- i. Breakage, marring, scratching, tearing or denting, unless caused by any of the following Causes of Loss.
- (1) Fire;
 - (2) Lightning;
 - (3) Aircraft;
 - (4) Theft or attempted theft;
 - (5) Windstorm or hail;
 - (6) Earthquake;
 - (7) Flood;
 - (8) Explosion;
 - (9) Vandalism;
 - (10) Collision, derailment or overturn of conveyance.
- j. Fouling or explosion of firearms, engines or similar pressure vessels caused by explosion, rupture or bursting of these items.
3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."
 - b. 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 wherever located.
 - d. Collapse except as provided in the Additional Coverage-Collapse section of this Coverage Form.
 - e. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation, mechanical breakdown, insects, vermin, rodents, corrosion, rust, dampness, cold or heat.
- C. LIMITS OF INSURANCE**
- The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations.
- For any one item of Covered Property, we will not pay more than the actual cash value of the item as of the time of "loss" or \$2,500, whichever is less.
- D. DEDUCTIBLE**
- We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds a Deductible of \$500. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.
- E. ADDITIONAL CONDITIONS**
- The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:
1. **COVERAGETERRITORY**
- We cover property wherever located.
- F. DEFINITIONS**
- "Loss" means accidental loss or damage.
- IV. VALUABLE PAPERS AND RECORDS COVERAGE**
- Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.
- Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.
- Other words and phrases that appear in quotation marks have special meaning. Refer to Section F - DEFINITIONS.
- A. COVERAGE**
- We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY, as used in this Coverage Form, means "valuable papers and records" that are your property or the property of others in your care, custody or control.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Property held as samples or for delivery after sale;
- b. Property in storage away from the "premises" as shown in the Declarations; 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 direct "loss" caused by or resulting from risks of direct physical "loss" involving collapse of all or part of a building or structure caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; or water damage all only as covered in this Coverage Form;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

5. COVERAGE EXTENSIONS

a. Removal

If you give us written notice within 10 days of removal of your records of your "valuable papers and records" because of imminent danger of a "loss," we will pay for "loss" while it is:

(1) At a safe place away from your "premises"; or

(2) 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.

b. Away From Your Premises

We will pay up to \$5,000 for "loss" to Covered Property while it is away from your "premises."

The Limit for this Coverage Extension is additional insurance.

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. NUCLEAR HAZARD

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

(2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. WAR AND MILITARY ACTION

(1) War, including undeclared or civil war;

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

- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for a "loss" caused by or resulting from any of the following:
- Delay, loss of use, loss of market or any other consequential loss.
 - Dishonest acts by:
 - You, your employees or authorized representatives;
 - Anyone else with an interest in the property, or their employees or authorized representatives; or
 - Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.
- Errors or omissions in processing or copying. But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.
 - Electrical or magnetic injury, disturbance or erasure of electronic recording. But we will pay for direct "loss" caused by lightning.
 - 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.
 - Unauthorized instructions to transfer property to any person or to any place.
3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
- Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."

- Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- Faulty, inadequate or defective:
 - Planning, zoning, development, surveying, siting;
 - Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - Materials used in repair, construction, renovation or remodeling; or
 - Maintenance;

of part or all of any property wherever located.
- Collapse except as provided in the Additional Coverage-Collapse section of this Coverage Form.
- Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration, insects, vermin, rodents.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds a Deductible of \$500. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

1. RECOVERIES

The following is added to Commercial Inland Marine Loss Condition I. Recoveries:

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. If so, your "loss" will be readjusted based on the amount you received for the property recovered, with allowance for recovery expense incurred.

2. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. COVERAGE TERRITORY

We cover property:

- (1) within your "premises"; and
- (2) Away from your "premises" while in transit or within premises of others if those premises are located or the transit is within:
 - (a) The United States of America;
 - (b) Puerto Rico; and
 - (c) Canada.

