



TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.
(A STOCK COMPANY)
215 SHUMAN BLVD., SUITE 400 – NAPERVILLE, IL 60563

REPLACEMENT OF THE TRUCKERS COVERAGE FORM WITH THE MOTOR CARRIER COVERAGE FORM NOTICE TO POLICYHOLDERS

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

Dear Policyholder:

The Truckers Coverage Form is being replaced with the Motor Carrier Coverage Form. While the Motor Carrier Coverage Form contains many provisions substantially similar to those within the Truckers Coverage Form, this Notice briefly highlights some of the key differences between these coverage forms.

The Truckers Coverage Form did not contain provisions (now in the Motor Carrier Coverage Form) that specifically design aspects of coverage to respond to hold harmless agreements found in some leasing contracts that may exist between lessors and lessees. As such, the Truckers Coverage Form typically would add the lessor as an insured on the lessee's policy even when the lessee is not required to hold the lessor harmless. In contrast, the Motor Carrier Coverage Form is designed to address hold harmless agreements that may be contained in leasing contracts. Thus, if required, the lessor may be added as an insured under a lessee's policy or the lessee may be added as an insured under the lessor's policy. **In some instances, this is a reduction in coverage because the lessor will not be added as an insured on the lessee's policy, irrespective of the leasing requirements.** Therefore, you should familiarize yourself with your leasing contracts as they may play an important role in determining how your Motor Carrier Coverage Form will respond.

If coverage is provided under the Truckers Coverage Form, it will typically apply on a primary basis when you are a lessee and excess when you are a lessor. If you are a lessor under the Motor Carrier Coverage Form, then your policy will typically apply on an excess basis, UNLESS you are required to hold a lessee harmless in a written agreement, in which case your policy will typically be primary. However, if you are a lessee, then your Motor Carrier Coverage Form will typically apply on a primary basis, UNLESS a lessor is required to hold you harmless in a written agreement, in which case your policy will typically be excess.

Carefully review your policy and any hold harmless agreements you may have entered and contact your agent if you have any questions.



IMPORTANT NOTICE TO POLICYHOLDERS

In the event you need to contact someone about this policy, please contact your agent. If you have additional questions you may contact the insurance company issuing this policy as shown below.

TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.		
Claims Questions	Policy Questions	All Other Inquiries
<p>P. O. Box 2148 Warrenville, IL 60555-9936 800-474-2526 claims.reporting@transguard.com</p>	<p>301 N. Lake Avenue, #400 Pasadena, CA 91101 800-252-6725 premier@transguard.com</p>	<p>215 Shuman Blvd., #400 Naperville, IL 60563 800-323-8560 transguard.compliance@transguard.com</p>

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent or the company, please have your policy number available.

NOTICE TO POLICYHOLDERS POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program is subject to a termination date of December 31, 2014 unless extended by the federal government. If the federal Program terminates, or is extended with certain changes prior to or during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

THE TERRORISM ENDORSEMENTS ATTACHED TO YOUR POLICY REFLECT THE COVERAGE YOU SELECTED BASED ON THE CURRENT TERRORISM RISK INSURANCE PROGRAM.

The coverage terms provided by these endorsements may cease as of December 31, 2014. Due to the potential change in coverage during the term of your policy, one or more of the following Conditional Exclusion Of Terrorism Endorsements are also attached. The following chart outlines these Conditional Endorsements:

Line of Business	Conditional Endorsement (attached in most states)	Conditional Endorsement (state specific)
Property Inland Marine	IL 09 95 (01/07)	Alaska: IL 00 35 (01/07) Idaho: IL 00 56 (01/07)
Crime and Fidelity	CR 07 52 (01/07)	Alaska: CR 07 55 (01/07)
General Liability	CG 21 87 (01/07)	Alaska: CG 32 14 (01/07) Washington: CG 32 20 (01/07)

These Conditional Endorsements and their provisions become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is/was scheduled to terminate at the end of December 31, 2014 unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you. Our deductible is 20% of the total of our previous year's direct earned premiums. The government's share is 85% of the terrorism losses paid by us above the deductible.

You should carefully review the specific Conditional Exclusion Of Terrorism Endorsements that are attached to your policy in order to understand how these changes might impact your coverage.



**COMMERCIAL PACKAGE POLICY
COMMON POLICY DECLARATIONS**

Policy Number TCP 0000542 01
Renewal of TCP 0000542

Policy Period From 07/02/2015 **To** 07/02/2016
12:01 A.M. Standard Time at the Named Insured's Address

Transaction RENEWAL DECLARATION

Customer #: BRATNU0006

Pay Plan: 10 Pay Plan CPP Sprd CUSTOMER BILL

Named Insured and Mailing Address
BRANDON TANKERSLEY
SOUTHEAST MOVING SERVICE
318 FARMWAY DR., SE
CLEVELAND TN 37323-9420

Agent Name and Address
J. SMITH LANIER 1001060
1610 S. CHURCH ST.
MURFREESBORO TN 37130
Telephone: 615-898-1919

Business Description
MOVING AND STORAGE

Type of Business
INDIVIDUAL/MARRIED

Audit Period
NONE

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART DESCRIPTION		PREMIUM
Commercial Auto - Motor Carriers	\$	13,451.00
Commercial Property	\$	300.00
General Liability	\$	900.00
Inland Marine	\$	2,729.00

POLICY PREMIUM	\$	17,380.00
TAXES AND SURCHARGES *	\$	
TOTAL AT INCEPTION	\$	17,380.00

Form(s) applicable to all Coverage Parts: See Attached Forms Inventory Schedule

These Declarations together with the common policy conditions, coverage form(s), and any endorsement(s) complete the above numbered policy.

Countersigned:

*Surcharges do not apply in New York

Authorized Representative

Issued Date: 07/06/2015

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LOCATION ADDRESS SCHEDULE

Policy Number:
TCP 0000542 01
Named Insured:
BRANDON TANKERSLEY
Agent:
J. SMITH LANIER

1001060

LOCATION ADDRESS SCHEDULE

Prem # 1 Bldg # 1
318 FARMWAY DR. SE
CLEVELAND, TN 37323

OCCUPIED AS:
OFFICE



POLICY INTEREST SCHEDULE

Policy Number:
TCP 0000542 01
Named Insured:
BRANDON TANKERSLEY
Agent:
J. SMITH LANIER

1001060

POLICY INTEREST SCHEDULE

Prem # 1

LOSS PAYEE
WELLS FARGO AUTO FINANCE
P.O. BOX 29704
PHOENIX AZ 85038

Prem # 1

INS FOR PUBLIC LIABILITY
FEDERAL MOTOR CARRIER
SAFETY ADMINISTRATION
1200 NEW JERSEY AVENUE SE
WASHINGTON DC 20590-0001

Prem # 1

FORM F
TENNESSEE DEPARTMENT OF SAFETY
AND HOMELAND SECURITY
1150 FOSTER AVENUE
NASHVILLE TN 37243



FORMS INVENTORY SCHEDULE

Policy Number:
TCP 0000542 01
Named Insured:
BRANDON TANKERSLEY
Agent:
J. SMITH LANIER

1001060

FORMS INVENTORY SCHEDULE

	Form No.	Ed. Date	Description
Policy Level Forms			
	* 091001	(07/03)	Policy Jacket
	* 092002	(01/11)	Common Policy Declarations
	* 095006	(01/11)	Location Address Schedule
	* 095008	(01/11)	Policy Interest Schedule
	* 094028	(01/11)	Form Inventory Schedule
Commercial Auto Forms			
	* 012011	(01/11)	Commercial Auto Declarations
	* 014089	(01/11)	Motor Carrier Enhancement
	* CA0020	(10/13)	Motor Carrier Coverage Form
	* CA0146	(10/13)	TN Changes
	* CA0301	(10/13)	Deductible Liability Coverage
	* CA0430B	(10/13)	Lessor-Add'l Insd & Loss Payee
	* CA2120	(10/13)	TN Uninsured Motorist
	* CA2384	(10/13)	Exclusion of Terrorism
	* CA9903	(10/13)	Auto Medical Payments Coverage
	* CA9937	(10/13)	Garagekeepers Coverage
	* CA9987	(10/05)	TN Loss Payable Clause
	* MCS-90	(01/07)	Insurance for Public Liability
	* MC1632A	(08/99)	Form F - Uniform Mtr Carrier
Commercial Property Forms			
	* 052002	(01/11)	Commercial Property Declaratn
	* 054001	(11/08)	Prop & Income Enhancements
	* 054002	(07/09)	Prop & Income Changes-Lsse
	* CP0010	(10/12)	Bldg and Pers Prop Cov Form
	* CP0090	(07/88)	Commercial Property Conditions
	* CP0140	(07/06)	Excl of Loss Due To Virus/Bact
	* CP1030	(10/12)	Cause of Loss - Special Form
General Liability Forms			
	* 062003	(01/11)	General Liability Declarations
	* 064043	(11/08)	General Liability Enhancements
	* 064044	(11/08)	AI-Insured Contracts
	* 064045	(11/08)	AI-Desig Person or Org-45 Days
	* CG0001	(04/13)	Comml Gen Liab Coverage Form
	* CG0068	(05/09)	Recording & Distribution Of Ma
	* CG0300	(01/96)	Deductible Liability Insurance
	* CG2106	(05/14)	Excl-Access Disclosure-Lmt BI
	* CG2147	(12/07)	Excl-Employ.-Related Practices
	* CG2155	(09/99)	Total Poll Excl- Hostile Fire
	* CG2167	(12/04)	Fungi or Bacteria Excl. (CGL)
	* CG2184	(01/15)	Excl C.A.T. N,B,C,R;C.A.T. cap
	* CG2229	(11/85)	Excl-Property Entrusted
Inland Marine Forms			
	* 082012	(01/11)	Inland Marine Declarations
	* 083006	(09/14)	Basic Cargo Liability Cov Form
	* 083008	(09/14)	Basic Equipment & Electronics

* Indicates that this endorsement is printed with this Policy Declaration.

Issued Date: 07/06/2015

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FORMS INVENTORY SCHEDULE

Policy Number:

TCP 0000542 01

Named Insured:

BRANDON TANKERSLEY

Agent:

J. SMITH LANIER

1001060

FORMS INVENTORY SCHEDULE

	Form No.	Ed. Date	Description
	* 084063	(09/14)	Cargo & Warehouse Cov Enhancem
	* 084065	(09/14)	Addl Comml Inland Marine Condi
	* CM0001	(09/04)	Commer. IM Conditions
Interline Forms			
	* 094021	(09/14)	Deduct Clause Effec All Sectns
	* 094022	(06/04)	No Stacking Limits of Insuranc
	* 094023	(01/11)	Installment Payment Endt
	* 094029	(09/14)	Industry Operation Definitions
	* IL0003	(09/08)	Calculation of Premium
	* IL0017	(11/98)	Common Policy Conditions
	* IL0021	(09/08)	Nuclear Energy Liab Excl Endr
	* IL0250	(09/08)	TN Changes-Cancel/Nonrenewal
	* IL0935	(07/02)	Exc of Certain Cmpter Rel Loss
	* IL0986	(01/15)	Excl CAT invl Nucl,Bio,Chem,Rd

* Indicates that this endorsement is printed with this Policy Declaration.

Issued Date:

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COMMERCIAL AUTO COVERAGE PART

Policy Number TCP 0000542 01
Renewal of TCP 0000542

Policy Period From 07/02/2015 **To** 07/02/2016
12:01 A.M. Standard Time at the Named Insured's Address

Transaction RENEWAL DECLARATION

Customer #: BRATNU0006

Pay Plan: 10 Pay Plan CPP Sprd CUSTOMER BILL

Named Insured and Mailing Address
BRANDON TANKERSLEY
SOUTHEAST MOVING SERVICE
318 FARMWAY DR., SE
CLEVELAND TN 37323-9420

Agent Name and Address
J. SMITH LANIER
1610 S. CHURCH ST.
MURFREESBORO TN 37130
1001060

Telephone: 615-898-1919

Business Description
MOVING AND STORAGE

Type of Business
INDIVIDUAL/MARRIED

Audit Period
NONE

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This Coverage Part provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the attached Coverage Form next to the name of the coverage.

COVERAGES		COVERED AUTO SYMBOLS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY		67 68 71	\$1,000,000 Per Accident	\$9,601.00
PERSONAL INJURY PROTECTION (PIP) (or equivalent No-fault coverage)			Separately stated in each PIP Endorsement minus applicable Deductible	
ADDED PERSONAL INJURY PROT. (or equivalent No-fault coverage)			Separately stated in each Added PIP Endorsement	
PROPERTY PROTECTION INS. (P.P.I.) (Michigan only)			Separately stated in the P.P.I. Endorsement minus applicable Deductible	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)			Separately stated in each Medical Expense and Income Loss Benefits Endorsement.	
AUTO MEDICAL PAYMENTS		62	See Attached Endorsements.	\$237.00
UNINSURED MOTORISTS		62	\$1,000,000 Each Accident	\$384.00
UNDERINSURED MOTORISTS * (When not included in UM Coverage)		62	\$1,000,000 Each Accident	INCL
TRAILER INTERCHANGE	COMPREHENSIVE		Actual Cash Value, Cost of Repair or whichever is less.	
	SPECIFIED CAUSES OF LOSS		Actual Cash Value, Cost of Repair or whichever is less, minus \$25 Deductible for each covered auto for loss caused by Mischief or Vandalism	
	COLLISION		Actual Cash Value, Cost of Repair or whichever is less, minus for each covered auto	
PHYSICAL DAMAGE	COMPREHENSIVE	67 68	Stated Amount, Actual Cash Value or Cost of Repair, whichever is less, minus the Deductible for each covered auto, but no Deductible applies to loss caused by lightning or fire.	\$822.00
	SPECIFIED CAUSES OF LOSS		Stated Amount, Actual Cash Value or Cost of Repair, whichever is less, minus \$25 Deductible for each covered auto for loss caused by Mischief or Vandalism.	
	COLLISION	67 68	Stated Amount, Actual Cash Value or Cost of Repair, whichever is less, minus the Deductible for each covered auto.	\$2,079.00
TOWING AND LABOR			for each disablement of a private passenger "auto".	

*Not applicable in New York

Premium for Endorsements	\$328.00
Estimated Total Premium	\$13,451.00

Forms and Endorsements Applicable to this Coverage Part

See Attached Forms Inventory Schedule

Issued Date: 07/06/2015

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Policy Number:
TCP 0000542 01
Named Insured:
BRANDON TANKERSLEY
Agent:
J. SMITH LANIER

COMMERCIAL AUTO

1001060

ITEM THREE: SCHEDULE OF COVERED AUTOS YOU OWN

Unit #	DESCRIPTION				PURCHASED		LOCATION	
	Year, Make & Model, Serial No. or Vehicle Identification Number				Original Cost New	Stated Amount	State Territory	
1	2002	INTL TRUCK	1HTMMAAL12H540971	\$46,956		TN	128	
2	2004	INTL TRUCK	1HTMMAA114H662829	\$50,271		TN	128	
3	2001	STLG TRUCK	2FZAAHBW71AJ30979	\$58,019		TN	128	
4	2014	GMC TRUCK	3GTU2VEC1EG533179	\$44,320		TN	128	

CLASSIFICATION								
Unit #	Code	Radius of Operation	Business Use	Size GVW, GCW or Seating Capacity	Primary Rating Factor		Secondary Rating Factor	Age Grp
					Liability	Physical Damage		
1	33599	Intermediate	Commercial	20,001-45,000 GVW				4
2	33599	Intermediate	Commercial	20,001-45,000 GVW				2
3	33699	Long Dist.	Commercial	20,001-45,000 GVW				5
4	01499	Local	Service	0-10,000 GVW				2

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES							
Unit #	LIABILITY		PERS INJURY PROT		ADDED PIP	P.P.I. (Mich. only)	
	Limit	Premium	Limit stated in each PIP Endorsement minus deductible shown below	Premium	Limit stated in each Added PIP Endorsement	Limit stated in P.P.I. Endorsement minus deductible shown below	Premium
1	\$1,000,000	\$1,851					
2	\$1,000,000	\$1,851					
3	\$1,000,000	\$4,652					
4	\$1,000,000	\$985					
		\$9,339					

COVERAGES - PREMIUM, LIMITS AND DEDUCTIBLES (Cont.)							
Unit #	UNINSURED MOTORIST		UNDERINSURED MOTORIST**	AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE & INCOME LOSS (VA Only)	
	Limit	Premium	Premium	Limit	Premium	Limit Stated in Each Medical Expense and Income Loss Endorsement for Each Person	Premium
1	\$1,000,000	\$96	INCL	\$1,000	\$26		
2	\$1,000,000	\$96	INCL	\$1,000	\$26		
3	\$1,000,000	\$96	INCL	\$1,000	\$159		
4	\$1,000,000	\$96	INCL	\$1,000	\$26		
		\$384			\$237		

COVERAGES - PREMIUM, LIMITS AND DEDUCTIBLES (Cont.)							
Unit #	COMPREHENSIVE		SP. CAUSE OF LOSS	COLLISION		TOWING & LABOR	
	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit stated in ITEM TWO	Limit stated in ITEM TWO minus deductible shown below	Premium	Limit per Disablement	Premium
1	\$1,000	\$156		\$1,000	\$424		
2	\$1,000	\$156		\$1,000	\$424		
3	\$1,000	\$213		\$1,000	\$330		
4	\$1,000	\$259		\$1,000	\$849		
		\$784			\$2,027		

** In NY, this is referred to as Supplementary Uninsured/Underinsured Motorists (SUM)

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Policy Number:
 TCP 0000542 01
Named Insured:
 BRANDON TANKERSLEY
Agent:
 J. SMITH LANIER

COMMERCIAL AUTO

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ITEM FOUR:
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - AUTOS USED IN YOUR TRUCKING OPERATIONS		
ESTIMATED COST OF HIRE	RATE PER EACH \$100 COST OF HIRE	TOTAL ESTIMATED PREMIUM
		\$81

The Cost of Hire means the total cost you incur for the hire of "autos" you do not own (not including "private passenger type auto" you borrow or rent from members of your household, your partners, employees or agents or members of their households).

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - AUTOS NOT USED IN YOUR TRUCKING OPERATIONS				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liability Coverage is Primary)	PREMIUM
Tennessee	\$5,000	1.12300		\$81
TOTAL PREMIUM				\$81

The Cost of Hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of Hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE				
COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	Actual Cash Value or Cost of Repairs, whichever is less minus \$100 Deductible for each Covered Auto. But no Deductible applies to loss caused by Fire or Lightning.	\$5,000	0.74900	\$38
SPECIFIED CAUSES OF LOSS	Actual Cash Value or Cost of Repairs, whichever is less minus \$25 Deductible for each Covered Auto for loss caused by Mischief or Vandalism			
COLLISION	Actual Cash Value or Cost of Repairs, whichever is less minus \$1,000 Deductible for each Covered Auto	\$5,000	1.03900	\$52
TOTAL PREMIUM				\$90

ITEM FIVE:
SCHEDULE FOR NON-OWNERSHIP LIABILITY

RATING BASIS	NUMBER	PREMIUM
Number of Employees	3	\$181
Number of Partners		
TOTAL PREMIUM		\$181

Issued Date: 07/06/2015

INSURED COPY



Policy Number:
 TCP 0000542 01
Named Insured:
 BRANDON TANKERSLEY
Agent:
 J. SMITH LANIER

COMMERCIAL AUTO

1001060

ITEM SIX: TRAILER INTERCHANGE COVERAGE

COVERAGES	LIMIT OF INSURANCE	DAILY RATE	ESTIMATED PREMIUM
COMPREHENSIVE	STATED IN ITEM TWO		
SPECIFIED CAUSES OF LOSS			
COLLISION			
TOTAL PREMIUM			

**ITEM SEVEN:
SCHEDULE FOR GROSS RECEIPTS RATING BASIS - LIABILITY COVERAGE**

ESTIMATED YEARLY GROSS RECEIPTS	RATES				PREMIUMS			
	Per \$100 of Gross Receipts							
	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS	MEDICAL EXPENSE BENEFITS (VA only)	INCOME LOSS BENEFITS (VA only)	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS	MEDICAL EXPENSE BENEFITS (VA only)	INCOME LOSS BENEFITS (VA only)
TOTAL PREMIUMS								
MINIMUM PREMIUMS								

When used as a premium basis:

Gross Receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the shipment or transportation. "Gross Receipts" includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker" and 15% of the total amount received from renting any equipment to any "trucker". Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own Federal or State permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.
- E. Warehouse storage fees.

