

Application Form

Introduction

NOTE: If your organization is awarded a grant, it is likely to be issued on a cost-reimbursement basis. Please consider this when developing your request and project start date.

Submission of an application is not a guarantee or commitment of funding. This application will be made public, in its entirety, including any attachments or uploads.

To see the rubric by which your organization's application will be scored, [click here](#).

Please answer these questions FIRST, as the application will show you the required sections and fields to complete based on your answers.

Priority Funding Areas*

Please select the priority area(s) most relevant to your request (see the PCF website for examples).

Food

Reimbursement*

The Pinellas CARES Nonprofit Partnership Fund allows requests to ask for reimbursement of expenditures related to COVID-19 programming within the Priority Funding Areas that took place between March 1, 2020 and the time of application.

Will your organization be applying for this cost reimbursement?

No

Future Programming*

Will your organization be applying for funding for services to be delivered between the grant award decision and December 30, 2020?

Yes

Project Name*

Feeding the Homeless/Hungry

EIN*

65-0208734

DUNS Number*

Please provide your organization's DUNS number. This is the Data Universal Numbering System.

You can search for your DUNS number here: <https://www.dnb.com/duns-number/lookup.html>

If you do not have a DUNS number, you can apply for one here (it is free and may take 3-4 days for approval): <https://www.dnb.com/duns-number/get-a-duns.html>

This field is optional as to not stop a qualifying organization from applying. HOWEVER, a DUNS number *will* be required if your organization is approved for a grant. Your organization should apply for a DUNS number now if it does not yet have one.

867500068

Mission Statement*

As a Christian non-profit organization, we believe everyone has the right to adequate food in dignity. Our mission is to provide nutritious meals to the homeless or hungry of Pinellas County in a dignified manner.

Total Operating Expenditure*

What are your total annual operating expenses?

\$7,970.00

Amount Requested*

Please review the entire application and its fiscal requirements before determining the total amount your organization will be requesting. This amount should include any reimbursements your organization is seeking for past COVID-19 programming.

Typical funding requests will range between \$25,000 and \$250,000. Amounts above and below are accepted, provided the request can be justified by community need.

Requests at the higher end, or above this range must have a significant and sustained impact on the vulnerable community being served. Your organization's capacity for spending a large amount of funds must also be justified.

\$5,782.00

If you are requesting more than \$250,000 or a large capital expenditure, please speak with PCF program staff to discuss the feasibility of your request **PRIOR TO submission**.

Priority Populations*

Please select the priority populations your programming will serve:

Note: Examples of "high-risk pandemic response jobs" include front-line workers, nurses, medical housekeeping staff, nonprofit employees, law-enforcement and medical first responders.

- Communities of color
- Children and/or the elderly
- People experiencing homelessness
- Low-income families

Guiding Principles*

One of the guiding principles of this fund is that it will apply a lens of equity to ensure the needs of specified priority populations are met.

From the priority populations you have indicated above, please explain to what extent one or more these populations are involved in the creation, design, and impact of your organization (or this specific project).

This project was first established by the New Faith Free Methodist Church, offering food to the homeless, elderly, as well as low income individuals in the Midtown St. Petersburg, Fl. area, however, with the onset of the pandemic, we have had requests from members and friends for assistance of many of their friends and family members hit hard by the pandemic; either through loss of income or total joblessness and evictions. We have noticed an large increase in the homeless population along the U.S. 19 corridor and the 4th Street corridors. Although many food pantries have opened, providing dry goods and groceries, the homeless have no place to cook their meals. We have served 50 meals every Wednesday since mid April 2020, and that only is a small number of people who are hungry .Many of our low-income families, whose income has been affected by the pandemic, have been in need of meals during the week for their kids and household. We have done our best to accommodate about 5 families.

Length of time operating program/project*

Please briefly explain how long you have been operating the program or project for which you are requesting funds. **This funding is for expansion of existing programming or sustaining an existing expansion to meet community needs.**

The program started in mid April 2020 as a response to increased homelessness, and hunger in Pinellas County, worsened by the pandemic. We presently provide 50-60 meals weekly, but would like to expand that to 90 persons biweekly.