F. DEFINITIONS

- 1. "Loss" means accidental loss or damage.
- 2. "Valuable papers and records" means inscribed printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.
But "valuable papers and records" does not mean "money" or "securities," converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.
- 3. "Premises" means that interior portion of the building at the address shown in the Declarations that you occupy for your business.
- 4. "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.
- 5. "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 cards are not of your own issue;
 but does not include "money."

V. LEASED, RENTED OR BORROWED EQUIPMENT

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

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

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

- 1. COVERED PROPERTY, as used in this Coverage Form, means contractor's equipment which is leased, rented or borrowed from others and in your care, custody or control.

2. PROPERTY NOT COVERED

Coverage Property does not include:

- a. Contraband, or property in the course of illegal transportation or trade.
- b. Plans, blueprints, designs and specifications;
- c. Aircraft, watercraft, automobiles, motor trucks or any conveyances designed for highway use.

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 direct "loss" caused by or resulting from risks of direct physical "loss" involving collapse of all or part of a building or structure caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; or water damage all only as covered in this Coverage Form;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;

- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. NUCLEAR HAZARD

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for a "loss" caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.

- b. Unexplained disappearance.
- c. Shortage found upon taking inventory.
- d. Dishonest acts by:

- (1) You, your employees or authorized representatives;
- (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

- e. Processing or work upon the property.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

- f. Artificially generated current creating a short circuit or other electric disturbance with an article covered under this Coverage Form.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

This exclusion only applies to "loss" to that article in which the disturbance occurs.

- g. 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.

- h. Unauthorized instructions to transfer property to any person or to any place.

- i. Weight of any load that exceeds the registered lifting or supporting capacity of any machine.

- j. Any cause, except by fire or theft to tires or tubes, unless other Covered Causes of Loss contribute concurrently to the "loss."

3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."
- Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss."
 - Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - Faulty, inadequate or defective:
 - Planning, zoning, development, surveying, siting;
 - Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - Materials used in repair, construction, renovation or remodeling; or
 - Maintenance;

of part or all of any property wherever located.
 - Collapse except as provided in the Additional Coverage-Collapse section of this Coverage Form.
 - Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation, mechanical breakdown, insects, vermin, rodents, corrosion, rust, dampness, cold or heat.
 - Explosion of any steam boiler, steam piping or pressure vessel that you own or operate.
4. We will not pay for a "loss" when the Covered Property is:
- Waterborne, but, if "loss" by fire occurs, we will pay for the resulting "loss."
 - Underground, in caissons or underwater.
 - A permanent part of any structure.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds a Deductible of \$500. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. COVERAGETERRITORY

We cover property wherever located within:

- The United States of America;
- Puerto Rico; and
- Canada.

F. DEFINITIONS

- "Loss" means accidental loss or damage.

VI. BUSINESS INCOME COVERAGE AND EXTRA EXPENSES

This coverage modifies insurance provided under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM and the CAUSES OF LOSS-SPECIAL FORM.

This coverage is subject to the provisions, including exclusions and limitations, applicable to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, except as provided below.

The following are added to Paragraph A.4. Additional Coverages of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM.

A. BUSINESS INCOME COVERAGE

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." The "suspension" must be caused by direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 100 feet, caused by or resulting from a Covered Cause of Loss.

We will only pay for loss of Business Income that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance.

Business Income means:

1. The Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and for manufacturing risks, net income includes the net sales value of production.
2. The continuing normal operating expenses incurred, including payroll.

3. Rental Value

Rental Value means Business Income that consists of:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
- b. Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

B. EXTRA EXPENSE COVERAGE

We will pay necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 100 feet, caused by or resulting from a Covered Cause of Loss.

Extra Expense means expense incurred:

1. To avoid or minimize the "suspension" of business and to continue "operations":
 - a. At the described premises; or
 - b. At replacement premises or at temporary locations, including:
 - (1) Relocation expenses; and
 - (2) Costs to equip and operate the replacement or temporary locations.
2. To minimize the "suspension" of business if you cannot continue "operations."

3. a. To repair or replace any property; or

- b. 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 A., Business Income.