MOTOR CARRIER COVERAGE FORM ENHANCEMENTS

This endorsement modifies insurance provided under the following:

MOTOR CARRIER COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured: BRANDON TANKERSLEY	Policy Number: TCP 0000542 01
Effective Date: 07/02/2015	Countersigned By

(Authorized Representative)

SCHEDULE

PREMIUM CHARGE FOR ENHANCEMENT COVERAGES:	\$ 328
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COVERAGE DESCRIPTION	LIMIT OF INSURANCE (If Applicable)
I. Broadened Named Insured -- New Ventures	INCLUDED
II. Additional Insured Coverage and Waiver of Subrogation	INCLUDED
III. Hired Auto Physical Damage Coverage	\$75,000
IV. Trailer Interchange Coverage	\$50,000
V. Other Coverage for Hired Vehicles	INCLUDED
VI. Communication Equipment Coverage	\$1,500
VII. Rental Reimbursement Coverage	\$1,500
VIII. Extended Towing Coverage	\$750 Per Disablement
IX. Extended Glass Coverage	INCLUDED
X. Amendment of Valuation Basis	INCLUDED
XI. Incidental Garagekeepers Liability	\$35,000
XII. Expanded Medical Payments for "Temporary Workers"	\$50,000

The items listed in the **SCHEDULE** are provided as additions to your insurance program.

The **Motor Carrier Coverage Form, CA 00 20**, is amended as follows:

I. Broadened Named Insured -- New Ventures

SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added after Paragraph e.:

f. Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain majority ownership or majority interest during the policy period will qualify as a Named Insured if:

(1) There is no other similar insurance available to that organization; and

- (2) The first Named Insured shown in the **Declarations** of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of any state of the United States of America, or the District of Columbia, and the business of that organization is relocation, transportation or storage or is directly associated with the relocation, transportation or storage business.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the **Declarations**, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you acquired or formed the organization; and
- (c) No person or organization is an “insured” with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the **Declarations**; and
- (d) Coverage under Paragraphs a. b. and c. above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted, whose insurer has become insolvent, or for which coverage for any claim or “suit” has been denied.

II. Additional Insured Coverage and Waiver of Subrogation

SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added after Paragraph e.:

- g. Any person or organization with respect to the ownership, maintenance, or use of a covered “auto”, provided that you and such person or organization have agreed under an express provision in a written “insured contract” or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy is an additional “insured”.

However, such person, organization, or governmental or public authority is an additional “insured”:

- (1) Only with respect to the ownership, maintenance or use of a covered “auto”; and
- (2) Only for “bodily injury” or “property damage” caused by an “accident” arising out of your operations under the “insured contract”, written agreement, or permit which takes place after:
 - (a) You executed the “insured contract” or written agreement; or
 - (b) The permit has been issued to you.

In **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**, the following is added to the end of **A.5.**:

Waiver of Subrogation

If required because of:

- a. A written “insured contract” or written agreement executed prior to the “accident”; or
- b. A written permit issued to you by a governmental or public authority prior to the “accident”;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we made for injury or damage arising out of a covered “auto”.

III. Hired Auto Physical Damage Coverage

If **PHYSICAL DAMAGE COVERAGE** is provided by this policy on your owned covered "autos", the following applies:

Any "auto" that you lease, hire, rent or borrow without a driver will be covered under this policy for **PHYSICAL DAMAGE COVERAGE**. However any such "auto":

- a. Will be covered only for **PHYSICAL DAMAGE COVERAGE** to the same extent that applies to your owned covered "autos";
- b. Will be subject to the same applicable deductible shown in the **Declarations** that applies to your most similar owned covered "auto";
- c. The most we will pay for any one "loss" in any one "accident" is the lesser of the following:
 - (1) Actual Cash Value of the damaged or stolen property as of the time of the "loss" as determined by us;
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - (3) The Limit of Insurance shown in the **Schedule**.

However this coverage does not apply to any "private passenger type" "auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

IV. Trailer Interchange Coverage

Symbol 69 – "Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement is added to the **Motor Carrier Coverage Form** Declarations.

If **PHYSICAL DAMAGE COVERAGE** is provided by this policy on your owned covered "trailers", the same physical damage coverage and deductibles will apply to "trailers" in your possession under a written Trailer or Equipment Interchange Agreement.

If **PHYSICAL DAMAGE COVERAGE** is not provided by this policy on your owned covered "trailers", then \$500 Deductible Comprehensive Coverage and \$1,000 Deductible Collision Coverage applies to "trailers" in your possession under a written Trailer or Equipment Interchange Agreement.

The **Maximum Value** of any individual trailer as described above will be the amount shown in the **Schedule**. All other terms and conditions of **SECTION III – TRAILER INTERCHANGE COVERAGE** will apply.

V. Other Coverage for Hired Vehicles

If **UNINSURED MOTORISTS COVERAGE** or **UNDERINSURED MOTORISTS COVERAGE** or any state-specific equivalent coverage is provided by this policy on your owned covered "autos", the following applies:

Any "auto" that you lease, hire, rent or borrow without a driver will be covered under this policy for **UNINSURED MOTORISTS COVERAGE** or **UNDERINSURED MOTORISTS COVERAGE** or any state-specific equivalent coverage. Any such "auto" will be covered only for the same **UNINSURED MOTORISTS COVERAGE** or **UNDERINSURED MOTORISTS COVERAGE** or any state-specific equivalent coverage that applies to your most similar owned covered "autos".

This coverage does not apply to any "private passenger type" "auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

VI. Communication Equipment Coverage

In **SECTION IV – PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.** after "Exclusions 2.e. and 2.f. do not apply to:", Paragraph **b.** is deleted and replaced with the following:

- b. Any other electronic or communication equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio; or

- (3) Permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of power from the "auto's" electrical system. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment.

However, the most we will pay for "loss" is Limit of Insurance shown in the Schedule and no deductible applies to this coverage.

VII. Rental Reimbursement Coverage

In **SECTION IV – PHYSICAL DAMAGE COVERAGE, A. Coverage**, the following is added to the end of Paragraph **4. Coverage Extension**:

Rental Reimbursement Expenses

If "loss" occurs to a covered "auto" described or designated in the **Declarations** or **Schedule** and covered for **PHYSICAL DAMAGE COVERAGE**, we will pay for rental expenses for the rental of a similar replacement "auto" and additional transportation expenses incurred by you.

This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto". No deductible applies to this coverage. However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered "loss".
- (2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:
- (a) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate and return the covered "auto" to you; or
- (b) 45 days from the date this coverage begins.
- (3) Our payment is limited to the lesser of the following amounts:
- (a) Necessary and actual expenses incurred by you; or
- (b) The Limit of Insurance shown in the **Schedule**.

- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations. For this restriction to apply such spare or reserve "autos" must be located no further than 50 miles from the location of the "loss".

- (5) If "loss" results from the total theft of a covered "private passenger type" "auto", we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under **PHYSICAL DAMAGE COVERAGE** Extensions.

VIII. Extended Towing Coverage

In **SECTION IV – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing – Private Passenger Type Autos** is deleted and replaced by the following:

2. Extended Towing

We will pay up to the Limit of Insurance shown in the **Schedule** per disablement for towing and labor costs you incur each time your covered "auto" is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered "auto" is of the "private passenger type" no deductible applies; and
- c. If the covered "auto" is not of the "private passenger type", our obligation to pay will be subject to a \$250 deductible per disablement.

IX. Extended Glass Coverage

In **SECTION IV – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3.a.** is deleted and replaced by the following:

3. a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the **Declarations**, whichever is less. If glass can be repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

X. Amendment of Valuation Basis

In **SECTION IV – PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 3.** is deleted and replaced with the following:

- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a "loss".

The "actual cash value" means the cost of a vehicle of like kind, quality, and age plus the additional cost of any specialized or custom modifications to the insured "auto". These additional costs can include special cargo boxes, lift gates or loading ramps, special painting of trade marks or logos, or specialized suspension systems.

These additional costs do not include normal repair, maintenance, or upkeep.

XI. Incidental Garagekeepers Liability

Form CA 99 37 – GARAGEKEEPERS COVERAGE or any state-specific equivalent coverage on an Excess Insurance basis is included at any scheduled location of the insured with the following limits and deductibles:

Coverage	Limit of Insurance
Comprehensive	Limit of Insurance shown in the Schedule minus \$500 Deductible
Specified Causes of Loss	Not Applicable
Collision	Limit of Insurance shown in the Schedule minus \$1,000 Deductible

XII. Expanded Medical Payments for "Temporary Workers"

If a limit of coverage appears in the Schedule, then the **AUTO MEDICAL PAYMENTS COVERAGE Form CA 99 03**, or any state-specific equivalent coverage, is attached to the policy and the following additional provision applies:

We will pay reasonable expenses incurred for necessary medical and funeral services to or for a "temporary worker" who sustains "bodily injury" caused by an "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

The most we will pay is the Limit of Insurance shown in the **Schedule**, except as described below, all other terms and conditions of **AUTO MEDICAL PAYMENTS COVERAGE Form CA 99 03** are applicable to this extension of coverage.

The Limit of Insurance applicable to "temporary workers" is separate and distinct from the Limit of Insurance otherwise shown on the **Declarations** for Medical Payments.

In the **AUTO MEDICAL PAYMENTS COVERAGE Form CA 99 03, Section E. Changes in Conditions** does not apply to this coverage enhancement. The following provisions do apply:

- This coverage enhancement is excess over any other insurance that may apply to the "temporary worker;" and
- If any person for whom we make payment under this coverage enhancement has rights to recover damages from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

MOTOR CARRIER COVERAGE FORM

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 VI –Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
61	Any "Auto"
62	Owned "Autos" Only Only the "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.
63	Owned Private Passenger Type "Autos" Only Only the "private passenger type" "autos" you own. This includes those "private passenger type" "autos" that you acquire ownership of after the policy begins.
64	Owned Commercial "Autos" Only Only those trucks, tractors and "trailers" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.
65	Owned "Autos" Subject To No-fault Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the no-fault law in the state where they are licensed or principally garaged.
66	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
67	Specifically Described "Autos" Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
68	Hired "Autos" Only Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type" "auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.
69	"Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

Symbol	Description Of Covered Auto Designation Symbols	
70	Your "Trailers" In The Possession Of Anyone Else Under A Written Trailer Interchange Agreement	Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol 70 is entered next to a Physical Damage Coverage in Item Two of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.
71	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
79	"Mobile Equipment" Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **61, 62, 63, 64, 65, 66** or **79** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **67** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We will have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or any "employee", agent or driver of the owner, or anyone else from whom you hire or borrow a covered "auto".
 - (2) Your "employee" or agent if the covered "auto" is owned by that "employee" or agent or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower of a covered "auto" or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected, is being used exclusively in your business.

- d. The lessor of a covered "auto" that is not a "trailer" or any "employee", agent or driver of the lessor while the "auto" is leased to you under a written agreement if the written agreement between the lessor and you does not require the lessor to hold you harmless and then only when the leased "auto" is used in your business as a "motor carrier" for hire.
- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- (1) Any "motor carrier" for hire or his or her agents or "employees", other than you and your "employees":
 - (a) If the "motor carrier" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
 - (b) If the "motor carrier" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are leased to that "motor carrier" and used in his or her business.
- However, Paragraph (1) above does not apply if you have leased an "auto" to the for-hire "motor carrier" under a written lease agreement in which you have held that "motor carrier" harmless.
- (2) Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" or a "covered pollution cost or expense" occurs while the "trailer" is detached from a covered "auto" you are using and:
 - (a) Is being transported by the carrier; or
 - (b) Is being loaded on or unloaded from any unit of transportation by the carrier.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing "motor carriers" of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of "loss" because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the

purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of "your work" after that work has been completed or abandoned.

In the exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

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

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. 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

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

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – TRAILER INTERCHANGE COVERAGE

A. Coverage

- 1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or

- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

c. Collision Coverage

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Coverage Extensions

The following apply as **Supplementary Payments**. We will pay for you:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from 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. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or 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 loss of use.

3. Other Exclusions

We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

C. Limits Of Insurance

The most we will pay for "loss" to any one "trailer" is the least of the following amounts:

1. The actual cash value of the damaged or stolen property at the time of the "loss";
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. The Limit Of Insurance shown in the Declarations.

D. Deductible

For each covered "trailer", our obligation to pay:

1. The actual cash value of the damaged or stolen property at the time of the "loss" will be reduced by the applicable deductible shown in the Declarations.

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality will be reduced by the applicable deductible shown in the Declarations.
3. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance shown in the Declarations.

SECTION IV – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing – Private Passenger Type Autos

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and

- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension

a. Transportation Expenses

We will also pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from 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. Nuclear Hazard**
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. War Or 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 "loss" to any of the following:
- a.** Any covered "auto" while in anyone else's possession under a written "trailer" interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
 - b.** Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 - c.** Tapes, records, discs or similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - d.** Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
 - e.** Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - f.** Any accessories used with the electronic equipment described in Paragraph **e.** above.
3. Exclusions **2.e.** and **2.f.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
- a.** Permanently installed in or upon the covered "auto";
 - b.** Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
 - d.** Necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system.
4. We will not pay for "loss" due and confined to:
- a.** Wear and tear, freezing, mechanical or electrical breakdown.
 - b.** Blowouts, punctures or other road damage to tires.
- This exclusion does not apply to "loss" resulting from the total theft of a covered "auto".
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".
- C. Limits Of Insurance**
1. The most we will pay for:
- a.** "Loss" to any one covered "auto" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - b.** All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or

- (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION V – MOTOR CARRIER CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and

- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

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

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of

any other provision of this Coverage Form.

5. Other Insurance – Primary And Excess Insurance Provisions

a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:

(1) Primary if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.

(2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.

b. While any covered "auto" is hired or borrowed by you from another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:

(1) Primary if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.

(2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.

c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:

(1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".

(2) Excess if the power unit is not a covered "auto".

d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".

e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you

don't own.

- f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- h. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;

- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION VI – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess

the effects of, "pollutants"; or

2. Any 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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the

definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto", if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
 - F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
 - H. "Insured contract" means:
 1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

or

6. That part of any other contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" unless the covered "auto" is used in your business as a "motor carrier" for hire as in Section II, Paragraph A.1.d. of the Who Is An Insured provision.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 - J. "Loss" means direct and accidental loss or damage.
 - K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or

rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above, maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Motor carrier" means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.
- M. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- N. "Private passenger type" means a private passenger or station wagon type "auto" and

includes an "auto" of the pickup or van type if not used for business purposes.

- O.** "Property damage" means damage to or loss of use of tangible property.
- P.** "Suit" means a civil proceeding in which:
 - 1.** Damages because of "bodily injury" or "property damage"; or
 - 2.** A "covered pollution cost or expense", to which this insurance applies, are alleged."Suit" includes:
 - a.** An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which

the "insured" must submit or does submit with our consent; or

- b.** Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
- Q.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- R.** "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE CHANGES

For a covered "auto" licensed in, or "auto dealer operations" conducted in, Tennessee, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Changes In Covered Autos Liability Coverage

Paragraph **2.b.(4)** of the **Who Is An Insured** provision of the Auto Dealers Coverage Form does not apply.

B. Changes In Conditions

1. The following replaces the lead-in paragraph to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition in the Auto Dealers Coverage Form:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

2. The **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are changed by adding the following:
 - a. When two policies providing liability insurance apply to an "auto" and:
 - (1) One provides coverage to a named "insured" engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos";
 - (2) The other provides coverage to a person not engaged in that business; and

- (3) At the time of an "accident" a person described in Paragraph **a.(2)** is operating an "auto" owned by the business described in Paragraph **a.(1)**, then that person's liability insurance is primary and the policy issued to a business described in Paragraph **a.(1)** is excess over any insurance available to that person.
- b. When two policies providing liability insurance apply to an "auto" and:
 - (1) One provides coverage to a named "insured" engaged in the business of repairing, servicing, parking or storing "autos";
 - (2) The other provides coverage to a person not engaged in that business; and
 - (3) At the time of an "accident" an "insured" under the policy described in Paragraph **b.(1)** is operating an "auto" owned by a person described in Paragraph **b.(2)**, then the liability insurance policy issued to the business described in Paragraph **b.(1)** is primary and the policy issued to a person described in Paragraph **b.(2)** is excess over any insurance available to the business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: BRANDON TANKERSLEY
Endorsement Effective Date:

SCHEDULE

Covered Autos Liability Coverage and Paragraph **A.** Bodily Injury And Property Damage Liability of Section **II** – General Liability Coverages in the Auto Dealers Coverage Form are subject to one of the following two deductibles shown below:

Liability Deductible:	\$		Per "Accident"
OR			
"Property Damage" Only Liability Deductible:	\$	1,000	Per "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Liability Deductible

If a Liability Deductible, and not a "Property Damage" Only Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable will be reduced by the Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

B. Property Damage Only Liability Deductible

If a "Property Damage" Only Liability Deductible, and not a Liability Deductible, is shown in the Schedule, the damages resulting from any one "accident" that are otherwise payable for "property damage" will be reduced by the "Property Damage" Only Liability Deductible shown in the Schedule prior to the application of the Limit of Insurance provision.

C. Our Right To Reimbursement

To settle any claim or "suit", we may pay all or any part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: BRANDON TANKERSLEY
Endorsement Effective Date:

SCHEDULE

Insurance Company:	
Policy Number:	Effective Date:
Expiration Date:	
Named Insured:	
Address:	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos":	

Coverages	Limit Of Insurance
Covered Autos Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covering the interest of the lessor will not be invalidated because of your intentional acts or omissions.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TENNESSEE UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Tennessee, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy on the inception date unless another date is indicated below.

Named Insured: BRANDON TANKERSLEY
Endorsement Effective Date:

SCHEDULE

"Bodily Injury" and "Property Damage"	\$ 1,000,000	Each "Accident"
	or	
"Bodily Injury"	\$	Each "Accident"
This endorsement provides "bodily injury" and "property damage" Uninsured Motorists Coverage unless an "X" is entered below.		
<input type="checkbox"/> If an "X" is entered in this box, this endorsement provides "bodily injury" Uninsured Motorists Coverage only.		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph (2) of the definition of "uninsured motor vehicle", we will pay under this coverage only if a. or b. below applies:
 - a. The limit of any applicable liability bonds or policies has been exhausted by payments of judgments or settle-

ments; or

- b. A tentative settlement has been made between an "insured" and the insurer of an owner or operator of a vehicle described in Paragraph (2) of the definition of "uninsured motor vehicle" and we have been given written notice of such tentative settlement as described in Paragraph E.4.b.