Service Area*

In which areas of the county do you physically provide services?

- South County (locations such as St. Petersburg, Lealman, Kenneth City)

Impact on Organization*

What has been the impact of the coronavirus/COVID-19 on the services of your organization? (Example: inability to provide enough food, unable to provide behavioral health sessions, lack of volunteerism, etc.)

Due to the pandemic, there has been an inability to store large amounts of frozen goods since a residential refrigerator is what is available to us. We would like to reach a greater number of people, but our food donations and food storage issue remains a problem. The cost of food goods as well as kitchen staples such as flour, rice, pasta and meats have gone up during the pandemic as well as fresh fruits and vegetables. As the pandemic has persisted, volunteers (many who have lost their jobs) who deliver meals, are in need of reimbursement for transportation cost. The need is great for cooked food for the homeless. Many pantries are open, however, the homeless have no way to prepare the food that is being offered. Despite getting about 25% of the Church's benevolent budget for our raw goods, we are in need of monies to feed more people. There have been less involvement by our volunteers, many who are elderly, since the pandemic started, however with the loosening of restrictions and decreased positivity rates, we are recently gaining momentum in regaining volunteers to help in our feeding the homeless/hungry.

Fiscal Accountability

Federal Fund Disclosure*

If your organization is awarded this grant, you may be considered a subrecipient of federal funding. THEREFORE, if you are deemed a subrecipient and your organization reaches a threshold of having spent more than \$750,000 in federal funding this fiscal year (this INCLUDES other federally funded programs), it will be subject to requirements of the Federal Single Audit Act. This will require your organization to comply with Federal Compliance Requirements and may necessitate additional expenses for your organization and you should prepare for this.

It is advisable that you contact a certified public accountant (CPA) or other professional for guidance.

Yes, my organization understands and assumes all liabilities/costs in regards to federal funding.

Audited Financial Statements*

Does your organization routinely contract to have an audit conducted of its financial statements?

No

Most Recently Filed IRS Form 990*

Please upload a copy of the organization's most recently filed IRS Form 990. **This is absolutely required.**

Non profit 2020.pdf

Board-Approved Budget*

Please upload your most recently board-approved budget for this fiscal year in PDF format.

Budget for New Faith 2020-21.pdf

No Audited Financial Statements

Explanation for Lack of Audit*

Please briefly explain why your organization does not annually have an independent audit conducted. If you have any documentation, such as financials statements, or a letter from a CPA explaining the lack of an audit, you may upload it here in PDF format.

We are an independent church, and none of our present lenders require an independent audit. We have a finance committee that oversees all our financial dealings along with New Faith Free Methodist Church's acting Steward Board.

Expansion or Sustaining of Exact Programming Funded by Another Source

Existing Contract

If you are applying for funding to expand and/or sustain COVID-19 response programming that has already been funded by another source, please upload that contract here and provide a brief description of the funding source and relationship with the funder. Please note that any costs funded by another source are not allowed to be included in this application. Only the costs that are required to expand or sustain programs in excess of that funding will be considered for the purposes of this application.

Funding and Usage

Client Service Delivery*

Briefly describe the services to be delivered under the programming for which you are requesting funding. Please include when and where the services will occur, how the target population will access the services, and the length of time the services will be provided. **Please specify the zip codes of participants. If not available, specify the zip codes of service delivery points.**

We will be delivering to areas around the city where there are known large population of homeless. These areas include the Central Plaza District, 4th Street South area, U.S. 19 from 18th Avenue South to 22nd Avenue North. This includes 33705, 33712, 33711, 33713. We will deliver on each Wednesday and Saturday (approximately between 3:00PM-4:00PM) We hope this project will continue on a year-round basis.

Communication/Outreach and Community Engagement Efforts*

In what ways is your organization marketing and communicating its available programming to the community it serves? How will you ensure that your target population is aware of your services and utilizes them?

We have remained consistent in giving out meals on Wednesday and Sundays at the same time. We include flyers, word of mouth as well as social media (Church's facebook page, Scouting facebook page and other local community outreach centers. has been great in getting the word out.