We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance.

C. DEFINITIONS

1. "Operations" means your business activities occurring at the described premises.
2. "Period of Restoration" means the period of time that:
 - a. 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
 - b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" 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."

3. "Suspension" means:
 - a. The slowdown or cessation of your business activities; or
 - b. That a part of all of the described premises is rendered untenable. If coverage for Business Income including "Rental Value" or "Rental Value" applies.

VII. COMPUTER COVERAGE

This coverage modifies insurance provided under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM and the CAUSES OF LOSS - SPECIAL FORM.

This coverage is subject to the provisions, including exclusions and limitations, applicable to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, except as provided below.

The following is added to Paragraph A.4. Additional Coverages of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM.

We will pay for:

1. Loss or damage to "electronic data processing equipment" and "electronic media and records," and
2. The cost of reproducing lost or damaged "electronic media and records,"

which you own, lease or rent from others, for which you are legally responsible, when loss or damage is caused by:

1. Direct physical loss caused by any Covered Cause of Loss;
2. Loss caused by interruption of service to the premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to any generating plant, powerhouse, substation, transformer or other equipment which furnishes electricity to your premises;
3. Mechanical breakdown;
4. Artificially generated current creating a short circuit, blow-out or other electrical disturbance within an article insured under this coverage.

Subject to the limit of coverage provided by this Select Contractors Endorsement, loss or damage to "electronic data processing equipment" and "electronic media and records" caused by mechanical breakdown and artificially generated current shall be a Covered Cause of Loss under Business Income Coverage.

This coverage does not apply to loss or damage which is covered by any maintenance or service agreement that applies to your "electronic data processing equipment" or "electronic media and records."

The most we will pay under this Additional Coverage is \$50,000 for any one occurrence.

"Electronic Data Processing Equipment" means:

1. Programmable electronic equipment that is used to store, retrieve and process data; and
2. Associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as data transmission;

except as described in "electronic media and records" below.

"Electronic Media and Records" means:

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.

This is an additional amount of insurance.

VIII. UTILITY SERVICES - DIRECT DAMAGE

This coverage modifies insurance provided under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM and the CAUSES OF LOSS - SPECIAL FORM.

This coverage is subject to the provisions, including exclusions and limitations, applicable to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, except as provided below.

The following is added to Paragraph A.4. Additional Coverages of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM.

1. We will pay for loss or damage to Covered Property at the premises described in the Declarations, caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph 2. if such property is located outside a covered building described in the Declarations.
2. Utility Services
 - a. Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (1) Pumping stations; and
 - (2) Water mains.
 - b. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:

- (1) Communication transmission lines, including optic fiber transmission lines;
 - (2) Coaxial cables; and
 - (3) Microwave radio relays except satellites; and
 - (4) Overhead transmission lines.
- c. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
- (1) Utility generating plants;
 - (2) Switching stations;
 - (3) Substations;
 - (4) Transformers;
 - (5) Transmission lines; and
 - (6) Overhead Transmission Lines.

The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

This is an additional amount of insurance.

IX. CARE, CUSTODY OR CONTROL COVERAGE

This coverage modifies insurance provided under the Commercial General Liability Coverage Form. What is and is not covered.

A. COVERAGE

SCHEDULE

Property Damage-Limit of \$50,000 each occurrence
Liability Insurance
Deductible \$ 250 per occurrence

With respect to the Limit of Insurance shown in the Schedule, the insurance provided under COVERAGE A (Section I) applies to "property damage" to property of others while in your care, custody or control or other property over which for any purpose you are exercising physical control, if damage arises out of the installation, repair, alteration or other operations incidental to your business.

B. EXCLUSIONS

The exclusions under COVERAGE A (Section I) are amended as follows:

- 1. All exclusions shall apply except Exclusions j. Sections (4) and (5).
- 2. The following additional exclusions are added:
This insurance does not apply to:
 - a. Injury to or destruction of property:

- (1) Held by you for servicing, repair, storage or sale at premises or the ways adjacent, which you own, rent or occupy.
- (2) While transported by or caused by, including "loading or unloading" "any aircraft," "auto," "mobile equipment" or watercraft owned or operated by or rented or loaned to any insured.