3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to:

- 1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an owner or operator of a vehicle described in Paragraph (2) of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph A.2.b.
 - 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
 - 3. The direct or indirect benefit of any insurer of property.
 - 4. "Bodily injury" sustained by:
 - a. The individual Named Insured while "occupying" or when struck by a vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
5. Property contained in or struck by any vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member" which is not a covered "auto".
6. The first \$200 of the amount of "property damage" to the property of each "insured" as the result of any one "accident". This exclusion does not apply if:
- a. We insure the Named Insured's covered "auto" for both collision and uninsured motorists "property damage" coverage; and
 - b. The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
7. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.
9. Punitive or exemplary damages.
10. "Bodily injury" or "property damage" arising directly or indirectly out of:
- a. War, including undeclared or civil war;
 - b. 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
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule.

2. The most we will pay for all damages resulting from "bodily injury" to an "insured" when the "insured" is "occupying" an "auto" not owned by the "insured", or is not "occupying" any "auto", is the highest limit of Uninsured Motorists Coverage on an "auto" owned by the "insured".

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage form, and any Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation law, disability benefits or similar law.

4. We will not pay for a loss which is paid or payable under Physical Damage Coverage.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

a. If there is other applicable insurance available under one or more Coverage Forms, policies or provisions of coverage, the maximum recovery for damages under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy providing coverage.

b. Subject to Paragraph a., with respect to "bodily injury" to an "insured":

(1) While not "occupying" a vehicle, only the Uninsured Motorists Coverage applicable to a vehicle, under which the injured person is an "insured", that provides the highest limit of Uninsured Motorists Coverage, will apply. No other Coverage Form, policy or provision of coverage with lesser limits of Uninsured Motorists Coverage will

apply. If two or more Coverage Forms, policies or provisions of coverage provide the highest limit of Uninsured Motorists Coverage, they will share the loss equally.

(2) While "occupying" a vehicle owned by that "insured", only the Uninsured Motorists Coverage applicable to that vehicle will apply, and no other Coverage Form, policy or provision of coverage will apply.

(3) While "occupying" a vehicle not owned by that "insured", the following will be the priorities of recovery:

First Priority	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".
Second Priority	If the first priority is exhausted, only the Coverage Form, policy or provision of coverage applicable to a vehicle under which the "insured" is a named "insured", that provides the highest limit of Uninsured Motorists Coverage.
Third Priority	If the first and second priorities are exhausted, only the Coverage Form, policy or provision of coverage applicable to a vehicle under which the "insured" is other than a named "insured", that provides the highest limit of Uninsured Motorists Coverage.

If two or more Coverage Forms, policies or provisions of coverage in the second or third priority provide the highest limit of Uninsured Motorists Coverage, they will equally share the loss applicable to that priority. No Coverage Forms, policies or provisions of coverage with lesser limits of Uninsured Motorists Coverage will apply to the second or third priority.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved.

b. Promptly send us copies of the legal papers if a suit is brought.

- c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **F.2.c.(2)** of the definition of "uninsured motor vehicle" must notify us in writing of a tentative settlement between the "insured" and the insurer as described in Paragraph **E.4.b.** and allow us, within 30 days of receipt of both notices, to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights under this provision do not apply with respect to a tentative settlement between an "insured" and the insurer of an owner or operator of a vehicle described in Paragraph **(2)** of the definition of "uninsured motor vehicle", for which we have been notified in accordance with Paragraph **A.2.b.**, to which we:

- a. Consent to the tentative settlement; or
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advance payment, unless judgment is rendered in favor of the owner or operator of an "uninsured motor vehicle".

4. The following is added:

Arbitration

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle", or do not agree as to the

amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated and shall be decided by a court of competent jurisdiction.

- b. If a tentative settlement is made between an "insured" and the insurer, owner or operator of the "uninsured motor vehicle" for the full limits of all liability policies or bonds available to the party on whose behalf the tentative settlement is made, and:

(1) We receive written notice from the "insured", sent certified mail return receipt requested or by some other method with written verification, of the "insured's":

- (a)** Intent to accept the offer thereby releasing the party on whose behalf the offer is made; and
- (b)** Agreement to submit the uninsured motorists claim to binding arbitration;

(2) We receive written notice from the insurer of the "uninsured motor vehicle", sent certified mail return receipt requested or by some other method with written verification of the offer, and such insurer:

- (a)** Provides verification of coverage upon request; and
- (b)** Confirms to us that the owner or operator of the "uninsured motor vehicle" agrees to cooperate in connection with the arbitration of the uninsured motorists claim;

(3) We consent to the tentative settlement in writing, sent certified mail return receipt requested or by some other method with written verification, within 30 days from receipt of both notices described in Paragraphs **(1)** and **(2)** above, thereby waiving our right to recover payment from the owner or operator of an "uninsured motor vehicle" in exchange for their written agreement to cooperate in connection with the arbitration;

then all issues of tort liability and damages arising out of the ownership, maintenance or use of the "uninsured motor vehicle" shall be arbitrated. However, if the settlement does not release all parties alleged to be liable to the "insured", arbitration of the uninsured motorists claim shall not be conducted until all such parties have been fully and finally disposed by settlement, final judgment or otherwise.

- c. We and an "insured" must agree to arbitration and to be bound by the results of that arbitration. In this event, both parties will agree on an arbitrator. If they cannot agree, either party may request that a judge of a court of record for the county where arbitration is pending designate three (3) potential arbitrators; the parties shall then agree upon one of the three.
- d. Unless we and an "insured" agree otherwise, arbitration will be in the county in which the "insured" lives. Rules of evidence applicable to the state courts where the arbitration is conducted will apply.
- e. The arbitrator's expense will be paid by:
 - (1) The "insured", if the arbitrator's award is less than or equal to the total amount collected by the "insured" from settlements or judgments, if any, and the offer made by us at least 15 days prior to arbitration; or
 - (2) Us, if the arbitrator's award exceeds the total amount collected by the "insured" from settlements or judgments, if any, and the offer made by us at least 15 days prior to arbitration.

F. Additional Definitions

As used in this endorsement:

- 1. "Property damage" means injury or destruction of:
 - a. A covered "auto";
 - b. Property contained in the covered "auto" and owned by the Named Insured or, if the Named Insured is an individual, any "family member"; or
 - c. Property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".
- 2. The following are added to the **Definitions** section:
 - a. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
 - b. "Occupying" means in, upon, getting in, on, out or off.
 - c. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - (1) For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - (2) That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of the limits of liability available for payment to an "insured" under all policies, bonds and securities applicable at the time of the accident:
 - (a) Is less than the Limit of Insurance for this coverage; or
 - (b) Has been reduced by payments to persons other than the "insured" to an amount which is less than the limit of liability for this coverage;
 - (3) For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - (4) For which neither the driver nor owner can be identified. The vehicle or "trailer" must either:
 - (a) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
 - (b) Cause "bodily injury" or "property damage" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

If there is no physical contact with such vehicle or "trailer", the facts of the "accident" must be proven by clear and convincing evidence. We will only accept corroborating evidence of the claim other than

the evidence provided by occupants in the covered "auto" or in the vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

(1) Owned by, or furnished or available for the Named Insured's regular use or, if the Named Insured is an individual, that of any "family member";

(2) Owned or operated by a self-insurer under any applicable motor vehicle law, except as a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

(3) Designed for use mainly off public roads while not on public roads; or

(4) While located for use as a premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

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

a. That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following apply:

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

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

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

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

D. In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. 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
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: BRANDON TANKERSLEY
Endorsement Effective Date:

SCHEDULE

Location Number	Address Where You Conduct Garage Operations (Main Location)	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	\$	Limit Of Insurance
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event
	OR	
	\$	Limit Of Insurance
	\$	Deductible For All Perils For Each Customer's Auto
	\$	Maximum Deductible For All Loss In Any One Event

Specified Causes Of Loss	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Collision	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations		
Coverages	Limit Of Insurance And Deductible	Premium	
Comprehensive	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	

Collision	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto	

Location Number	Address Where You Conduct Garage Operations		
Coverages	Limit Of Insurance And Deductible		Premium
Comprehensive	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	\$	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
		OR	
	\$	Limit Of Insurance	
	\$	Deductible For All Perils For Each Customer's Auto	
	\$	Maximum Deductible For All Loss In Any One Event	
Collision	\$	Limit Of Insurance	\$
	\$	Deductible For Each Customer's Auto	

Total Garagekeepers Premium For All Locations	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Direct Coverage Options

Indicate below with an "X" which, if any, Direct Coverage Option is selected.

Excess Insurance

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner.

Primary Insurance

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.

A. This endorsement provides only those coverages:

1. Where a Limit Of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the Schedule.

B. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

c. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment:

- a. You.
- b. Your partners and their spouses, if you are a partnership, but only with respect to the conduct of your "garage operations".
- c. Your members, if you are a limited liability company, but only with respect to the conduct of your "garage operations". Your managers are also "insureds", but only with respect to their duties as your managers.
- d. Your "executive officers" and directors, if you are an organization other than a partnership or limited liability company, but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

- e. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of employment by you or while performing their duties related to the conduct of your "garage operations".

4. Coverage Extensions

The following applies as **Supplementary Payments**. We will pay for the "insured":

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

C. Exclusions

1. This insurance does not apply to any of the following:
 - a. **Contractual**
Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.
 - b. **Theft**
"Loss" due to theft or conversion caused in any way by you, your "employees" or by your stockholders.
 - c. **Defective Parts**
Defective parts or materials.

d. Faulty Work

Faulty "work you performed".

2. We will not pay for "loss" to any of the following:
 - a. Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto".
 - b. Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment.
 - c. Sound-receiving equipment designed for use as a citizens band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
 - d. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":
 - a. War, including undeclared or civil war;
 - b. 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
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

D. Limits Of Insurance And Deductibles

1. Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit Of Insurance shown in the Schedule for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by:
 - a. Collision; or

- b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage:
 - (1) Theft or mischief or vandalism; or
 - (2) All perils.
- 2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
- 3. To settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that part of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

- 1. "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households who pay for services performed.

- 2. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.
- 3. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.
- 4. "Work you performed" includes:
 - a. Work that someone performed on your behalf; and
 - b. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TENNESSEE LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B.** The insurance covering the interest of the loss payee will not be invalidated because of your intentional acts or omissions.
- C.** We may cancel the policy as allowed by the **Cancellation** Common Policy Condition.
Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.

Federal Motor Carrier
Safety Administration

**ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Issued to BRANDON TANKERSLEY of CLEVELAND, TN

Dated at NAPERVILLE, IL 60563 this 6TH DAY OF JULY, 2015

Amending Policy No. TCP 0000542 01 Effective Date JULY 2, 2015

Name of Insurance Company TRANSGUARD INSURANCE COMPANY OF AMERICA, INC.

Countersigned by 
Authorized Company Representative

The policy to which endorsements is attached provides primary or excess insurance, as indicated by
"[X]", for the limits shown:

This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000
for each accident.

This insurance is excess and the company shall not be liable for amounts in excess of \$ _____
for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish
the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone
request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date.
The telephone number to call is: (800-252-6725).

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's, registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the

limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THIS SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.
 Form MCS-90 (4/2000)

SCHEDULE OF LIMITS-----PUBLIC LIABILITY		
Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous).	\$750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

FORM F
UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY
INSURANCE ENDORSEMENT

It is agreed that:

1. The certification of the policy, as proof of financial responsibility under the provisions of any State motor carrier law or regulations promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and limits of liability required thereby; provided only that the insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.
2. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certificate of Insurance has been filed with the State Commissions indicated on the reverse side hereof.
3. This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the company or the insured giving thirty (30) days' notice in writing to the State Commission with which such certificate has been filed, such thirty (30) days' notice to commence to run from the date the notice is actually received in the office of such Commission.

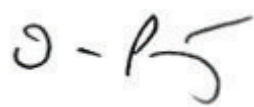
Attached to and forming part of policy No. TCP 0000542 01

issued by TRANSGUARD INSURANCE COMPANY OF AMERICA, INC., herein called

Company, of 215 SHUMAN BOULEVARD, SUITE 400, NAPERVILLE, IL 60563

to BRANDON TANKERSLEY of CLEVELAND, TN

Dated at PASADENA this 6TH DAY OF JULY, 2015

Countersigned by 
 Authorized Representative

X = INDICATES STATE COMMISSIONS WITH WHOM UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY CERTIFICATE OF INSURANCE HAS BEEN FILED							
ALABAMA		ILLINOIS		MONTANA		RHODE ISLAND	
ALASKA		INDIANA		NEBRASKA		SOUTH CAROLINA	
ARIZONA		IOWA		NEVADA		SOUTH DAKOTA	
ARKANSAS		KANSAS		NEW HAMPSHIRE		TENNESSEE	X
CALIFORNIA		KENTUCKY		NEW JERSEY		TEXAS	
COLORADO		LOUISIANA		NEW MEXICO		UTAH	
CONNECTICUT		MAINE		NEW YORK		VERMONT	
DELAWARE		MARYLAND		NORTH CAROLINA		VIRGINIA	
DIST. OF COLUMBIA		MASSACHUSETTS		NORTH DAKOTA		WASHINGTON	
FLORIDA		MICHIGAN		OHIO		WEST VIRGINIA	
GEORGIA		MINNESOTA		OKLAHOMA		WISCONSIN	
HAWAII		MISSISSIPPI		OREGON		WYOMING	
IDAHO		MISSOURI		PENNSYLVANIA			



COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Policy Number TCP 0000542 01
Renewal of TCP 0000542

Policy Period From 07/02/2015 **To** 07/02/2016
12:01 A.M. Standard Time at the Named Insured's Address

Transaction RENEWAL DECLARATION

Customer #: BRATNU0006

Pay Plan: 10 Pay Plan CPP Sprd CUSTOMER BILL

Named Insured and Mailing Address
BRANDON TANKERSLEY
SOUTHEAST MOVING SERVICE
318 FARMWAY DR., SE
CLEVELAND TN 37323-9420

Agent Name and Address
J. SMITH LANIER 1001060
1610 S. CHURCH ST.
MURFREESBORO TN 37130
Telephone: 615-898-1919

Business Description
MOVING AND STORAGE

Type of Business
INDIVIDUAL/MARRIED

Audit Period
NONE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS COVERAGE PART.

DESCRIPTION OF PREMISES

Refer to attached description.

COVERAGES PROVIDED

Refer to attached description, if any.

OPTIONAL COVERAGES

Refer to attached description, if any.

MORTGAGEES AND ADDITIONAL INTERESTS

Refer to attached schedule, if any.

TOTAL PREMIUM FOR THIS COVERAGE PART \$ 300.00

Form(s) and Endorsement(s) made a part of this Coverage Part at the time of issue:

See Attached Forms Inventory Schedule



**COMMERCIAL PROPERTY
COVERAGE PART DECLARATIONS**

Policy Number:
TCP 0000542 01
Named Insured:
BRANDON TANKERSLEY
Agent:
J. SMITH LANIER

1001060

COMMERCIAL PROPERTY DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Occupancy	Construction	Prot. Class	Terr
00001	00001	BUILDINGS OR PREMISES-OFFICE-OTHER THAN NOT-FOR-PROFIT	Frame	03	060



**COMMERCIAL PROPERTY
COVERAGE PART DECLARATIONS**

Policy Number:

TCP 0000542 01

Named Insured:

BRANDON TANKERSLEY

Agent:

J. SMITH LANIER

1001060

**COMMERCIAL PROPERTY
DESCRIPTION OF COVERAGES PROVIDED**

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Causes of Loss	Coinsurance[†]	Deductible
00001	00001	Cert Act of Terr Pers Prop	\$5,000		80 %	\$500
00001	00001	Personal Property	\$5,000	SPECIAL	80 %	\$500

† IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT



COMMERCIAL PROPERTY
COVERAGE PART DECLARATIONS
Policy Number:
TCP 0000542 01
Named Insured:
BRANDON TANKERSLEY
Agent:
J. SMITH LANIER

1001060

**COMMERCIAL PROPERTY
DESCRIPTION OF OPTIONAL COVERAGES PROVIDED**

Prem. No.	Bldg. No.	Coverage	Agreed Value	Replacement Cost †		Inflation Bldg	Grd Pers Prop	Monthly Limit of Indemnity	Maximum Period of Indemnity	Extended Period of Indemnity
				Pers Bldg	Incl "Stock"					
00001	00001	PERS			RC					

† RC = Replacement Cost
FRC = Functional Replacement Cost
ACV = Actual Cash Value

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY & INCOME ENHANCEMENTS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured: BRANDON TANKERSLEY	Policy Number: TCP 0000542 01
Effective Date: 07/02/2015	Countersigned by

(Authorized Representative)

SCHEDULE

PREMIUM CHARGE FOR ENHANCEMENT COVERAGES:	\$ 50
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COVERAGE DESCRIPTION	LIMIT OF INSURANCE
Section A: Additional Coverage	
I. Uncollectible Freight Charges	\$5,000
II. Uncollectible or Accrued Storage Charges	20,000
III. Loss Prevention and Property Protection Expenses	100,000
Section B: Building and Personal Property Enhancements	
I. Newly Acquired Real Property	500,000
II. Newly Acquired Business Personal Property	250,000
III. Property Off Premises	25,000
IV. Outdoor Property: Trees, Shrubs, Plants and Lawns	10,000
Fences, Walls and Gates	15,000
Scales and Scale Equipment	25,000
V. Vehicle Damage to Leased Property	25,000
VI. Building Ordinance or Law: Coverage A	Bldg Limit
Coverage B	50,000
Coverage C	50,000
VII. Fire Protection Equipment	10,000
VIII. Arson Reward	2,500
IX. Accounts Receivable	50,000
X. Valuable Papers and Records	15,000
XI. Signs	5,000
XII. Cost of Inventory, Appraisal or Adjustment	5,000

COVERAGE DESCRIPTION (Continued)	LIMIT OF INSURANCE
XIII. Sewer and Drain Backup	15,000
XIV. Debris Removal	15,000
XV. Pollutant Clean-up and Removal	15,000
XVI. Inflation Guard	2.5% Per Year
Section C: Business Income (and Extra Expense) Enhancements	
I. Interruption of Computer Operations	5,000
II. Extended Period of Indemnity for Storage Revenue	365 Days
III. Utility Service Interruption	10,000

The items listed in the SCHEDULE are provided as additions to your insurance program. These apply separately to each of your premises described in the Declarations.

Section A:

If **083006, Basic Cargo Liability Coverage Form** and/or **083007, Basic Warehouse Liability Coverage Form** are attached to this policy, then the following coverage enhancements are added:

I. Uncollectible Freight Charges

Up to the Limit of Insurance shown in the Schedule, we will pay any loss of freight charges you sustain resulting from your inability to deliver a shipment because the "Shipper's" goods have been lost or destroyed during shipment.

This extension does not apply if such loss or damage is excluded in the **Basic Cargo Liability Coverage Form**.

Refer to **Section H. Definitions of the Basic Cargo Liability Coverage Form** for the meaning of "Shipper".

II. Uncollectible or Accrued Storage Charges

Up to the Limit of Insurance shown in the Schedule, we will pay any loss of Accrued Storage Charges owed to you when these become uncollectible because the "Customer's" goods have been lost or damaged. Such goods must be located in a "Specified Location" listed in the Declarations of this policy or at an "Interim Location" or a "Temporary Location".

This extension does not apply if such loss or damage is excluded in the **Basic Warehouse Liability Coverage Form**.

Accrued Storage Charges means all charges made to "Customers" for permanent storage services, storage valuation charges, accessorial services, and charges for delivery into or out of

a "specified location" or "temporary location" that are due but unpaid at the time of loss.

Refer to **Section H. Definitions** of the **Basic Warehouse Liability Coverage Form** for the meaning of "Customer", "Specified Location", "Interim Location", and "Temporary Location".

III. Loss Prevention & Property Protection Expenses

Up to the Limit of Insurance Shown in the Schedule, we will reimburse expenses you incur for any one loss as a result of:

- a. Actual or potential loss or damage to "Customer's" or "Shipper's" goods; or
- b. Saving or protecting "Customer's" or "Shipper's" goods from potential loss or damage or from further loss or damage.