Hurricane Preparedness*

If a hurricane-related emergency were to strike Pinellas County this year and cause an interruption in your organization's normal programming, how would you return to offering the programming, and continue to spend awarded funds from this grant?

There is an expectation that your programming will be able to continue in the event of a hurricane-related emergency.

If your organization has a COOP (Continuity of Operations Plan), you may upload it here instead of providing a text answer. You may redact sensitive information from your organization's COOP.

We have no specific, defined COOP, however we initially prepared the foods in the homes of our volunteers, to follow CDC guidelines, with the stay at home order in place, but due to the increase in the number of meals and loosening of restrictions, we are preparing meals in the Church annex. Our facility is not in a flood zone, neither are our two alternate physical addresses where we can prepare meals in the event of a hurricane.

Evidence of Insurance Coverage*

Grantees of the Pinellas CARES Nonprofit Partnership Fund will be required to maintain appropriate insurance to cover the services proposed in this application. PCF will determine whether this coverage is appropriate.

Please upload evidence of insurance policies that cover the programming for which your organization is requesting funds.

If there is no insurance coverage for this programming, please provide an explanation as to why.

New Faith Insurance Package Policy - 2020-2021.PDF

Insurance Requirement*

If you are awarded a contract for the Pinellas CARES Nonprofit Partnership Fund, you will be required to list Pinellas Community Foundation as an additional insured through your general liability insurance. If you would like to begin this process now, please contact your general liability insurance carrier.

Here is the information for your carrier:

Pinellas Community Foundation
17755 US Highway 19 N
Suite 150
Clearwater, FL 33764
727-531-0058

Please check the box below to indicate that you understand and will be able to comply with this requirement.

Yes, I understand this requirement.

The Budget Summary and Budget Narrative sections are absolutely critical to a successful application. Improperly completed forms will be returned to you to fix, and will delay a funding decision being made on your application. Please see the examples in each section. To avoid rejection of your organization's application, PCF HIGHLY recommends you watch this short, instructional video as well: [Budget Narrative/Summary Instructions](#)

Update as of 9/25/2020: Due to new U.S. Department of the Treasury guidance, the CARES Act does not cover *any* administrative or indirect costs. The Budget Narrative and Summary have been updated. CFO, CEO, and other types of "administrative" time must be documented as a **direct cost on an hourly basis** under Personnel or Contracted Services. The above webinar will be updated shortly.

If your organization is awarded a grant, it is likely to be issued on a cost-reimbursement basis. Please consider this when developing your budget narrative and summary.

Note about Hazard Pay: Hazard pay will not automatically be approved as a budget item. Hazard pay is only for hazardous duty or work involving physical hardship, in each case that is related to COVID-19. Much of the immediate hazards of COVID-19 can be mitigated by appropriate use of PPE and/or regular sanitizing of spaces. The threshold for approval of hazard pay is high. It is best that you inquire in advance of adding this to a budget in your grant application.

If you would like to use a unit of service cost as a basis for your budget, you MUST contact Pinellas Community Foundation program staff FIRST to discuss this possibility.

Budget Summary*

Please download the budget summary template [HERE](#) and complete it. **If you have selected multiple Priority Fund Areas, you should include ALL costs in this summary.**

Capital includes buildings, vehicles, equipment at \$3,000 or more per item. The purchase of capital must represent the lower cost option for the period during which the purchased asset would be used for COVID-response activities. Outright purchase must be less than the cost of renting or leasing OR if renting or leasing is not available.

[CLICK HERE TO SEE AN EXAMPLE OF A PROPERLY COMPLETED BUDGET SUMMARY.](#)

Please export as a PDF and upload it.

[Pinellas Cares Grant Budget.pdf](#)

Budget Narrative*

Please download the budget narrative template [HERE](#) and complete it.

The budget narrative needs to do more than define the expenses. It should clearly state what is going to be paid using CARES funds and then justify the expenses as a program expansion (or sustaining an already expanded program) as a result of COVID-19. Do not bold, underline, or italicize. Use dollar amounts that match your Budget Summary.

If you have selected multiple Priority Fund Areas, you should include ALL costs in this narrative.