C. LIMITS OF INSURANCE

Limits of Insurance (Section III) is amended by addition of the following:

Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damage in excess of the deductible amount shown in the above Schedule.

The Limit of Insurance shown in the Schedule for Each Occurrence will be reduced by the deductible amount. The General Aggregate Limit for this coverage will not be reduced by the application of such deductible amount.

The deductible shown in the Schedule shall apply to the insurance provided by this endorsement in addition to any other deductible provision applicable to Coverage A.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

X. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This coverage modifies insurance provided under the Commercial General Liability Coverage Form.

- A. Who Is An Insured (Section II) is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person or organization.

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

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

XI. ADDITIONAL INSURED - AUTOMATIC STATUS BY CONTRACT, AGREEMENT OR PERMIT

This coverage modifies insurance provided under the Commercial General Liability Coverage Form.

- A. Who Is An Insured (Section II) is amended to include as an additional insured any person, organization, state or political subdivision when you and such person, organization, state or political subdivision have agreed because of a written contract, written agreement or permit that such person, organization, state or political subdivision be added as an additional insured on your policy. Such person, organization, state or political subdivision is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 1. Your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations; or
 2. In connection with your ownership, maintenance or use of premises owned or used by you.

A person's, organization's, state's or political subdivision's status as an additional insured ends when your operations for that additional insured or for which the state or political subdivision has issued a permit, are completed.

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

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury," "property damage," or "personal and advertising injury" that occurs prior to the execution of the written contract or written agreement or prior to the issuance of the permit.
- b. "Bodily injury," "property damage," or "personal and advertising injury" resulting from the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

- c. "Bodily injury" or "property damage" occurring after:

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

- C. When managers or lessors of premises are included as an insured, the following additional exclusions apply.

2. Exclusions

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the managers or lessors of the premises.

- D. When owners or other interests from whom land has been leased are included as an insured, the following additional exclusions apply.

2. Exclusions

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.

XII. AMENDMENT - AGGREGATE LIMITS OF INSURANCE PER PROJECT

This coverage modifies insurance provided under the Commercial General Liability Coverage Form.

The General Aggregate Limit under LIMIT OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

XIII. POLLUTION LIABILITY COVERAGE
LIMITED EXCEPTION TO THE POLLUTION EXCLUSION FOR A SHORT-TERM EVENT

CLAIM EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY

This coverage modifies insurance provided under the Commercial General Liability Coverage Form.

SCHEDULE

LIMIT OF LIABILITY: \$100,000

A. The following replaces Exclusion f. under Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

f. Pollution

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

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

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

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

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

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

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

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

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

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

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

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

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

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

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

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

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

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

B. Limits of Insurance (Section III) is replaced by the following:

The most we will pay for damage and claim expenses because of "bodily injury" or "property damage" arising out of a "short-term pollution event" is the limit of liability shown in the schedule for each occurrence.

Claim expenses shall be part of and not in addition to the limit of liability shown in the schedule.

Claim expenses are defined as:

- 1. The reasonable and necessary fees charged by any lawyer designated by us or by the insured in defending the insured; and
- 2. All other reasonable and necessary fees, costs, and expenses incurred on behalf of the insured by us or by the insured in the investigation, adjustment, defense and appeal of any claim.

Our right and duty to defend end when we have used up the limit of liability for this coverage in payment of judgments, settlements or defense costs incurred by us.

No other obligation or liability to pay sums or perform acts or services is covered under this provision.

C. The following are added to the Definitions Section:

- 1. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:
 - a. Begins during the policy period;
 - b. Begins at an identified time and place;
 - c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";
 - d. Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;
 - e. Does not originate from an "underground storage tank"; and

f. Is not heat, smoke or fumes from a "hostile fire."

To be a "short-term pollution event," the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions a. through f. of this definition to be considered a "short-term pollution event."