Expenses mean the reasonable cost of labor and materials necessitated in unpacking, re-packing, re-crating, separating damaged from undamaged property, re-inventorying and other services required for saving or protecting the property. Expenses include watchmen to protect the property and fencing to enclose the property for a period not to exceed thirty days from the date of actual or potential loss or damage.

Refer to **Section H. Definitions** of the **Basic Cargo Liability Coverage Form** for the meaning of "Shipper". Refer to **Section H. Definitions** of the **Basic Warehouse Liability Coverage Form** for the meaning of "Customer".

Section B:

The **Building and Personal Property Coverage Form CP 00 10** is amended as follows:

I. Newly Acquired Real Property

The final paragraph of **Section A. 5. a. (1)** is amended as follows:

The most we will pay for loss or damage under this Extension is the amount shown in the Schedule at each building.

II. Newly Acquired Business Personal Property

The final paragraph of **Section A. 5. a. (2) (a)** is amended as follows:

The most we will pay for loss or damage under this Extension is the amount shown in the Schedule at each building.

III. Property Off Premises

In **Section A. 5., Paragraph d. (3)** is deleted and replaced by the following:

(3) The most we will pay for loss or damage under this Extension is the amount shown in the Schedule.

IV. Outdoor Property

Paragraph A. 2. I. is deleted.

Paragraph A. 5. e. Outdoor Property - is deleted and replaced by the following:

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor property described below:

Trees, Shrubs, Plants and Lawns;

Fences, Walls, Gates, Retaining Walls, or ratio and television antennas (including satellite dishes); and

For Scales and Scale Equipment,

including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft or vehicle.

The most we will pay for loss or damage under this Extension is the amount shown in the Schedule. These limits apply to any one occur-

rence, regardless of the types or number of items lost or damaged in that occurrence.

V. Vehicle Damage to Leased Property

The following is added after Paragraph **A. 5. f.:**

Vehicle Damage to Leased Property

- (1) We cover loss or damage to business real property, as described in **Paragraph A. 1. a. Coverage**, which you do not own but which you occupy for your business, caused by or resulting from physical contact of a vehicle with the business real property.
- (2) The most we will pay for loss under this Vehicle Damage to Leased Property Additional Coverage is the amount shown in the Schedule.
- (3) Coverage provided by this Coverage Extension for Vehicle Damage to Leased Property is primary insurance.
- (4) If payment is made for loss or damage under this coverage enhancement, you must transfer to us any rights of subrogation, so we may recover such payment from any responsible party,

VI. Building Ordinance or Law

The following is added after Paragraph **A. 5. f.:**

Building Ordinance or Law

The following portion of **Exclusion B. 1. a. Ordinance or Law** of the applicable **Causes of Loss - Special Form** does not apply to insurance under this Coverage Form:

"This exclusion, Ordinance or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property."

The following provisions do apply:

If there is an ordinance or law in effect at the time of loss that regulates zoning, land use or construction of a covered building, and if enforcement of that ordinance or law affects the repair or rebuilding of that build-

ing following damage by a Covered Cause of Loss, you may extend the insurance on that Building to cover:

COVERAGE A

The value of the undamaged portions of the building. The most we will pay under this extension is the building coverage limit;

COVERAGE B

Costs to demolish and clear the site of the undamaged portions of the building. The most we will pay under this extension is the amount shown in the Schedule; and

COVERAGE C

The increased cost to repair or rebuild the building with another building of the same size. The most we will pay under this extension is the amount shown in the Schedule.

We will not pay more under this Extension than if the repaired or replaced building was:

- (a) Rebuilt at the same location, as soon as reasonably possible;
- (b) To the same extent the law permits, of the same size as the one it replaces; and
- (c) Designed for the same type of occupancy as the one it replaces, unless prohibited by zoning or land use ordinance or law.

The increased rebuilding costs must be kept to the minimum needed to satisfy legal requirements.

If you do not repair or replace the damaged building, we will pay under this Extension only to demolish and clear the site of the undamaged portions of the building.

This Extension does not apply to any costs arising from the enforcement of any ordinance or law that 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."

Any Coinsurance penalty applicable to the building will also apply to the amount otherwise payable under this Extension.

However, if **Ordinance or Law CP 04 05** is also attached to this policy, the limits and terms and conditions of that form are in excess of those provided under this Coverage Enhancement.

VII. Fire Protection Equipment

The following is added at the end of Paragraph **A. 4**:

Fire Protection Equipment

We will pay your costs to:

- (1) recharge or refill fire protection equipment; and
- (2) clean up and remove the fire extinguishing agent

resulting from the discharge of a fire extinguishing agent from fire protection equipment.

The discharge must:

- (1) be caused by a Covered Cause of Loss;
- (2) result from the intended operation of the fire protection equipment to prevent or control a Covered Cause of Loss;
- (3) be accidental; or
- (4) result from a malfunction of the fire protection equipment.

We will not pay for loss or damage:

- (1) if you fail to use reasonable care to maintain the fire protection equipment in proper operating condition or if you fail to maintain the recommended testing and inspection schedule of such equipment; or
- (2) caused by discharge at the time of servicing, refilling or testing of the fire protection equipment.

The most we will pay under this Additional Coverage is the amount shown in the Schedule.

No deductible applies to this Additional Coverage.

VIII. Arson Reward

The following is added at the end of Paragraph **A. 4**:

Arson Reward

If covered property sustains loss or damage caused by or resulting from fire, and the origin of such fire is determined to be arson, we will pay a reward to the person or persons who provide

information that leads to the arrest and conviction (for the crime of arson) of the individuals responsible for the ignition of the fire.

The most we will pay under this Additional Coverage is the amount shown in the Schedule regardless of the number of persons providing information leading to the arrest and conviction of the individuals responsible for the arson.

In no case may this reward be paid to you, your officers, partners, employees or relatives.

IX. Accounts Receivable

The following is added at the end of Paragraph A. 5.:

Accounts Receivable

(1) The most we will pay under this Extension is the amount shown in the Schedule. If accounts receivable records are lost or damaged in transit, the most we will pay is \$2,500.

You may extend the insurance that applies to Your Business Personal Property to include your records of accounts receivable:

- (a) At a described premises or in or on a vehicle in transit between described premises; or
- (b) If the records must be removed from a described premise to protect them from the threat of a Covered Cause of Loss.

(2) The amount of your Accounts Receivable loss includes:

- (a) Money owed to you from customers if you are unable to collect the money as a direct result of a covered loss or damage to your accounts receivable records;
- (b) Interest charges on money you must borrow to offset your reduced cash flow;
- (c) Additional collection costs, over and above your usual collection costs, made necessary because of loss or damage to your accounts receivable records; and

(d) Reasonable expenses you must incur to re-establish your accounts receivable records.

(3) Accounts receivable loss payments will be determined as follows:

(a) When there is proof that a covered loss has occurred but you cannot accurately establish the amount of accounts receivable outstanding at the time of the loss, the amount of the loss will be computed as follows:

(i) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and

(ii) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred.

(b) We will deduct from the established total amount of accounts receivable:

(i) The amount of any accounts evidenced by records not lost or damaged;

(ii) Any other amounts you are able to establish or collect; and

(iii) An amount to allow for probable bad debts which you would have been unable to collect.

(c) If you recover the amount of any accounts receivable that were included in the amount of the paid loss, you will return 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.

However, if **Accounts Receivable Coverage Form CM 00 66** is also attached to this policy, the limits and terms and conditions of that form are in excess of those provided under this Coverage Enhancement.

X. Valuable Papers and Records

Paragraph A. 5. c. (4) is amended as follows:

(4) Under this Extension, the most we will pay to replace or restore the lost information is the amount shown in the Schedule at each described premises. We will also pay for the

cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

However, if **Valuable Papers and Records Coverage Form CM 00 67** is also attached to this policy, the limits and terms and conditions of that form are in excess of those provided under this Coverage Enhancement.

XI. Signs

The second paragraph under **Section C. Limits Of Insurance** is deleted and replaced by the following:

The most we will pay for loss to outdoor signs is the Limit of Insurance shown in the Schedule per sign in any one occurrence.

However, if either **Outdoor Signs CP 14 40 or Signs Coverage Form CM 00 28** is also attached to this policy, the limits and terms and conditions of that form are in excess of those provided under this Coverage Enhancement.

XII. Cost of Inventory, Appraisal or Adjustment

We will pay your cost of appraisal, adjustment, inventory and preparation of loss data necessary in connection with a claim covered under this Coverage Part.

The most we will pay under this additional coverage for all costs incurred in any one policy year is the Limit of Insurance shown in the Schedule. This coverage extension is not subject to any Coinsurance Clause.

XIII. Sewer and Drain Backup

The following is added at the end of Paragraph **A. 5**:

Sewer and Drain Backup

- (1) The following Exclusion of the applicable **Causes of Loss - Special Form** does not apply to insurance under this Coverage Extension: paragraph **B.1.g. Water (3)** and **(4)**.
- (2) The most we will pay under this Extension is Limit of Insurance shown in the Schedule for direct physical loss or damage caused by:

- (a) Water that backs up from a sewer or drain; or
- (b) Water under the ground surface pressing on, or flowing or seeping through:
 - (i) Foundations, walls, floors or paved surfaces;
 - (ii) Basements, whether paved or not; or
 - (iii) Doors, windows or other openings.

We will not pay for any resulting indirect or consequential loss, regardless of its amount.

XIV. Debris Removal

The additional limit for debris removal shown in **A. Coverage**, Paragraph **4. Additional Coverage**, Sub-Paragraph **a. (4)** is increased to the Limit of Insurance shown in the Schedule.

XV. Pollutant Clean-Up and Removal

The last Paragraph in **A.4.d.** is replaced by the following:

The most we will pay under this Additional Coverage for each described premises is the Limit of Insurance shown in the Schedule for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

XVI. Inflation Guard

Paragraph **G. Optional Coverages, 2. Inflation Guard**, Paragraph **a.** is deleted and replaced with the following:

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Schedule.

Section C:

If the **Business Income (and Extra Expense) Coverage Form CP 00 30** is attached to this policy, then the following enhancements are added to the policy:

I. Interruption of Computer Operations

In Section **A. Coverage, Paragraph 5. d. Interruption of Computer Operations**, Paragraph **(4)** is deleted and replaced with the following:

- (4) The most we will pay under this Additional Coverage - Interruption of Computer Operations is the Limit of Insurance shown in the Schedule for all loss sustained and expense

incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved.

If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

II. Extended Period of Indemnity for Storage Revenue

In the Section for **Optional Coverages**, Paragraph **4.** deleted and replaced by the following:

4. Extended Period Of Indemnity

In the Paragraph under **Additional Coverages** called **Extended Business Income**, the number "30" in Subparagraphs **(1)(b)** and **(2)(b)** is replaced by the number shown in the Schedule for this Optional Coverage.

III. Utility Service Interruption

The following is added to Section for **Optional Coverages**:

Utility Service Interruption

The most we will pay during any one policy year is the Limit of Insurance shown in the Schedule for loss of income you incur after the first 12 hours of utility service disruption following the direct physical loss or damage caused by a Covered Cause of Loss that disrupted the services provided by the utility companies described below.

We will pay for the loss of income you incur due to the necessary suspension of your business activities during the "Period of Restoration" as a result of direct physical loss or damage caused by a Covered Cause of Loss to property not at the premises described in the Declarations but used to supply you with services by the following utilities:

- a. Water supply companies;
- b. Communication supply companies but not their overhead communication lines or satellites; and
- c. Power supply companies but not their overhead transmission lines.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY & INCOME CHANGES FOR LESSEES

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured: BRANDON TANKERSLEY	Policy Number: TCP 0000542 01
Effective Date: 07/02/2015	Countersigned By

(Authorized Representative)

I. For any designated location you occupy as lessee, the **Building and Personal Property Coverage Form CP 00 10** is amended as follows:

Paragraph A. 4. b. is deleted and replaced by the following:

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to prevent loss or damage to Covered Property by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

II. For any designated location you occupy as lessee, the **Business Income (and Extra Expense) Coverage Form CP 00 30** is amended as follows:

Paragraph C. 2. a. (2) is deleted and replaced with the following:

- (2) Give us prompt notice of the direct physical loss or damage to the property you occupy as lessee. Include a description of the property involved.

Under **Paragraph E. Optional Coverages**, only options **1. Maximum Period of Indemnity** and **4. Extended Period of Indemnity** apply.

Under **Paragraph F. Definitions**, the following revision of **Definition 3. "Period of Restoration" Clause b.** applies:

b. Ends on the earlier of:

- (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality;
- (2) The date when business is resumed at a new permanent location; or
- (3) No longer than 180 days after the inception of the "period of restoration."

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

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 H. Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.** Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire-extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for

making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and

- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, back-filling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;

- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises; or

- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or
- q. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
 - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
 - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
 - (d) Remove property of others of a type that would not be Covered

Property under this Coverage Form;

- (e) Remove deposits of mud or earth from the grounds of the described premises;
 - (f) Extract "pollutants" from land or water; or
 - (g) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

Example 1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example 2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal

expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing

within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in **e.(3)** through **e.(9)** of this Additional Coverage.
- (3) The ordinance or law referred to in **e.(2)** of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
 - (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation

of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

- (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

- (7) With respect to this Additional Coverage:
 - (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced at the same or another premises; and
 - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost

of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.

- (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.

f. Electronic Data

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

(3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:

- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
 - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust

this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or

- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

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

b. Personal Effects And Property Of Others

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

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

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

(1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.

(3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

(4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

d. Property Off-premises

(1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:

(a) Temporarily at a location you do not own, lease or operate;

(b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or

(c) At any fair, trade show or exhibition.

(2) This Extension does not apply to property:

(a) In or on a vehicle; or

(b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

(3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

(1) Fire;

(2) Lightning;

(3) Explosion;

(4) Riot or Civil Commotion; or

(5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

f. Non-owned Detached Trailers

(1) You may extend the insurance that applies to Your Business Personal

Property to apply to loss or damage to trailers that you do not own, provided that:

- (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.
- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:

- (a) Will end 90 days after the business personal property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

- 1. Fire Department Service Charge;
- 2. Pollutant Clean-up And Removal;

3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example 1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$ 60,100
– 250
\$ 59,850

Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:
 \$59,850 + \$80,000 = \$139,850

Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

E. Loss Conditions

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

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further

damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
 - (3) Take all or any part of the property at an agreed or appraised value; or

- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.
- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will

pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

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. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:
 - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - (i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or
 - (ii) Used by the building owner to conduct customary operations.
- (2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage;
 - (e) Theft; or
 - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b., c., d. and e. below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

 - (1) Awnings or floor coverings;
 - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
 - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
 - (1) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
 - (3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

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

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

 - (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
 - (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
 - (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and

- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example 1 (Underinsurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 100,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 / \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example 2 (Adequate Insurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than \$39,750 ($\$40,000$ amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example 3

When:	The value of the property is:	
	Building at Location 1:	\$ 75,000

Building at Location 2: \$ 100,000
 Personal Property
 at Location 2: \$ 75,000
 \$ 250,000

The Coinsurance percentage
 for it is: 90%

The Limit of Insurance for Buildings
 and Personal Property at Locations 1
 and 2 is: \$ 180,000

The Deductible is: \$ 1,000

Building at Location 2: \$ 30,000

Personal Property
 at Location 2: \$ 20,000

\$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$
 (the minimum amount of insurance to
 meet your Coinsurance requirements
 and to avoid the penalty shown
 below)

Step (2): $\$180,000 - \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining
 \$11,000 is not covered.

2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substan-

tial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:

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

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

- b. If the expiration date for this Optional Coverage shown in the Declarations is

not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.

- c. The terms of this Optional Coverage apply only to loss or damage that occurs:

- (1) On or after the effective date of this Optional Coverage; and
- (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example

If: The applicable Limit of Insurance is: \$100,000
The annual percentage increase is: 8%
The number of days since the beginning of the policy year (or last policy change) is: 146
The amount of increase is:
 $\$100,000 \times .08 \times 146 \div 365 = \$ 3,200$

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;

- (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

- (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property;

- (a) Of comparable material and quality; and
- (b) Used for the same purpose; or
- (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.
- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation

of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part 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:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

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:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but 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 microorganism that induces or is capable of inducing physical distress, illness or disease.
- However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
- 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2.** Additional Coverage - Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** 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 Coverage Part or Policy.

CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of 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.

a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a)**, **(5)(b)** and **(5)(c)**, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by an act of nature or is otherwise caused.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage 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 Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The 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.

f. 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.

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings; or
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

h. "Fungus", Wet Rot, Dry Rot And Bacteria

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

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

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

- a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d.(1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
- (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.

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

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or

- (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
- (2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.
- k. Collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, **k.**, does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage, Collapse; or

- (b) To collapse caused by one or more of the following:

- (i) The "specified causes of loss";
- (ii) Breakage of building glass;
- (iii) Weight of rain that collects on a roof; or
- (iv) Weight of people or personal property.

- l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.

- m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

- 3. We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of 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 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.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
 - (a) Your cancelling the lease;
 - (b) The suspension, lapse or cancellation of any license; or
 - (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph **B.1.a.** Ordinance Or Law;
 - (b) Paragraph **B.1.c.** Governmental Action;
 - (c) Paragraph **B.1.d.** Nuclear Hazard;
 - (d) Paragraph **B.1.e.** Utility Services; and
 - (e) Paragraph **B.1.f.** War And Military Action.
- (2) The following additional exclusions apply to insurance under this Coverage Form:
 - (a) **Contractual Liability**

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

 - (i) Your assumption of liability was executed prior to the accident; and
 - (ii) The building is Covered Property under this Coverage Form.
 - (b) **Nuclear Hazard**

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property:

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

- (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
 - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
 - f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
 - g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
 - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
 - (2) Changes in or extremes of temperature;
 - (3) Disease;
 - (4) Frost or hail; or
 - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - a. Animals, and then only if they are killed or their destruction is made necessary.
 - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
 - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

- (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
 - (2) To Business Income Coverage or to Extra Expense Coverage.
3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):
- a. \$2,500 for furs, fur garments and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - c. \$2,500 for patterns, dies, molds and forms.
 - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:
- a. Results in discharge of any substance from an automatic fire protection system; or
 - b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in D.1. through D.7.

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:
 - a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
 - d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (1) A cause of loss listed in 2.a. or 2.b.;
 - (2) One or more of the "specified causes of loss";
 - (3) Breakage of building glass;
 - (4) Weight of people or personal property; or
 - (5) Weight of rain that collects on a roof.
3. This **Additional Coverage – Collapse** does not apply to:
 - a. A building or any part of a building that is in danger of falling down or caving in;
 - b. A part of a building that is standing, even if it has separated from another part of the building; or
 - c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:
 - a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
 - b. Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools;
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
 - (2) The property is Covered Property under this Coverage Form.
5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
 - a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
 - b. The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if mar- rying and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, lean- ing, settling, shrinkage or expansion.
7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.

8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur 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:
 - a. A "specified cause of loss" other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", 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 "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or 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 "fungus", wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restora- tion of the damaged property is com- pleted, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Re- gardless 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 "specified causes of loss" (other than fire or lightning) and Flood 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 "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, 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 "fungus", 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 "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause 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 Paragraph **F.2.** (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, **6.a.** or **6.b.**, applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
 - a. If the loss which resulted in "fungus", 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 "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense 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 "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or 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.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, wind-storm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following: fire; lightning; explosion; wind-storm 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.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or 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.

- c. Water damage means:

- (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and
- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the described premises and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.



GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number TCP 0000542 01
Renewal of TCP 0000542

Policy Period From 07/02/2015 **To** 07/02/2016
12:01 A.M. Standard Time at the Named Insured's Address

Transaction RENEWAL DECLARATION

Customer #: BRATNU0006

Pay Plan: 10 Pay Plan CPP Sprd CUSTOMER BILL

Named Insured and Mailing Address
BRANDON TANKERSLEY
SOUTHEAST MOVING SERVICE
318 FARMWAY DR., SE
CLEVELAND TN 37323-9420

Agent Name and Address
J. SMITH LANIER 1001060
1610 S. CHURCH ST.
MURFREESBORO TN 37130
Telephone: 615-898-1919

Business Description
MOVING AND STORAGE

Type of Business
INDIVIDUAL/MARRIED

Audit Period
NONE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS COVERAGE PART.

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$	2,000,000
Products - Completed Operations Aggregate Limit	\$	2,000,000
Each Occurrence Limit	\$	1,000,000
Personal and Advertising Injury Limit, any one person or organization	\$	1,000,000
Medical Expense Limit, any one person	\$	5,000
Damages To Premises Rented to You Limit, any one premises	\$	100,000

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Refer to attached location schedule.

CLASSIFICATIONS

Refer to attached schedule.

TOTAL PREMIUM FOR THIS COVERAGE PART \$ 900.00

Form(s) and Endorsement(s) made a part of this Coverage Part at the time of issue:
See Attached Forms Inventory Schedule



GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number:
 TCP 0000542 01
Named Insured:
 BRANDON TANKERSLEY
Agent:
 J. SMITH LANIER

1001060

COMMERCIAL GENERAL LIABILITY CLASSIFICATION SCHEDULE

Loc	St	Terr	Code	Premium Basis	Exposure	Rate	Per	Cov	Premium
Classification Description									
00000	TN	999	44444				N/A	CTENH	\$1.00
				Enhancement					
00000	TN		44444				N/A	ENHANC	\$150.00
				Enhancement					
00000	TN		99999				N/A	INSMP	\$136.00
				MINIMUM PREMIUM					
00000	TN		99999				N/A	MP/334	\$22.00
				MINIMUM PREMIUM					
00001	TN	505	99793	PAYROLL	\$15,000		1000	CTPREM	\$1.00
				MOVING OPERATIONS					
00001	TN	505	61224	AREA	200		1000	CTPREM	\$1.00
				OFFICE LOCATION					
00001	TN	505	91155	PAYROLL	\$5,000		1000	CTPREM	\$1.00
				APPLIANCE INSTALLATION					
00001	TN	999	91155	PAYROLL	\$5,000		1000	CTPROD	\$1.00
				APPLIANCE INSTALLATION					
00001	TN	505	99793	PAYROLL	\$15,000		1000	PREMOP	\$141.00
				MOVING OPERATIONS					
00001	TN	505	61224	AREA	200		1000	PREMOP	\$10.00
				OFFICE LOCATION					

Issued Date: 07/06/2015

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GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number:
TCP 0000542 01
Named Insured:
BRANDON TANKERSLEY
Agent:
J. SMITH LANIER

1001060

COMMERCIAL GENERAL LIABILITY CLASSIFICATION SCHEDULE

Loc	St	Terr	Code	Premium Basis	Exposure	Rate	Per	Cov	Premium
Classification Description									
00001	TN	505	91155	PAYROLL	\$5,000		1000	PREMOP	\$70.00
				APPLIANCE INSTALLATION					
00001	TN	999	91155	PAYROLL	\$5,000		1000	PRODCO	\$366.00
				APPLIANCE INSTALLATION					

GENERAL LIABILITY COVERAGE FORM ENHANCEMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured: BRANDON TANKERSLEY	Policy Number: TCP 0000542 01
Effective Date: 07/02/2015	Countersigned by

(Authorized Representative)

SCHEDULE

PREMIUM CHARGE FOR ENHANCEMENT COVERAGES:	\$ 150
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COVERAGE DESCRIPTION	<i>(All Enhancements are included unless specifically indicated)</i>	
I. Broadened Named Insured - New Ventures		
II. Blanket Additional Insured & Primary Additional Insured for Contracts		
III. Blanket Waiver of Subrogation for Contracts		
IV. Limited Expansion of Coverage without an Insured Contract - 45 Day Coverage Period		
V. Liberalization		
VI. Fire, Explosion and Sprinkler Leakage Legal Liability Coverage		
VII. Designated Location General Aggregate Limit	<input checked="" type="checkbox"/>	Included with a \$1,000,000 Limit
VIII. Non-Employment Discrimination Liability	<input checked="" type="checkbox"/>	Not Included
	<input type="checkbox"/>	Included with a \$100,000 Limit
IX. Medical Payments	<input checked="" type="checkbox"/>	Included with a \$50,000 Limit

The items listed in the **SCHEDULE** are provided as additions to your insurance program.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01** is amended as follows:

I. Broadened Named Insured - New Ventures

The last paragraph of **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

Any organization you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

1. There is no other similar insurance available to that organization; and
2. The first Named Insured shown in the **Declarations** has the responsibility of placing insurance on that organization; and
3. That organization is incorporated or organized under the laws of any state of the United States of America, or the District of Columbia, and the business of that organization is relocation, transportation or storage or is directly associated with the relocation, transportation or storage business.

However:

- (a) Coverage under Paragraph 3. is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the **Declarations**, or the end of the policy period, whichever is earlier; and
- (b) **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (c) **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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**.

II. Blanket Additional Insured and Primary Additional Insured for Contracts

The following is added to **SECTION II - WHO IS AN INSURED** at the end of Paragraph 2.:

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) that you are required to add as an additional insured on this policy under a written "insured contract". The written "insured contract" must be executed prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".

The insurance provided to such additional insured is limited as follows :

- 1. Such person or organization is only an additional insured with respect to liability arising out of:
 - (a) the ownership, maintenance or use of that part of any premises or land rented or leased to you by the additional insured;
 - (b) "your work" performed for that additional insured;
 - (c) the ownership, maintenance, operation or use by you of equipment leased to you by the additional insured;
 - (d) "your work" or work performed on your behalf for which any state or political subdivision has issued a permit.

- 2. Notwithstanding **Paragraph 1.**, the coverage provided to the additional insured by this endorsement does not apply to "property damage" to personal property that is in the care, custody or control of any insured.
- 3. The Limits of Insurance applicable to the additional insured are those specified in the "insured contract" or in the **Declarations** for this policy, whichever is less. These Limits of Insurance are inclusive and are not in addition to the Limits of Insurance shown in the **Declarations**.
- 4. Except when required by the "insured contract", the coverage provided to the additional insured by this endorsement does not apply to:
 - (a) "bodily injury" or "property damage" occurring after:
 - (1) all work on the project to be performed by you on behalf of the additional insured has been completed;
 - (2) you cease to be a tenant in the premises which are the subject of the "insured contract";
 - (3) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
 - (b) "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - is amended with the addition of the following:

4. Other Insurance

- (b) **Excess Insurance** -- This insurance is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the "insured contract" specifically requires that this insurance be either primary or primary and non-contributing. Where required by the "insured contract", we will consider any other insurance

maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

III. Blanket Waiver of Subrogation for Contracts

In **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**

Us is deleted and replaced with the following:

8. Transfer Of Rights Of Recovery Against Others To Us and Blanket Waiver of Subrogation

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. Notwithstanding the provisions of paragraph **a.** above, if required by a written "insured contract" executed prior to the "occurrence" or offense, we waive any right of recovery we may have against any person or organization named in such "insured contract", because of payments we make for injury or damage arising out of your operations or "your work" for that person or organization.

IV. Limited Expansion of Coverage without an "Insured Contract"

The following is added to the end of Paragraph **2.** in **SECTION II - WHO IS AN INSURED**:

WHO IS AN INSURED (Section II) is amended to add the following provision:

1. If the terms of an "insured contract" require that you name as an additional insured, persons or organizations which are not parties to the "insured contract", such person or organization will be considered an additional insured on this policy. The "insured contract" must be executed prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".

2. The insurance provided to the additional insured is limited as follows:

The person or organization is only an additional insured with respect to liability arising out of:

(a) the ownership, maintenance or use of that part of the premises or land on which "your work" is performed;

(b) "your work" performed for that additional insured.

3. Notwithstanding **Paragraph 2.**, the coverage provided to the Additional Insured by this endorsement does not apply to "property damage" to personal property in the care, custody or control of any insured.

4. The limits of insurance applicable to the additional insured are those specified in the "insured contract" or in the **Declarations** for this policy, whichever is less. These limits of insurance are inclusive and are not in addition to the limits of insurance shown in the **Declarations**.

5. It is a condition of the coverage granted to the additional insured under this provision that the name and address of such person or organization, as well as a complete description of "your work", has been provided to us prior to the commencement of "your work" for the additional insured.

6. Except when required by the "insured contract", the coverage provided to the additional insured by this endorsement does not apply to:

(a) "bodily injury" or "property damage" occurring after the earliest of the following:

(1) all work on the project to be performed by you on behalf of the additional insured at the site of the covered operations has been completed;

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or

(3) 45 days after notification as described in **Paragraph 5.** above.

(b) "Bodily injury" or "property damage" arising out of the sole negligence or fault of the additional insured or of

those acting on behalf of the additional insured.

- 7. Waiver of Subrogation** - If the “insured contract” requires that we waive any right of recovery we may have against the additional insured and we are advised of this requirement and agree in writing, prior to the “bodily injury”, “property damage”, “personal injury” or “advertising injury”, then we waive any right of recovery we may have against the additional insured because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under the “insured contract”. This waiver applies only to the additional insureds which are the subject of this provision.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - is amended with the addition of the following:

4. Other Insurance

- (b) Excess Insurance** -- This insurance is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the “insured contract” specifically requires that this insurance be either primary or primary and non-contributing. Where required by the “insured contract”, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

V. Liberalization

In **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following Paragraph is added at the end of the section:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this Coverage Part without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

VI. Fire, Explosion and Sprinkler Leakage Legal Liability Coverage

In **SECTION I - COVERAGE, COVERAGE A -- BODILY INJURY AND PROPERTY DAMAGE**,

the paragraph following **Paragraph (6)** of exclusion **j**, is deleted and replaced by the following:

Paragraphs **(1), (3), and (4)** of this exclusion do not apply to “property damage” (other than damage by fire, explosion, or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of 7 days or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III - LIMITS OF INSURANCE**.

Paragraph **6.** in **SECTION III - LIMITS OF INSURANCE** is deleted and replaced with the following:

- 6.** Subject to **Paragraph 5** . above, the Damage To Premises Rented To You Limit is the most we will pay under **Coverage A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, explosion, or sprinkler leakage while rented to you, temporarily occupied by you with the permission of the owner, is the greater of:

(a) \$1,000,000 Any One Premises; or

(b) The Damage to Premises Rented to You Limit shown in the **Declarations**

In **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance, b. Excess Insurance**, paragraphs **(1) (a) (ii)** and **(iii)** are deleted and replaced with the following:

(ii) That is Fire, Explosion, or Sprinkler Leakage insurance for premises while rented to you or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for “property damage” to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

In **SECTION V - DEFINITIONS**, definition **9. “Insured Contract” means**, Paragraph **a.** is deleted and replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, or sprinkler leakage to premises while rented to you, temporarily occupied by you with permission of the owner, or managed

by you under a written contract with the owner is not an "insured contract";

VII. Designated Locations General Aggregate Limit

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I -- COVERAGES, COVERAGE A**, and for all medical expenses caused by accidents under **COVERAGE C**, which can be attributed only to operations at a single designated "location" shown in the **Declarations**:

1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the **Declarations**.
2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the **Declarations** nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the **Schedule** above.
4. The limits shown in the **Declarations** for **Each Occurrence**, **Damage to Premises Rented To You** and **Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the **Declarations**, such limits will be subject to the applicable Designated Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by

"occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to operations at a single designated "location" shown in the **Schedule** above:

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

VIII. Non-Employment Discrimination Liability

This enhancement does not apply unless indicated as "Included" in the **Schedule**.

Unless "personal and advertising injury" is excluded from this Coverage Part, the following applies:

In **SECTION V - DEFINITIONS**, the following is added to the end of definition **14**. "Personal and Advertising Injury":

" **Discrimination** "

Also in **SECTION V - DEFINITIONS**, the following additional definition is added:

"Discrimination" means the unlawful treatment of persons with respect to such person's race, color, national origin, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

The following additional exclusions are added to Paragraph **2. Exclusions** of **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

"Discrimination" directly or indirectly related to the refusal to employ or termination of employment of any person or to any employment related policy, practice, act or omission such as discipline, demotion, promotion, reassignment, evaluation, coercion, defamation, harassment, humiliation or retaliation directed at any person.

"Discrimination" directly or indirectly related to the discussions, negotiations, or other such arrangements necessary to engage the services of an independent contractor;

Any allegation of "discrimination" made against an independent contractor or owner operator, whether or not operating under your direction or authority;

"Discrimination" directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling, permanent lodging, or premises by or at the direction of any insured;

"Discrimination" if insurance thereof is prohibited by law; or

Fines, penalties, specific performance, punitive damages, or injunctions levied because of "discrimination".

The first two paragraphs of Clause **4.** of **SECTION III - LIMITS OF INSURANCE** are deleted and replaced with the following:

- 4.** Unless loss results from "discrimination" and subject to **2 .** above, the Personal and Advertising Injury Limit is the most we will pay under **Coverage B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

If loss results from "discrimination", the most we will pay under **Coverage B** for the sum of all damages because of all "personal and advertising injury" is **\$100,000** in any one annual policy period. Furthermore, our right and duty to defend ends when we have paid or offered to pay the applicable limit of insurance in judgments or settlements.

The other provisions of Clause **4.** of **SECTION III - LIMITS OF INSURANCE** remain unchanged.

IX. Medical Payments

Unless **COVERAGE C MEDICAL PAYMENTS** has been excluded from this policy, the following applies:

In **SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS**, exclusion **2.b.** is replaced by the following:

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured except a "temporary worker".

The following is added at the end of **SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS**:

Limit of Insurance

The Medical Expense Limit of Insurance shall be:

- a.** The greater of **\$10,000** Any One Person, other than a "temporary worker", or the amount shown in the **Declarations** .
- b.** **\$50,000** Any One Person only applicable to a "temporary worker".

This Coverage Enhancement is excess over any other insurance that may apply to the "temporary worker;" and

If any person for whom we make payment under this Coverage Enhancement has rights to recover damages from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - "INSURED CONTRACTS"

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured: BRANDON TANKERSLEY	Policy Number: TCP 0000542 01
Effective Date: 07/02/2015	Countersigned by

(Authorized Representative)

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under a written "insured contract". The written "insured contract" must be executed prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".
- B.** The insurance provided to the additional insured is limited as follows :
1. Such person or organization is only an additional insured with respect to liability arising out of:
 - (a) the ownership, maintenance or use of that part of any premises or land rented or leased to you by the additional insured;
 - (b) "your work" performed for that additional insured;
 - (c) the ownership, maintenance, operation or use by you of equipment leased to you by the additional insured;
 - (d) "your work" or work performed on your behalf for which any state or political subdivision has issued a permit.
 2. Notwithstanding **Paragraph 1.** , the coverage provided to the additional insured by this endorsement does not apply to "property damage" to personal property that is in the care, custody or control of any insured.
 3. The Limits of Insurance applicable to the additional insured are those specified in the "insured contract" or in the **Declarations** for this policy, whichever is less. These Limits of Insurance are inclusive and are not in addition to the Limits of Insurance shown in the **Declarations**.
 4. Except when required by the "insured contract", the coverage provided to the additional insured by this endorsement does not apply to:
 - (a) "bodily injury" or "property damage" occurring after:
 - (1) all work on the project to be performed by you or on behalf of the additional insured has been completed;
 - (2) you cease to be a tenant in the premises which are the subject of the "insured contract";
 - (3) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
 - (b) "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION - 45 DAY COVERAGE PERIOD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured: BRANDON TANKERSLEY	Policy Number: TCP 0000542 01
Effective Date: 07/02/2015	Countersigned by

(Authorized Representative)

- A. WHO IS AN INSURED (Section II)** is amended to include the following provision: If the terms of an “insured contract” require that you name as an additional insured, persons or organizations which are not parties to the “insured contract”, such person or organization will be considered an additional insured on this policy. The “insured contract” must be executed prior to the “bodily injury”, “property damage”, “personal injury” or “advertising injury”.
- B.** The insurance provided to the additional insured is limited as follows :
1. Such person or organization is only an additional insured with respect to liability arising out of:
 - (a) the ownership, maintenance or use of that part of any premises or land rented or leased to you by the additional insured;
 - (b) “your work” performed for that additional insured;
 2. Notwithstanding **Paragraph 1.**, the coverage provided to the additional insured by this endorsement does not apply to “property damage” to personal property that is in the care, custody or control of any insured.
 3. The Limits of Insurance applicable to the additional insured are those specified in the “insured contract” or in the **Declarations** for this policy, whichever is less. These Limits of Insurance are inclusive and are not in addition to the Limits of Insurance shown in the **Declarations**.
 4. It is a condition of the coverage granted to the additional insured under this provision that the name and address of such person or organization, as well as a complete description of “your work”, has been provided to us prior to the commencement of “your work” for the additional insured.
 5. Except when required by the “insured contract”, the coverage provided to the additional insured by this endorsement does not apply to:
 - (a) “bodily injury” or “property damage” occurring after the earliest of the following:
 - (1) all work on the project to be performed by you or on behalf of the additional insured has been completed;
 - (2) that portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or
 - (3) 45 days after notification as described in **Paragraph 4.** above.
 - (b) “bodily injury” or “property damage” arising out of the sole negligence of the additional insured.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" 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" or "property damage" to which this insurance does not apply. 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 Section III – 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 or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"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 whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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";

(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:

(i) Any insured; or

(ii) 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".

(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.

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(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.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. 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.

However, this exclusion does not apply to liability for damages because of "bodily injury".

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.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" 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 Transactions 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.** through **n.** 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 limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "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 "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trade-mark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's

name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) 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
- (2) 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".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (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.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"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 Transactions 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.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
 provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us 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 Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph a. above;

(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding,

building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, 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.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- q. Recording And Distribution Of Material Or Information In Violation Of Law**
- "Bodily injury" or "property damage" 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.
- B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- p. Recording And Distribution Of Material Or Information In Violation Of Law**
- "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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	
	Amount and Basis of Deductible PER CLAIM or PER OCCURRENCE	
Bodily Injury Liability	\$	\$
OR		
Property Damage Liability	\$	\$ 1,000
OR		
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combined

as the result of any one "occurrence".
 If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
 With respect to "property damage", person includes an organization.

- 2. PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
- a.** Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combinedas the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence."
- C.** The terms of this insurance, including those with respect to:
- 1.** Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2.** Your duties in the event of an "occurrence", claim, or "suit"
- apply irrespective of the application of the deductible amount.
- D.** 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

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

As used in this exclusion, electronic data means information, facts or 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.

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph **2.**, **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At 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; or
- (b) At any premises, site or location on which any insured or any contractors or subcon-

tractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, 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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the Definitions Section:**
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

D. If aggregate insured losses attributable to terrorist acts certified under the federal 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – PROPERTY ENTRUSTED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Operations:

Security and Patrol Agencies
Warehouse – cold individual storage lockers
Warehouses – miniwarehouses

As respects the operations shown in the Schedule, this insurance does not apply to "property damage" to property of others:

1. Entrusted to you for safekeeping; or
2. On premises owned by or rented to you.



INLAND MARINE COVERAGE PART DECLARATIONS

Policy Number TCP 0000542 01
Renewal of TCP 0000542

Policy Period From 07/02/2015 To 07/02/2016
12:01 A.M. Standard Time at the Named Insured's Address

Transaction RENEWAL DECLARATION

Customer #: BRATNU0006

Pay Plan: 10 Pay Plan CPP Sprd CUSTOMER BILL

Named Insured and Mailing Address
BRANDON TANKERSLEY
SOUTHEAST MOVING SERVICE
318 FARMWAY DR., SE
CLEVELAND TN 37323-9420

Agent Name and Address
J. SMITH LANIER 1001060
1610 S. CHURCH ST.
MURFREESBORO TN 37130
Telephone: 615-898-1919

Business Description
MOVING AND STORAGE

Type of Business
INDIVIDUAL/MARRIED

Audit Period
NONE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS COVERAGE PART.