- 2. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

**XIV. CONTRACTORS PROFESSIONAL LIABILITY COVERAGE
CLAIM EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY**

This coverage modifies insurance provided under the Commercial General Liability Coverage Form.

SCHEDULE

LIMIT OF LIABILITY: \$50,000

A. COVERAGE

We will pay those sums that the insured becomes legally obligated to pay as damages for faulty design including consequential loss. The damage must have resulted from the insured's negligent act, error, or omission while acting as a contractor.

B. EXCLUSIONS

This insurance does not apply to:

- 1. "Bodily injury," "property damage" or "personal and advertising injury."
- 2. Liability arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.
- 3. Liability because of an error or omission:
 - a. In the preparation of estimates or job costs;
 - b. Where cost estimates are exceeded;

- c. In the preparation of estimates of profit or return on capital;
- d. In advising or failure to advise on financing of the work or project; or
- e. In advising or failure to advise on any legal work, title checks, form of insurance, or suretyship.

C. Limits of Insurance (Section III) is replaced by the following:

The most we will pay for damages and claim expenses for any one claim under this coverage is the limit of liability shown in the schedule for each occurrence.

Claim expenses shall be part of and not in addition to the limit of liability shown in the schedule.

Claim expenses are defined as:

1. The reasonable and necessary fees charged by any lawyer designated by us or by the insured in defending the insured; and
2. All other reasonable and necessary fees, costs, and expenses incurred on behalf of the insured by us or by the insured in the investigation, adjustment, defense and appeal of any claim.

Our right and duty to defend end when we have used up the limit of liability for this coverage in payment of judgments, settlements or defense costs incurred by us.

No other obligation or liability to pay sums or perform acts or services is covered under this provision.

XV. CONTRACT PENALTY COVERAGE

This coverage modifies insurance provided under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CAUSES OF LOSS - SPECIAL FORM and applies to all coverages included in the Select Contractors Endorsement.

We will pay up to \$5,000 for contractual penalties that you are required to pay your customers. These contractual penalties must be a result of any clause in your contracts for failure to timely deliver your products according to contract terms. These contractual penalties must result from direct physical loss or damage to your Covered Property caused by or resulting from a Covered Cause of Loss.

XVI. YOUR BUSINESS PERSONAL PROPERTY

This coverage modifies insurance provided under the BUSINESS AND PERSONAL PROPERTY COVERAGE FORM and the CAUSES OF LOSS - SPECIAL FORM.

This coverage is subject to all the provisions, including exclusions and limitations applicable to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, except as provided below.

A. COVERAGE

We will pay for direct physical loss of or damage to Your Business Personal Property at the premises described in the Declarations, caused by or resulting from any Covered Cause of Loss. The Cause of Loss - Special Form applies to this coverage.

B. LIMITS OF INSURANCE

The LIMITS OF INSURANCE provision of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM applies to this coverage. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Your Business Personal Property shown in the Declarations.

C. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds a Deductible of \$500. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

Primary and Noncontributory - Other Insurance Condition

CG 7061 (04-13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other primary insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other primary insurance available to the additional insured.

Kentucky Changes - Cancellation And Nonrenewal

IL 0263 (09-00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTO COVERAGE FORM
- COMMERCIAL CRIME COVERAGE FORM*
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL INLAND MARINE COVERAGE FORM
- COMMERCIAL PROPERTY COVERAGE FORM
- COMMERCIAL UMBRELLA COVERAGE FORM

* The endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A) or to public employee dishonesty (Coverage Forms O and P).

A. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2. Cancellation of Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

B. The following is added to the CANCELLATION Common Policy Condition:

7. Cancellation of Policies in Effect For More Than 60 Days

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

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;
- (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;

(5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;

(6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

b. If we cancel this policy based on paragraph 7.a. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

- (1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or
- (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in 7.a.(2) through 7.a.(7) above.

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

NONRENEWAL

1. For the purpose of this Condition:

- a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of 6 months; and