COVERAGE	DEDUCTIBLE AMOUNT		PREMIUM
Cargo	\$1,000	\$	2,437.00
Certif Acts of Terr Inlnd Mar	\$1,000	\$	54.00
Electronics	\$1,000	\$	42.00
Enhancement		\$	75.00
Equipment	\$1,000	\$	121.00

TOTAL PREMIUM FOR THIS COVERAGE PART \$ 2,729.00

Form(s) and Endorsement(s) made a part of this Coverage Part at the time of issue:

See Attached Forms Inventory Schedule

BASIC CARGO LIABILITY COVERAGE FORM

Name of Insured: BRANDON TANKERSLEY	Policy Number: TCP 0000542 01
Effective Date: 07/02/2015	Expiration Date: 07/02/2016

SCHEDULE

LIMITS OF INSURANCE:	
\$ <u>100,000.00</u> Any One Loss	\$ <u>200,000.00</u> Aggregate In Transit
DEDUCTIBLE: \$ \$1,000	

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

Throughout this Coverage Form the words “you” and “your” refer to the Named Insured shown in the **Common Policy 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 H. —Definitions**.

A. Coverage and Insuring Agreements

1. Except for punitive or exemplary damages, we will pay those sums that you become:
 - a. legally obligated by law or regulation to pay as damages and/or
 - b. contractually obligated by means of a “Shipping Document” to pay as damages

caused by or resulting from direct physical loss or destruction of, or damage to “Shipper’s Goods” that you have accepted for moving, shipping, repositioning, packing, crating, “storage-in-transit”, mobile “self-storage” or similar service, provided that the “date of loss” is within the policy period.

If as a result of the above described loss or damage to the “Shipper’s Goods” which is covered by this Coverage Form, you are also found liable for duties and taxes, we shall consider such duties and taxes covered as damages.

2. We have the right and duty to defend you against any “suit” against you seeking damages to which this insurance applies.

However, we will have no duty to defend you against any “suit” seeking damages to which

this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- a. The amount we will pay for damages is limited as described in **Section B. – Limits of Insurance**; and
- b. Our right and duty to defend you end when we have used up the applicable “limit of coverage” in the payment of judgments or settlements or by making a written offer to pay the applicable “limit of coverage” as shown on the “Shipping Document” up to a maximum of the **Any One Loss** limit shown in the **Schedule** above.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in **Section G.—Supplementary Payments**.

B. Limits of Insurance

1. The Cargo Limit of Insurance shown in the **Schedule** applies as follows:
 - a. The **Any One Loss** limit is the most we will pay for loss or damage to goods accepted under one “Shipping Document”.

- b. The **Aggregate in Transit** limit is the most we will pay for all claims arising in any one "occurrence", loss, disaster or casualty.
- c. The limit will be subject to any deductible amount or other limitation that may apply.

2. **Supplementary Payments** are in addition to the Limits of Insurance.

The existence of one or more additional insureds or newly acquired organizations does not increase the Limits of Insurance.

C. Deductible

We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds the Deductible shown in the **Schedule**. The Deductible shall then apply to any and all claims arising in any one "occurrence", except it shall not apply to payments made under Supplemental Payments.

If more than one Deductible is applicable for the coverages provided by the Coverage Form, we will only apply the largest amount that is applicable.

We have the right, but not the duty to pay any claim in full, including the amount of your deductible in order to settle a claim. If we elect to pay any part of your deductible, you agree to reimburse us for the full amount of such deductible. Upon receipt of notification, you will pay us promptly.

D. Exclusions

Even if you are deemed to be legally or contractually liable, this insurance does not apply to any loss, damage or expense, nor cover any liability or expense:

1. For loss or injury to:
 - a. Bills of exchange, bonds, bullion, jewelry, watches, furs, pearls, precious or semi-precious stones, "precious metals", currency, deeds, documents, evidence of debt, credit cards, money, stock certificates, securities, stamp collections, letters or packets of letters, tobacco or tobacco products, or plants; or
 - b. Any property that you transport gratuitously or as an accommodation.
2. For loss arising from loss or injury caused by any of the following:
 - 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.

- b. Nuclear Hazard
 - Nuclear reaction or radiation, or radioactive contamination however caused.
- c. War or 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. An act, omission, or direction of "Shipper", including damage or breakage resulting from improper packing by "Shipper";
- e. Strikes, labor disputes or labor riots;
- f. Loss of use, consequential damage, loss of market, or late pickup or delivery unless specifically covered under **Supplementary Payments**.
- g. Spoilage, deterioration, corrosion, shrink-age, evaporation, insects or animals, environmental contamination, mold contamination, smoke or ash contamination that results from an external cause, changes in temperature or humidity, loss of weight, or change in color or flavor of perishable articles;
- h. Fines, assessments, damages, attorney's fees, court costs or any other penalties which you shall be required to pay as a result of your violation of any law or regulation relating to any delay in payment, denial, or settlement of any claim for loss.
- i. Punitive or exemplary damages unless coverage for such damages is required by law.
- j. Actual or alleged dishonest or criminal acts or the alteration, modification or forgery of any "Shipping Document" by you,

any of your partners, employees, directors, trustees, authorized representatives, agents (including operators under contract to you), or anyone to whom you entrust the "Shipper's" property for any purpose:

(1) Acting alone or in collusion with others; or

(2) Whether or not occurring during the hours of employment.

k. Parting or surrendering of title or possession of any "Shipper's Goods" by you, your employees or agents without written instruction from the "Shipper" or "Shipper's" authorized representative.

This exclusion includes, but is not limited to, property that is the subject of a carrier's lien process.

l. Mechanical or electrical derangement or malfunction of any device unless there is obvious external damage to the device or its container.

3. For any damages to shipments while temporarily not contained in a motor vehicle or trailer, but held inside any unspecified or specified location as Storage-in-Transit arising from loss or injury caused by any of the following:

a. Earth Movement

(1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising, or shifting. Any resultant loss or damage by fire, explosion or sprinkler leakage is not excluded.

(2) Volcanic eruption, explosion or effusion. Any resultant loss or damage by fire or building glass breakage is not excluded.

b. Water

(1) Flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, mudslide or mudflow all whether driven by wind or not;

(2) Water that backs up from a sewer or drain;

(3) Water under the ground surface pressing on, flowing, or seeping through foundations, walls, floors or paved

surfaces; basements, whether paved or not; doors, windows or other openings.

However, any resultant loss or damage by fire, explosion or sprinkler leakage is not excluded. This exclusion does not apply to any "shipments" in the normal course of transit.

4. Charge-Backs

If you are an agent of an interstate van line company and have entered into a "Primary Van Line Contract" with that company, we will not reimburse you, the "Shipper" or the van line company for loss, damage or injury that result from an occurrence or occurrences that arise out of your operations conducted under the operating authority of the van line company.

E. Loss Conditions

The following apply in addition to the Loss Conditions and General Conditions contained in the **Commercial Inland Marine Conditions** attached to this Policy.

1. Duties in the Event of Accident, Claim or "Suit"

a. You must promptly notify us of any claim made against you because of loss or damage if the amount claimed exceeds your deductible. You must do this regardless of whether you think that you are liable for the damages, or that the damages claimed are inflated. You must also see to it that we are notified promptly of any accident that may result in a claim in excess of your deductible. Notice should include:

(1) A copy of the applicable "Shipping Document";

(2) How, when and where the accident took place;

(3) The names and addresses of any witnesses; and

(4) A description of the property involved.

b. If a claim or "suit" is brought against you, you must see to it that we receive immediate written notice of the claim or "suit";

c. You must:

(1) send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" no later than two business

days after your receipt of these documents;

- (2) Provide to us or authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us upon our request, in the enforcement of any right against any person or organization that may be liable to you because of damage to which this insurance may also apply.

- d. You must take all reasonable steps to protect the "Shipper's" property from further damage. If feasible, set the damaged property aside and in the best possible order for examination. Also keep a record of your expenses for consideration in the settlement of the claim.
- e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than as authorized in Paragraph d. without our consent. However, this Condition does not apply to losses that meet the Small Claim Adjustment Authorization if such coverage is attached to this Policy.

2. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from you; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with by you.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form 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.

3. Other Insurance

You, the "Shipper", or another motor carrier having jurisdiction over a "Shipment" may have other insurance covering the same loss as the

insurance under this Coverage Form. If this is the case, this coverage becomes excess.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts applicable under any such other insurance.

4. Transfer of Rights of Recovery Against Others to Us

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

5. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage and we will not pay more than the highest applicable limit of insurance available under any one coverage.

6. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

7. Waiver and Estoppel

The acceptance, review, investigation, negotiation, expense or indemnity payment, or settlement of any specific claim will not constitute a waiver of any coverage provision, limitation, or condition of this Coverage Form.

F. Additional Conditions

The following conditions apply in addition to the **Common Policy Conditions**:

1. Bankruptcy

Bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this Coverage Form.

2. Policy Period, Coverage Territory

Under this Coverage Form:

- a. The policy period is the period shown in the **Common Policy Declarations**.
- b. The coverage territory is the United States of America (including its territories and possessions), Puerto Rico, and Canada.

3. Statutory Requirement

You will reimburse us for a loss that we have elected to pay because of a federal or state law or regulation that we would not otherwise have been required to pay under the terms of this policy. This includes expenses that we incur as a result of the loss. This condition does not apply to Exclusion **D.2.i.** of this Form.

G. Supplementary Payments

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur even if claim settlement results in no payments.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - d. All costs taxed against the insured in the "suit".
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. Our right to seek reimbursement.

If we incur expenses and costs as outlined in Paragraph **1.** above, and it is ultimately determined that there is no coverage provided by this Coverage Form for such loss, damage in a "suit" alleging loss or damage, then we may seek reimbursement from you for such expenses.

3. Consequential Loss:

- a. We will pay penalties mandated in the governing tariff or regulations for late pickup or delivery of shipments. The maximum penalties shall not exceed \$500 for any one "Shipper" or \$1,000 for any one incident regardless of the amount set by tariff or regulations.
- b. We will pay those expenses assumed through a written contract for loss of use of "shipper's goods" resulting from loss or damage to such property that is covered under this form.

The most we will pay to any one "shipper" for such consequential loss is \$2,500.

H. Definitions

1. For the purpose of this coverage, "Shipper's Goods" are defined in the Industry Operation Definitions Endorsement 094015 that is attached to this policy.
2. "Shipper" refers to the party who contracts for the moving service. Only the person, persons, or organization whose name appears on the "Shipping Document" will be considered the "Shipper". A "Shipper" may designate in writing a third party to act on his behalf.
3. "Shipping Document" includes a bill of lading, shipping receipt, freight bill, contract for services issued by you, or a master moving agreement, or interline agreement. A "shipping document" must clearly specify your contractual liability for loss and/or damage.
4. For any loss or damage under this coverage form, "storage-in-transit" means a shipment in transit under your "Shipping Document" that is temporarily at rest anywhere within the Coverage Territory. The length of time that such a shipment may be temporarily at rest is governed by statute or tariff, but in no case can this period of time exceed 180 days.

5. "Occurrence" means:
 - a. An accident or loss, including continuous or repeated exposure to substantially the same general harmful conditions, that takes place during the policy period;
 - b. All such damages arising out of substantially the same general conditions which occur during the policy period will be considered one "occurrence".
 - c. Any loss or damage resulting from your ongoing operations performed under a single "Shipping Document" for any single project will be considered one "occurrence".
6. "Suit" means a civil proceeding in which loss or damage to property in your care, custody, or control and to which this insurance applies are alleged. "Suit" also includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
7. "Precious Metals" include, but are not limited to, any pure form of gold, silver, copper, platinum, and titanium, but do not include items made of "precious metals" that can be described as eyeglasses, goldware or silverware.
8. "Primary Van Line Contract" means the document executed by you and an interstate van line company appointing you as a full-service agent of the van line company. "Primary Van Line Contract" does not include a sub-haul or interline agreement and cannot be considered to be a "shipping document".
9. "Self-Storage" means property accepted for transportation, storage or "storage-in-transit" that has been packed by the owner of the property and remains in a locked or otherwise secured container, room, or enclosure to which you have no access.
10. "Limit of Coverage" means the value agreement between you and the "shipper" and designated on the "shipping document". In no case can the "limit of coverage" exceed the **Any One Loss** limit shown in the **Schedule**.
11. "Date of Loss" means the actual date on which the loss or damage has occurred. If such date is unknown, the date of final delivery to the "shipper" will be deemed to be the "date of loss".

BASIC EQUIPMENT & ELECTRONICS COVERAGE FORM

Name of Insured: BRANDON TANKERSLEY	Policy Number: TCP 0000542 01
Effective Date: 07/02/2015	Expiration Date: 07/02/2016

SCHEDULE

LIMITS OF INSURANCE:			
COVERED PROPERTY		DEDUCTIBLE: \$	\$1,000
Equipment & Tools	\$ 10,000.00	Coinsurance:	100.00%
Basis of Valuation	<input type="checkbox"/> Actual Cash Value <input checked="" type="checkbox"/> Replacement Cost		
Computers & Electronic Equipment	\$ 2,500.00	Coinsurance:	100.00%
Basis of Valuation	<input type="checkbox"/> Actual Cash Value <input checked="" type="checkbox"/> Replacement Cost		

LOSS PAYEE(S)

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

Throughout this Coverage Form, 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 and Insuring Agreement

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

1. Covered Property

Covered Property means the following, wherever such property is located:

a. Equipment & Tools:

Furniture pads, refrigerator covers, piano covers, dollies, hand trucks, forklifts and similar lifting equipment, permanent or portable pallets, permanent or portable storage containers, warehouse storage racks either free standing or attached, packing materials of all kinds, "tools" owned or leased by the Insured, his employees or contractors, and other similar property used in the transportation, relocation, or storage industries.

b. Computers & Electronic Equipment:

Electronic data processing and word processing equipment including their component parts and/or peripherals; "data" and "media"; "software", Bar-Code Scanners, two way radios, portable cellular telephones, satellite tracking receivers, GPS equipment, and other similar portable electronic equipment used in the transportation, relocation, or storage industries.

2. Property Not Covered

Covered Property does not include:

- a. Personal property of others in your care, custody or control for which you assume liability under a Shipping or Storage Document.

- b. Accounts, bills, evidences of debts, valuable papers, records, abstracts, deeds, manuscripts or other documents, unless they are converted to data processing media form, and then only in that form;
- c. Any "data", "media", or "software" which cannot be replaced with substantially identical property;
- d. Automobiles, trucks, trailers or other vehicles licensed or designed for highway use, aircraft or watercraft;
- e. Property leased, rented or loaned to others, other than anyone under contract to you;
- f. Temporary buildings, supplies, materials to be used in construction, records, documents, plans or specifications;
- g. Tires or tubes, unless the loss or damage is caused by fire, windstorm or theft, or is coincidental with other loss or damage covered by this form; or
- h. Contraband or property in the course of illegal transportation or trade.

3. Covered Causes of Loss

Covered Causes of Loss means direct physical "loss" or damage to Covered Property except those causes of "loss" listed in Section D. – **Exclusions.**

4. Coverage Extensions

- a. **Newly Acquired or Rented Property:** If during the policy period you acquire, lease or rent additional equipment of a type already covered by this form, we will cover such equipment for up to 60 days or until the end of the policy period, whichever occurs first. You will report such equipment to us within 60 days from the date acquired and will pay any additional premium due.

If you do not report such equipment, coverage will automatically cease 60 days after the date the equipment is acquired. The most we will pay in a "loss" to such equipment is the applicable limit shown in **Section B. Limits of Insurance.**

- b. **Extra Expense:** We will pay necessary extra expenses you incur to continue normal operations, which are interrupted due to "loss" to covered property, caused by or resulting from a Covered Cause of Loss. However, we will pay for these expenses only for the reasonable period of

time it takes you to restore or replace the damaged property. We will pay up to the amount shown in **Section B. Limits of Insurance.**

- c. **Breakdown:** Up to the amount shown in **Section B. Limits of Insurance**, we will pay necessary costs you incur to restore or replace covered equipment that has malfunctioned or been destroyed as a result of:

- (1) Mechanical breakdown of covered equipment, unless caused by a change in electrical power or any utility service, such as failure, fluctuation or interruption, if the change originates more than 1,000 feet from the building containing the equipment;
- (2) Corrosion, rust, dampness, dryness, cold or heat resulting directly from damage to the air conditioning or heating system that services your data processing equipment. The damage to such air condition or heating systems must be caused by a Covered Cause of Loss.

- d. **Debris Removal:** Up to the amount shown in **Section B. Limits of Insurance**, we will pay your expenses for debris removal subject to the following:

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:
 - (a) The date of direct physical "loss" or damage; or
 - (b) The end of the policy period.
- (2) We will pay up to the limit specified for debris removal in any one occurrence when the sum of the direct "loss" and debris removal expense exceeds the Limit of Insurance shown in **Section B. Limits of Insurance.**
- (3) The Coverage Extension for debris removal does not apply to costs to:
 - (a) Extract "pollutants" from the land or water; or

(b) Remove, restore or replace polluted land or water.

e. **Pollutant Clean Up and Removal:** We will pay your expenses for pollutant clean up and removal subject to the following:

(1) We will pay your expenses to extract "pollutants" from land or water if the release, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

(a) The date of direct physical "loss" or damage; or

(b) The end of the policy period.

(2) The most we will pay under this Coverage Extension is \$2,500 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

B. Limits of Insurance

The most we will pay for "loss" is:

1. The Limit of Insurance shown in the **Schedule** for Covered Property;
2. The Limit of Insurance for Coverage Extensions as described below:
 - a. Newly Acquired or Rented Property – no more than 25% of the Covered Property limit in any one loss.
 - b. Extra Expense – no more than 25% of the Covered Property limit in any one loss.
 - c. Breakdown Coverage – no more than 15% of the Covered Property limit in any one loss.
 - d. Debris Removal – no more than 15% of the Covered Property limit in any one loss.
 - e. Pollutant Clean Up and Removal – no more than \$2,500 in any one policy period.

C. Deductible

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" exceeds the deductible shown in the Schedule. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

D. Exclusions

1. We will not pay for a "loss" caused directly by any of the following. But if an excluded cause of loss that is listed below results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. **Governmental Action:** Seizure or destruction of property by order of governmental authority. But we will pay for damage or destruction of Covered Property ordered by governmental authority:

(1) Taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form; or

(2) That is a direct result of a Covered Cause of Loss.

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 indirect or consequential loss.

b. Dishonest acts by you, anyone else with an interest in the property, your or their employees or authorized representatives, or anyone else entrusted with the property, whether acting alone or in collusion with other persons; whether or not occurring during hours of employment.

c. Unexplained disappearance.

d. Shortage found upon taking inventory.

- e. A computer virus, malicious code or similar instruction introduced into or enacted on a computer system, "data", or "media" or on a network to which the system is connected, designed to damage or destroy any part of the system or disrupt its normal operations.
3. We will not pay for a "loss" caused or resulting from any of the following. But if an excluded cause of loss that is listed in **3.a.** or **3.b.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Wear and tear, gradual deterioration, corrosion, rust, dampness of atmosphere, freezing or extremes of temperature.
 - b. Any quality in the property that causes it to damage or destroy itself, or any hidden or latent defect.
 4. We will not pay for loss caused by or arising from any of the following:
 - a. **Earth Movement**
 - (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising, or shifting. Any resultant loss or damage by fire, explosion or sprinkler leakage is not excluded.
 - (2) Volcanic eruption, explosion or effusion. Any resultant loss or damage by fire or building glass breakage is not excluded.
 - b. **Water**
 - (1) Flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (2) Mudslide or mudflow;
 - (3) Water that backs up from a sewer or drain;
 - (4) Water under the ground surface pressing on, flowing, or seeping through foundations, walls, floors or paved surfaces; basements, whether paved or not; doors, windows or other openings.

However, any resultant loss or damage by fire, explosion or sprinkler leakage is not excluded.

E. Additional Conditions

The following conditions apply in addition to the **Commercial Inland Marine Conditions CM 00 01** and the **Common Policy Conditions IL 00 17**:

1. Coverage Territory

We cover property wherever located within the United States of America (including its territories and possessions), Puerto Rico, and Canada.

2. Valuation

The Valuation condition contained in the **Commercial Inland Marine Conditions CM 00 01** is replaced by the following:

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

- a. **Actual Cash Value.** Unless Replacement Cost is indicated in the **Schedule**, the value of the property shall be the least of the following amounts:

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

- b. **Replacement Cost.** When **Replacement Cost** is indicated in the **Schedule**, the value of the property shall be the amount actually required to replace the property.

Replacement cost means the value of a new item of like kind and quality in place of the item that has been lost or damaged. The Replacement Cost provision does not apply unless the item is actually repaired or replaced, and does not apply to items that because of their unique or specialized nature cannot be replaced.

If the property is not repaired or replaced, the value of the property will be the Actual Cash Value.

- c. **Proof of Loss.** It is a requirement under this policy for you to provide us with proof of ownership and, where available, your acquisition cost of such property.

3. Impairment of Recovery Rights

If by any act or agreement after a "loss" you impair our right to recover from others liable for the "loss", we will not pay you for that "loss".

4. Coinsurance

If a Coinsurance percentage is shown in the **Schedule**, the following condition applies.

We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the **Schedule** is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- a. Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- b. Divide the Limit of Insurance of the property by the figure determined in Step a.;
- c. Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step b; and
- d. Subtract the deductible from the figure determined in Step c.

We will pay the amount determined in Step d. or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

5. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage and we will not pay more than the highest applicable limit of insurance available under any one coverage.

If loss or damage to Covered Property occurs at a location specifically identified in this policy

and coverage for business personal property is provided at such location, this coverage is excess of such other coverage.

F. Definitions

1. "Tools" include automobile mechanic's hand and power tools, carpenter's hand and power tools, and such other types of hand and power tools used for vehicle repair or assembly and disassembly of household or office furniture, fixtures and equipment, all being your property or property of your employees or contractors; but only while:
 - (1) on premises owned, leased or used by you;
 - (2) contained in a motor vehicle owned or leased by you; or
 - (3) at any of your job sites.
2. "Loss" means accidental loss or damage.
3. "Data" means concepts, facts, figures, or instructions available for communication, interpretation, analysis, or processing by automatic means.
4. "Media" means the material on which the "data" is recorded, including magnetic or paper tapes, disks, and cards.
5. "Software" means a computer program or any combination of "data" or "media" used to direct the computer equipment. "Software" can include a set of instructions, lines of code or a product licensed and distributed by others, or such instructions or lines of code developed by you, your employees, or individuals under contract to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARGO AND WAREHOUSE COVERAGE ENHANCEMENTS, LIMITATIONS AND CLARIFICATIONS

This endorsement modifies insurance provided under the following:

BASIC CARGO LIABILITY COVERAGE FORM
BASIC WAREHOUSE LIABILITY COVERAGE FORM

Effective Date: 07/02/2015	Policy Number: TCP 0000542 01
Name of Insured: BRANDON TANKERSLEY	Expiration Date: 07/02/2016

SCHEDULE

PREMIUM CHARGE FOR ENHANCEMENT COVERAGES:	\$ \$75
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COVERAGE DESCRIPTION	Deductible*	LIMIT OF INSURANCE
Section A: The following Coverage Enhancements, Limitations or Clarifications apply to both the Basic Cargo Liability Coverage Form 083006 and the Basic Warehouse Liability Coverage Form 083007 :		
1. Loss Prevention and Property Protection Expenses	Yes	\$100,000
2. Employee Dishonesty for Property of Others	Yes	\$7,500
3. Military Transit and Storage Gap Coverage	Yes	<input type="checkbox"/> Standard <input type="checkbox"/> Optional
4. No Stacking of Third Party Deductibles	N/A	Included
5. Small Claim Adjustment Authorization	N/A	Included
6. Data Breach Expense Coverage	Yes	\$5,000
7. Carriers and Warehousemen's Lien Coverage	Yes	\$50,000
8. Limited Coverage for Valuable Items	Yes	\$5,000
9. Care, Custody or Control Limitation	Yes	\$0.60 per pound per article
10. Coverage Limitation for Office and Industrial Property Operations	Yes	Included
11. Coverage Applicable to Records Storage Operations	Yes	Included
12. Coverage Limitation for Self Storage Operations	Yes	Included

COVERAGE DESCRIPTION (Continued)	Deductible*	LIMIT OF INSURANCE
Section B: The following Coverage Enhancements, Limitations or Clarifications apply to only the Basic Cargo Liability Coverage Form 083006 :		
1. Uncollectible Freight Charges	Yes	\$5,000
2. Coverage for Shipments by Waterways	Yes	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included
3. Revised Cargo Limit Definition for Office & Industrial Property Operations	N/A	Included
Section C: The following Coverage Enhancements, Limitations or Clarifications apply to only the Basic Warehouse Liability Coverage Form 083007 :		
1. Uncollectible or Accrued Storage Charges	Yes	\$20,000
2. Limited Coverage for "Customer's Goods" Outside of the Designated Warehouse Building	Yes	\$7,500
3. Limited Coverage for Failure of Climate Control Systems	Yes	\$5,000
4. Backup Data, Media and/or Equipment of Others	N/A	\$10,000
5. Legal Termination of Medical Records	N/A	\$5,000
6. Extraordinary Cost of Paper Record Reconstruction	Yes	\$5,000 any one customer \$25,000 any one loss

Deductible (*) Indicates whether the Cargo or Warehouse deductible is applicable to this coverage.

The items listed in the **Schedule** are provided as additions, clarifications or limitations to your insurance program. However, for these specific coverage enhancements, "Claims Expense" we incur will be included within the Limits of Insurance shown in the **Schedule**.

For the purpose of this endorsement, "Claims Expense" includes investigation, adjustment and defense legal expenses, interest on judgments and fees, court costs and premiums on bonds but excludes all expense for our salaried employees, counsel on retainer, and all our office expenses.

We have the right and duty to defend the insured against any "suit" against you seeking damages to which this insurance applies. However, we will have no duty to defend you against any "suit" seeking damages to which this insurance does not apply. We

may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

However, our right and duty to defend you end when any of the following occur:

1. We have used up the applicable Limit of Insurance as stated in this endorsement in the payment of "claims expenses", judgments or settlements, or
2. By tendering payment of the applicable Limit of Insurance as stated in this endorsement to you as full or partial satisfaction of your liability for loss or damage.

You may retain your own attorney to defend you against any "suit" seeking damages to which this insurance applies, or we may, with your written authorization, select defense counsel on your behalf.

Section A: If the **Basic Cargo Liability Coverage Form 083006** and/or the **Basic Warehouse Liability Coverage Form 083007** is/are attached to this policy, then each is amended by the following:

1. LOSS PREVENTION AND PROPERTY PROTECTION EXPENSES

Up to the Limit of Insurance Shown in the **Schedule**, we will reimburse you for expenses you incur in saving or protecting "Customer's" or "Shipper's" goods from potential loss or damage or saving or protecting "Customer's" or

"Shipper's" goods from further loss or damage for any one loss or event.

Expenses mean the reasonable cost of labor and materials necessitated in unpacking, repacking, re-crating, relocating, separating damaged from undamaged property, re-inventorying and other services required for saving or protecting the property.

Expenses include watchmen to protect the property and fencing to enclose the property for a period not to exceed thirty days from the date of actual or potential loss or damage.

You can incur such expenses up to an amount not to exceed \$10,000 to immediately mitigate further loss or damage. However, we must approve any expenses greater than \$10,000. In order to receive such approval, you must provide us with verifiable documentation of such expenses and the reasons for such expenses.

We will not reimburse you for continuing costs or expenses that you would have been obligated to pay in the absence of the actual or potential loss or damage.

This coverage does not apply if the expenses so described are included as **Supplementary Payments** under any other Coverage Form attached to this policy.

2. EMPLOYEE DISHONESTY FOR PROPERTY OF OTHERS

- a. The Limit of Insurance shown in the **Schedule** is the most we will pay in any one "occurrence" for any one "shipper" or "customer" for loss or damage to property caused by or resulting from dishonest or alleged criminal acts of your employees.

The Insurance provided by this coverage is part of, not in addition to, the Limit of Insurance in the **Basic Cargo Liability Coverage Form 083006** or the **Basic Warehouse Liability Coverage Form 083007** as shown on those Coverage Forms.

- b. In **Section D. Exclusions**, exclusion 2.j. is amended as follows:

This exclusion does not apply to the dishonest or alleged criminal acts of employees only if you and any of your partners, officers or directors have no knowledge of any dishonest act committed by that employee after becoming employed by you.

- c. In **Section E. Loss Conditions**, the following condition is added:

Cancellation as To Any Employee

The insurance provided by this endorsement is canceled as to any employee immediately upon discovery by you or any of your partners, officers or directors of any dishonest act committed by that employee after becoming employed by you.

3. MILITARY TRANSIT AND STORAGE GAP COVERAGE

This coverage changes the terms and conditions of the **Basic Warehouse Liability Coverage Form 083007** and/or the **Basic Cargo Liability Coverage Form 083006** to comply with the **Department of Defense (DOD)** rules and regulations governing the transportation and/or storage of Military Household Goods and/or Unaccompanied Baggage as described and defined in **Surface Deployment and Distribution Command (SDDC) Guidelines for Full Replacement Value (FRV)**. Throughout this coverage these Guidelines are referred to as "**SDDC FRV Guidelines**".

These changes in coverage only apply to shipments or storage lots on which you are the Transportation Service Provider (TSP) or the Non-Temp Storage Contractor.

Standard Coverage -- Reimbursement of Claim Settlement

For this coverage to apply, you must employ or contract with a competent claims settlement person or company. If claims are settled in accordance with the **SDDC FRV Guidelines**, we will reimburse you for the amount of any such settlement that exceeds your policy deductible.

There are several limitations:

- a. If the estimated amount of any claim settlement exceeds \$5,000, you must immediately notify us. After such notification, we may ask to review settlement documents before you make payment to the **Owner**.
- b. You must immediately report to us your receipt of any claim that falls under the provision for **Catastrophic Loss Payments of the SDDC FRV Guidelines**.
- c. You must report to us any claim that is subject to the provision for **Dispute Resolution** of the **SDDC FRV Guidelines**.
- d. You must report to us any claim that might be shared with another **TSP**. The insurance coverage of any other **TSP** may not provide the same coverage as your policy.
- e. We will not reimburse you for any increase in claim liability that results from your failure to settle the claim in a timely manner, results from the referral of any claim to an **MCO** by the **Owner**, or results from your failure to follow the **SDDC FRV Guidelines**. We will, however, reimburse you the amount of the normal claim liability.

Optional Coverage: Immediate Response Claim Settlement

If this option is selected, you as the **TSP** must report any and all claims to us no later than two (2) business days after your receipt of notice of such claim. We will then settle the claim directly with the **Owner**. There are four exceptions:

- a. If the claim can be settled under the **SDDC FRV Guidelines** provision for **Quick Claim Settlement**, we will reimburse you for any part of such settlement that exceeds the applicable deductible of your policy.
- b. If the claim falls under the provision for **Claims for \$25 or Less** in the **SDDC FRV Guidelines**, you must pay any and all such claims directly.
- c. If the claim involves essential items as described in the provision for **Essential Items** of the **SDDC FRV Guidelines**, you must immediately comply with the requirements of that provision. We will reimburse you for any such expenditure or credit the amount of your payments against any applicable deductible.
- d. If the claim involves a catastrophic loss as described in the provision for **Catastrophic Loss Payments** of the **SDDC FRV Guidelines**, you must immediately comply with the requirements of that provision. We will reimburse you for any such expenditure or credit the amount of your payments against any applicable deductible.

Deductible Provisions for Military Shipments or Storage:

If you elect the **Optional Coverage**, we will invoice you the amount of such deductible. If you elect the **Standard Coverage**, any reimbursement will be net of your deductible.

The following acronyms and terms are commonly applied to Military Household Goods or are used in this coverage and/or the **SDDC FRV Guidelines**. Some of these terms are also defined in the **SDDC FRV Guidelines**.

Surface Deployment and Distribution Command (SDDC) Guidelines for Full Replacement Value (FRV) or SDDC FRV Guidelines refer to the guidelines posted on the **SDDC** website for **TSP** payment of full replacement value for loss of, or damage to, baggage or household goods transported under contract with the **DOD** that implement Chapter 157, Title 10 U.S. Code Section 2636a, also known as The Full Replacement Value Act of 2003.

Transportation Service Provider (TSP) means any party, person, agent or transportation carrier that provides freight or passenger transportation and related services to a governmental agency.

Military Claims Office (MCO) means a government office designated by a military service to take in, process or adjudicate claims.

SDDC refers to the Military Surface Deployment and Distribution Command which is the Traffic Manager for the Department of Defense (**DOD**) Personal Property Program.

RSMO refers to the Regional Storage Management Office that oversees the Non-Temporary Storage (**NTS**) program.

iHHG refers to the International Household Goods program. **UB** refers to the Unaccompanied Baggage Program.

Owner means the person whose property is being shipped and/or whose name the property is stored under. Owner shall mean the person who is entitled to a shipment at **DOD** expense, even if that person does not have formal legal title to all of the goods that are stored or shipped, and shall include the owner's agent/consignee, or, in the case of a deceased owner, the survivors or estate of the owner.

International Shipments are only those that occur within the coverage territory as specified in Paragraph **F.2.b.** of the **Basic Cargo Liability Coverage Form 083006**. This coverage territory includes the United State of America (including its territories and possessions), Puerto Rico, and Canada.

Domestic Shipments are only those that occur within the 48 contiguous Continental United States or **CONUS**.

The Insurance provided by this coverage is part of, not in addition to, the Limit of Insurance in the **Basic Cargo Liability Coverage Form 083006** or the **Basic Warehouse Liability Coverage Form 083007** as shown on those Coverage Forms.

4. NO STACKING OF THIRD PARTY DEDUCTIBLES

If a deductible is shown on a "Shipping Document," or "Storage Document" issued to "Shippers" or "Customers", we will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds such deductible.

However, any such deductible will be considered to be included in and not in addition to the coverage deductible, and if the deductible shown on the "Shipping Document" or "Storage Document" is less than the coverage deductible, you agree to promptly reimburse us for the amount of the coverage deductible we pay in order to settle a claim or "suit".

Example:

Shipper's Deductible	\$	250.00
Coverage Deductible	\$	1,000.00
Amount of Loss	\$	4,250.00
Payable To Shipper	\$	4,000.00
Deductible Reimbursement Due from Insured.	\$	750.00

5. SMALL CLAIM ADJUSTMENT AUTHORIZATION

You may adjust and settle any covered loss under the **Basic Cargo Liability Coverage Form 083006** or the **Basic Warehouse Liability Coverage Form 083007** which does not exceed an amount equal to your applicable deductible plus \$250. Any such adjustment you make must be in full conformity with the terms and conditions of these coverage forms. You must report any such adjustment to us within ten (10) days of payment. We will reimburse you for all claims that qualify as soon as practicable after our receipt of satisfactory proof of loss.

This provision does not apply if the Deductible shown on the **Basic Cargo Liability Coverage Form 083006** or the **Basic Warehouse Liability Coverage Form 083007** is higher than \$5,000.

6. DATA BREACH EXPENSE COVERAGE

We will pay the reasonable and necessary expenses you incur for the following Covered Expenses up to the Limits of Insurance shown in the **Schedule**.

a. Notification to Potentially Identified Persons – expenses to provide notification of the "data breach" to "potentially Identified persons":

- (1) As required by a federal or state statute, regulation or directive, or
- (2) As reasonably necessary to your business.

Covered expenses include but are not limited to the printing, postage and handling of notification letters to "potentially identified persons".

b. Forensic Analysis – expenses to assess:

- (1) The severity of the "data breach";
- (2) The nature and extent of the "data breach";

Forensic Analysis expenses do not include the cost of restoration.

c. Proactive Monitoring Services Expense Coverage – expenses for "proactive Monitoring services" provided to "potentially identified persons" through our Designated Service Provider.

d. Legal Services – the expenses incurred within the first six months following the discovery of a "data breach" for outside professional legal counsel review of the "data breach" and recommendations as to how you should best respond.

e. Public Relations – expenses incurred within the first six months following the discovery of a "data breach" for an outside public relations firm for restoring the confidence of your customers in the security of your company and its systems.

f. The cost of the services provided for this coverage must be approved by us in advance.

g. Exclusions – we will not cover the following expenses regardless of cause:

- (1) Costs to research or correct deficiencies in your systems, procedures or physical security that may have contributed to a "data breach".
- (2) Any costs arising out of criminal investigations or proceedings.
- (3) Any fines, penalties, fees or assessments.
- (4) Any costs, settlements, judgments, or liability of any kind arising in the course of, or as a result of a claim for damages, lawsuit, administrative proceedings or governmental investigation against or involving you.

Definitions pertaining to this coverage:

"Data Breach" means the loss, theft, accidental release or accidental publication of private personal data entrusted to you. Discovery of such "data breach" must be within the policy period.

"Potentially identified person" means an individual who is your current, former or prospective customer or client whose private personal data is lost, stolen, accidental released or published.

“Proactive monitoring services” means a credit report, credit monitoring, and/or fraud monitoring service or services that you offer to provide to the “potentially identified persons”.

7. CARRIERS AND WAREHOUSEMEN’S LIEN COVERAGE

Up to the Limit of Insurance shown in the **Schedule**, we will reimburse you or pay those costs that you incur in the defense or settlement of any claim that results from your unintentional failure to comply with the lawful procedures in the auction or sale of “shipper’s” or “customer’s” property. Such sale or auction must have taken place during the term of this policy.

The Insurance provided by this coverage is part of, not in addition to, the Limit of Insurance in the **Basic Cargo Liability Coverage Form 083006** or the **Basic Warehouse Liability Coverage Form 083007** as shown on those Coverage Forms.

8. LIMITED COVERAGE FOR VALUABLE ITEMS

Up to the Limit of Insurance shown in the **Schedule**, we will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, for loss or damage to jewelry, furs, pearls, precious or semi-precious stones that are “Shipper’s” or “Customer’s” goods.

You must be liable for such loss or damage as clearly described in the “Shipping Document” or “Storage Document” issued to the “Shipper” or “Customer”, and such loss or damage must be result from an event that would otherwise be covered under the **Basic Cargo Liability Coverage Form 083006** or the **Basic Warehouse Liability Coverage Form 083007**.

The Insurance provided by this coverage is part of, not in addition to, the Limit of Insurance in the **Basic Cargo Liability Coverage Form 083006** or the **Basic Warehouse Liability Coverage Form 083007** as shown on those Coverage Forms.

9. CARE, CUSTODY OR CONTROL LIMITATION

In the event that you are found to be liable for loss or damage to the property of others while in your care, custody or control

- a. For which you have issued a “Shipping Document” or a “Storage Document” but such document does not specify the limit of coverage or terms and conditions of your legal liability for such property, or

- b. For which you or your designated sub-contractor have failed to issue the proper “Shipping Document” or “Storage Document”,

Then the most we will pay for any such loss or damage is the Limit of Insurance shown in the **Schedule** times the weight of the damaged items and/or the estimated weight of lost items.

Such loss or damage must occur during the term of this policy and must be the result of a cause of loss not excluded in the **BASIC CARGO LIABILITY COVERAGE FORM** or the **BASIC WAREHOUSE LIABILITY COVERAGE FORM**.

10. COVERAGE LIMITATION FOR OFFICE AND INDUSTRIAL PROPERTY OPERATIONS

The following exclusion is added:

- m. Undocumented or unexplained inventory shortage;

11. COVERAGE APPLICABLE TO RECORDS STORAGE OPERATIONS

In **Section D. Exclusions**, Paragraph 1. is deleted and replaced by the following exclusion:

1. For loss or injury to:
 - a. Bullion, jewelry, watches, furs, pearls, precious or semi-precious stones, “precious metals”, currency, credit cards, money, stock certificates, securities, stamp collections, tobacco or tobacco products, or plants; or
 - b. Any property that you store gratuitously or as an accommodation.

12. COVERAGE LIMITATION FOR SELF STORAGE OPERATIONS

At the end of **Section A. Coverage and Insuring Agreements**, the following Paragraph is added:

If you are found to be legally liable for the goods you accept as “self-storage” or mobile “self-storage” from “shippers” or “customers”, the most we will pay because of your liability for accidental and direct physical loss of or damage to “shipper’s” or “customer’s” property while such property is in your physical custody is the lesser of the following:

- a. \$0.60 per pound per article; or
- b. the “Limit of Coverage” shown on the documents, but only in case of total loss or damage to the entire and complete property of any one “self-storage” or mobile “self-storage” “shipper” or “customer”.

We will not pay the "Limit of Coverage" in case of a partial loss or damage, but only a maximum of \$0.60 per pound per

article if you are deemed to be liable for such loss or damage.

Section B: If the **Basic Cargo Liability Coverage Form 083006** is attached to this policy, then it is amended by the following:

1. UNCOLLECTIBLE FREIGHT CHARGES

Up to the Limit of Insurance shown in the **Schedule**, we will pay any loss of freight charges you sustain resulting from your inability to deliver a shipment because the "Shipper's" goods have been lost or destroyed during shipment.

This coverage does not apply unless a minimum of 75% of the "Shipper's" goods have been lost, damaged or destroyed during shipment.

This extension does not apply if such loss or damage is excluded in the **Basic Cargo Liability Coverage Form 083006**.

2. COVERAGE FOR SHIPMENTS BY WATERWAYS

The following paragraph is added to the **Basic Cargo Liability Coverage Form 083006** at the end of **Section F. Additional Conditions**:

4. For shipments by waterways, the coverage territory is to, from, or within the United States of America, Puerto Rico, and Canada.

This extension only applies to property governed by your "Shipping Document", and is subject to the terms, conditions, and/or restrictions shown on such "Shipping Document" where deemed applicable by United States Courts and the United States Carriage of Goods by Sea Act.

With respect to such shipments by waterways, the following paragraph is added to the **Basic Cargo Liability Coverage Form 083006** at the end of **Section G. Supplementary Payments**:

4. **General Average and/or Salvage Expense Liability**

We will pay for General Average and/or Salvage Expense liability incurred by you. The general average and/or salvage charge to you shall be determined according to the "Shipping Document" and/or the York-Antwerp Rules.

However, in no event will the amount we pay for all General Average and/or Salvage Expense liability and the amount we pay for all claims arising from an accident exceed the "Aggregate in Transit" limit shown in the Coverage Form.

The Insurance provided by this coverage is part of, not in addition to, the Limit of Insurance in the **Basic Cargo Liability Coverage Form 083006** as shown on those Coverage Forms.

3. REVISED CARGO LIMIT DEFINITION FOR OFFICE AND INDUSTRIAL PROPERTY OPERATIONS

For shipments of office and/or industrial property, in **Section B. Limits of Insurance**, Paragraph 1. is deleted and replaced by the following:

The Cargo Limit of Insurance shown in the **Basic Cargo Liability Coverage Form 083006** applies as follows:

- a. The **Any One Loss** limit is the most we will pay for loss or damage to goods in any one cargo vehicle or semi-trailer, or in your care, custody, or control on any one day.
- b. The **Aggregate in Transit** limit is the most we will pay for all claims arising in any one "occurrence", loss, disaster or casualty.
- c. The limit is subject any deductible amount or other limitation that may apply.

Section C: If the **Basic Warehouse Liability Coverage Form 083007** is attached to this policy, then it is amended by the following:

1. UNCOLLECTIBLE OR ACCRUED STORAGE CHARGES

Up to the Limit of Insurance shown in the **Schedule**, we will pay any loss of Accrued Storage Charges owed to you when these become uncollectible because the "Customer's" goods have been lost or damaged. Such goods

must be located in a "Specified Location" listed in the **Basic Warehouse Liability Coverage Form 083007** or at an "Interim Location" or a "Temporary Location".

This coverage does not apply unless a minimum of 75% of the "Customer's" goods have been lost, damaged or destroyed during storage.

This extension does not apply if such loss or damage is excluded in the **Basic Warehouse Liability Coverage Form 083007**.

Accrued Storage Charges means all charges made to "Customers" for permanent storage services, storage valuation charges, accessorial services, and charges for delivery into or out of a "specified location" or "temporary location" that are due but unpaid at the time of loss.

2. LIMITED COVERAGE FOR "CUSTOMER'S GOODS" OUTSIDE OF THE DESIGNATED WAREHOUSE BUILDING

Up to the Limit of Insurance shown in the **Schedule**, we will pay those sums that you become legally obligated to pay as damages, except punitive or exemplary damages, because of your liability for direct physical loss or damage to "Customer's Goods" which you accept for storage, repositioning, packing, crating, storage or similar service.

The loss or damage must occur during the policy period and must occur outside of a "Specified Location", "Interim Location", or "Temporary Location" at a place described as follows:

- a. In the open within 100 feet of a "Specified", "Interim", or "Temporary Location";
- b. In a trailer, semi-trailer or truck;
- c. In a temporary structure; or
- d. In a shed or pole barn.

Coverage for "Customer's Goods" located in any place described above is subject to the following additional exclusions:

In the **Basic Warehouse Liability Coverage Form 083007, Section D. Exclusions** Clause **2.g.** is deleted and replaced by the following:

- g. Spoilage, deterioration, corrosion, shrink-age, evaporation, insects or animals, changes in temperature or humidity, environmental contamination, mold contamination, smoke or ash contamination that results from an external cause, loss of weight, or change in color or flavor of perishable articles, exposure to sun, wind, rain, snow, hail, sleet or water in any form, air pollution or atmospheric conditions.

3. LIMITED COVERAGE FOR FAILURE OF CLIMATE CONTROL SYSTEMS

Up to the Limit of Insurance shown in the **Schedule**, we will pay those sums that you

become legally obligated to pay as damages, except punitive or exemplary damages, because of your liability for direct physical loss or damage to "Customer's Goods" as a result of failure of your climate control systems. This extension of coverage only applies if you assume liability under a "storage document" for such damage and is subject to the following conditions:

In the **Basic Warehouse Liability Coverage Form 083007, Section D. Exclusions**, exclusion **2.g.** is deleted and replaced by the following:

- g. Spoilage, deterioration, corrosion, shrink-age, evaporation, insects or animals, changes in temperature or humidity, environmental contamination, mold contamination, smoke or ash contamination that results from an external cause, loss of weight, or change in color or flavor of perishable articles, unless caused by:

- (1) Change in temperature or humidity resulting from mechanical breakdown or failure of heating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at a "specified location"; or
- (2) Change in temperature or humidity resulting from complete or partial interruption of electrical power, either from a source located inside or outside of the "specified location", due to conditions beyond your control.

Under this coverage, we will not pay for loss or damage caused by or resulting from:

- (1) The disconnection of any heating, cooling or humidity control system from the source of power.
- (2) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- (3) The inability of an Electrical Utility Company or other power source to provide sufficient power due to lack of fuel or governmental order.
- (4) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- (5) Your failure to keep in force a maintenance or service agreement for the heating, cooling or humidity control apparatus or equipment.

The Limit of Insurance provided by this coverage is part of, not in addition to, the Limit of Insurance

in the **Basic Warehouse Liability Coverage Form 083007** as shown on that Coverage Form, and is excess of any other applicable coverage provided by this policy.

4. **BACKUP DATA, MEDIA AND/OR EQUIPMENT OF OTHERS:**

Up to the Limit of Insurance shown in the **Schedule**, we will pay those sums that you become legally obligated to pay as damages for loss of or damage to "data", "media" or electronic equipment of others.

For the purpose of this coverage, "data", "media" or electronic equipment of others is defined as electronic data processing and word processing equipment including computers, servers, their component parts and/or peripherals; as well as "data", "media", and/or "software" belonging to "Customers" while in your care, custody or control at a "specified location" and being used as an off-site backup system.

- a. **"Data"** means concepts, facts, figures, or instructions available for communication, interpretation, analysis, or processing by automatic means.
- b. **"Media"** means the material on which the "data" is recorded, including magnetic or paper tapes, disks, and cards.
- c. **"Software"** means a computer program or any combination of "data" or "media" used to direct the computer equipment. "Software" can include a set of instructions, lines of code or a product licensed and distributed by others, or such instructions or lines of code developed by you, your employees, or individuals under contract to you.

5. **LEGAL TERMINATION OF MEDICAL RECORDS IN STORAGE**

Up to the Limit of Insurance shown in the **Schedule**, we will pay those amounts necessary to properly destroy certain medical records in order to comply with Federal HIPPA guidelines. It is a condition of that coverage that the requirement to destroy such records results from the bankruptcy of the depositor of such records or such depositor's failure to pay storage charges for ninety (90) days or more.

You must verify that all applicable legal processes and procedures have been followed as described in HIPPA or similar regulations prior to the destruction of such property.

3. **EXTRAORDINARY COST OF PAPER RECORD RECONSTRUCTION**

Up to the Limit of Insurance shown in the **Schedule**, we will pay those amounts you incur to restore, preserve, or reconstruct "Customer's" paper records that are damaged by water, humidity, fire, smoke, or sprinkler leakage. Such damage must occur at a specified warehouse location identified in the Schedule of Locations on the **Basic Warehouse Liability Coverage Form 083007**.

These extraordinary costs are excess of your legal or contractual liability for such damage, and include the actual cost to restore or reconstruct the damaged property as well as the cost of labor to separate damaged from undamaged goods, pack and/or re-pack, and shipping costs to or from an off-site restoration facility.

You can incur such expenses up to an amount not to exceed 15% of the Any One "Customer" Limit shown in the **Schedule** to immediately mitigate further loss or damage to the records. However, we must approve any expenses greater than this 15%.

If an approved restoration facility determines that less than 25% of the damaged records can be reconstructed, we are not obligated to approve any additional expenses.

The Limit of Insurance provided by this coverage is part of, not in addition to, the Limit of Insurance in the **Basic Warehouse Liability Coverage Form 083007** as shown on that Coverage Form

CHANGES TO THE COMMERCIAL INLAND MARINE CONDITIONS

The following changes are made to the **Commercial Inland Marine Conditions CM 00 01**:

GENERAL CONDITIONS Paragraph D. No Benefit to Bailee is deleted and replaced with the following:

D. Who May Benefit from this Insurance

No person or organization other than you, your Shippers, your Customers, or the owner of property designated on any Shipping or Storage Document will benefit from this insurance.

GENERAL CONDITIONS Paragraph F. Valuation is amended by the addition of the following:

4. The valuation of the property as shown on the applicable Shipping or Storage Document.

The following **GENERAL CONDITION** is added:

G. Who is an Insured

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage does not apply to any "occurrence" before you acquired or formed the organization; and

- c. This extension of coverage for newly acquired or newly formed organizations does not apply to liability for direct physical loss or damage to goods moving under a "Shipping Document" executed before you acquired or formed the organization.

COMMERCIAL INLAND MARINE CONDITIONS

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

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause

of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the own-

ers' property. We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

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

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

2. Parts

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

H. Recovered Property

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. You must then return to us the amount we paid to you for the property.

We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part 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:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE CLAUSE EFFECTIVE FOR ALL SECTIONS OF COVERAGE

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured: BRANDON TANKERSLEY	Policy Number: TCP 0000542 01
Effective Date: 07/02/2015	Countersigned by

(Authorized Representative)

SCHEDULE

COVERAGE SECTION	DEFINITION OF DEDUCTIBLE
PROPERTY	Deductible per Occurrence as shown in the Property Declarations
INLAND MARINE	Deductible per Occurrence as shown in the Inland Marine Declarations
GENERAL LIABILITY	Bodily Injury and/or Property Damage Deductible per Occurrence as defined in Deductible Liability Insurance Endorsement
AUTOMOBILE LIABILITY	Bodily Injury and/or Property Damage Deductible per Accident as defined in Deductible Liability Coverage Endorsement
AUTOMOBILE PHYSICAL DAMAGE	Deductible per Loss as defined in Business Auto Coverage Form or the Motor Carrier Coverage Form
CRIME	Deductible per Occurrence as shown in the Crime Declarations

A. Single Occurrence Deductible

Notwithstanding any contrary language in the deductible provisions contained in all other parts of this policy, any **single occurrence, accident, or loss** as defined in the referenced forms, shall be subject to only one deductible provision no matter how many sections of coverage may be applicable to the occurrence, accident or loss.

If any single occurrence, accident or loss is covered by more than one section of coverage, the highest applicable deductible amount shall apply.

B. Deductible Reimbursement

In consideration of the reduced premium charged for this Policy, you agree to reimburse us for any amounts we pay on your behalf for covered losses which are subject to the Deductible as shown above.

Such reimbursement shall be made no later than thirty (30) days from the date of the Deductible Reimbursement billing. Failure to make such reimbursement in a timely manner will be considered as a breach of compliance with the terms and conditions of coverage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NO STACKING OF LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE
COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured: BRANDON TANKERSLEY	Policy Number: TCP 0000542 01
Effective Date: 07/02/2015	Countersigned by

(Authorized Representative)

If more than one Policy or Coverage Form issued to the insured by us, or another insurance company affiliated with us, applies to the same "occurrence", offense, claim or benefit or if such "occurrence", offense, claim or benefit involves more than one annual period, the maximum for which we are liable under all Policies, Coverage Forms or for all periods shall not exceed the highest applicable limit of insurance available under any one applicable Policy, Coverage Form or period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTALLMENT PAYMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Name of Insured: BRANDON TANKERSLEY	Policy Number: TCP 0000542 01
Effective Date: 07/02/2015	Countersigned by

(Authorized Representative)

A. Installments

In consideration of the issuance of this policy, the Insured agrees that the Annual Premium for this policy is to be paid in Installments. The first Installment and any applicable state taxes or fees are due at the inception of coverage. Future Installment Payments are due in accordance with the Pay Plan described in the **Declarations**.

B. Endorsements

If such option is selected by the Insured at the inception of coverage, any premium due resulting

from Endorsements issued after inception will be applied to future installments.

If the option to change installments is not selected by the Insured, all premiums resulting from Endorsements issued after inception will be due or refunded individually.

C. Cancellation Provisions

Failure to pay any original Installment or revised Installment when due will result in the Company mailing Notice of Cancellation in accordance with the policy terms and conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

INDUSTRY OPERATION DEFINITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage under this policy contemplates that you conduct the operations indicated by in the following list. There are places throughout the policy that refer to these definitions and to the definition of Shipper's or Customer's Goods. If you conduct more than one of these operations, the definitions or applicable coverage will be determined by the documents pertaining to any individual operation.

- HOUSEHOLD GOODS** operation means the transportation, storage, handling, packing and other related services for "Shipper's Goods" or "Customer's Goods". This means personal effects, clothing, indoor and/or outdoor furniture, furnishings, household appliances, household electronics, household tools, equipment or supplies used or to be used in a dwelling and/or similar property.
- OFFICE and INDUSTRIAL PROPERTY** operation means the transportation, storage, handling, packing and other related services for "Shipper's Goods" or "Customer's Goods." This means furniture, fixtures, equipment, including electronic or telephonic equipment, and the property of stores, offices, institutions, hospitals or other commercial establishments.
- SPECIAL PRODUCTS** operation means the transportation, storage, handling, packing and other related services for "Shipper's Goods" or "Customer's Goods". This means high-valued articles, including objects of art, displays, exhibits, museum or theatrical furniture, fixtures or equipment, and other such property which, because of its unusual nature or value requires specialized handling, packing and/or method of transportation.
- RECORDS STORAGE or INFORMATION MANAGEMENT** operation means the transportation, storage, handling, organizing, digitalizing, shredding, and other related services for "Shipper's Goods" or "Customer's Goods". This means paper records, files and file boxes, and/or data recorded on photographic, microfilm, microform, other digitalized media.
- MOBILE SELF-STORAGE or SELF-STORAGE** operation means that the "Shipper's Goods" or "Customer's Goods" accepted for storage, transit or storage-in-transit have been packed by the owner of such property and, while in your possession, remain in a locked room, vault, or otherwise secured container to which you have no access. You are only acting as a lessor of space, not as a warehouseman.
- Transportation of property defined as "Self-Storage" is only incidental to the space rental operation. Transportation of property in any mobile self-storage operation, however, may be independent from a space rental operation.
- For this kind of operation, "Shipper's Goods" or "Customer's Goods" means personal effects, clothing, indoor and/or outdoor furniture, furnishings, household appliances, household electronics, household tools, equipment or supplies used or to be used in a dwelling and/or similar property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation 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 any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**TENNESSEE CHANGES – CANCELLATION
 AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The refund will be pro rata if:

- a.** We cancel; or
- b.** The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if the first Named Insured cancels the policy.

The cancellation will be effective even if we have not made or offered a refund.

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

CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE

If this policy has been in effect for 60 days or more, or if this policy 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, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;
- 2.** Your conviction of a crime increasing any hazard insured against;
- 3.** Discovery of fraud or material misrepresentation on the part of either of the following:
 - a.** You or your representative in obtaining this insurance; or
 - b.** You in pursuing a claim under this policy;
- 4.** Failure to comply with written loss control recommendations;
- 5.** Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;
- 6.** Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

7. Your violation or breach of any policy terms or conditions; or
8. Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

- C. The following is added and supersedes any provisions 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 and agent, at least 60 days before the expiration date unless:
 - a. We have offered to issue a renewal policy; or

- b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

- D. The following is added to the **Premiums** Common Policy Condition:

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including microprocessors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
- 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss - Basic Form or the Causes Of Loss - Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM; CAP ON COVERED CERTIFIED ACTS LOSSES

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
TN	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

LIMITED EXCLUSION OF CERTIFIED ACTS OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one or more of the following are attributed to such act:

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

When this terrorism exclusion applies in accordance with the terms of Paragraph **B.1.** or **B.2.**, the terrorism exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Part or Policy.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" excluded under Paragraph **B.** results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

D. Cap On Certified Terrorism Losses

The following limitation applies to coverage for any one or more "certified acts of terrorism" that are not excluded by the terms of the exclusion in Paragraph **B.** and to any loss or damage that is covered and to which the exception in Paragraph **C.** applies:

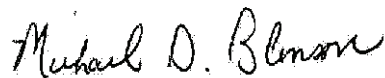
If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such 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.

This Paragraph, **D.**, does not apply to insurance provided under the Crime And Fidelity Coverage Part.


E. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the non-applicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the War And Military Action Exclusion.

In witness whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.



SECRETARY



PRESIDENT