[CLICK HERE TO SEE AN EXAMPLE OF A PROPERLY COMPLETED BUDGET NARRATIVE.](#)

Capital includes buildings, vehicles, equipment at \$3,000 or more per item. The purchase of capital must represent the lower cost option for the period during which the purchased asset would be used for COVID-response activities. Outright purchase must be less than the cost of renting or leasing OR if renting or leasing is not available.

Please export as a PDF and upload it.

Grant budget narrartive.pdf

Capital Requests

If you are requesting funding for capital expenses, please upload bids/estimates/rental agreements to match the expenses described in your budget summary and narrative.

Please upload in PDF format.

Logistical partner organizations (LPOs) are considered to be a critical part of service delivery strategy for this grant program, and using them is highly encouraged. Typical LPOs are:

- Grassroots organizations with small annual operating budgets (under \$50,000)
- Churches and other faith-based organizations
- Neighborhood associations
- Social organizations/collaboratives
- Resident councils in low-income house communities
- Neighborhood family centers
- Senior centers

Their essential role is to serve as outreach, information, referral and service delivery sites for food distribution, legal aid counseling to prevent evictions and behavioral health services, consistent with the three priority need areas in the grant specifications.

Are you going to use LPOs in this programming?*

Yes

Logistical Partner Organizations (LPOs)

LPO List*

Please upload a list with entity names and primary contact information for each LPO. If there is additional information to provide, do so in the text box below.

LPO listing.pdf

Cub Scout Pack 295, Skyway District (Greater Tampa Bay Area Council of the Boy Scouts of America) sponsored by New Faith FMC has played an important role in donating time and food items.

GiGi Glenn, Cubmaster: (727) 420-3439 Email address: GiGi 3602@hotmail.com, Physical address: 2846 51st Avenue South, St. Petersburg, Fla. 33712

Role in Programming*

Please describe the role(s) of specified LPOs in the programming proposed in this application.

Leaders and the Pack have been preparing the food, delivering the food and donating or soliciting for or buying the food. The scouts themselves help prepare and handout as well when they were out of school. Adults are helping with cleanup. Volunteerism is a large part of scouting; it not only teaches the scouts many of the principles of scouting, but also the need to give back to their community.

Food

This grant will require weekly reporting on the following measures:

- **Number of Pinellas County residents** accepting food by zip code of participant or distribution point (participant zip code is preferred)

Affirmation of Reporting*

I affirm that my organization is capable of providing weekly reports on the above measures.

Yes

Number of Pinellas County Residents Served During Grant Period - Food*

This grant period ends on December 30, 2020. Please estimate the number of clients that will be served **food** by the end of the grant period.

2500

September 2020 Projections - Food*

Please estimate the number of individuals to be served **food** by this funding in **September 2020**.

520

October 2020 Projections - Food*

Please estimate the number of individuals to be served **food** by this funding in **October 2020**.

700

November 2020 Projections - Food*

Please estimate the number of individuals to be served **food** by this funding in **November 2020**.

640

December Projections - Food*

Please estimate the number of individuals to be served **food** by this funding in **December 2020**.

700

Funder Involvement

Which of the funders have provided a grant to your organization within the last three years?*

None of the above

Other Funding Sources

If your organization has submitted applications to other funders or has received funding in response to coronavirus/COVID-19 from another funder, please briefly describe below:

Corrective Action*

Is your organization currently under a corrective action agreement with any funder (including but not limited to those listed above)? If yes, please explain in detail, including the status of the corrective action. If no, state **No**.

NO

Confirmation

Signature and Affirmation*

By submitting this application, I hereby swear that executive leadership is aware of this request for funding, and if this funding is approved, my organization will be able to use these funds in the manner described in the application.

Please type your name as an electronic signature and the date on which you are submitting this application.

Gwendolyn Glenn

File Attachment Summary

Applicant File Uploads

- Non profit 2020.pdf
- Budget for New Faith 2020-21.pdf
- New Faith Insurance Package Policy - 2020-2021.PDF
- Pinellas Cares Grant Budget.pdf
- Grant budget narrartive.pdf
- LPO listing.pdf

2020 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N41068

FILED
Jun 22, 2020
Secretary of State
5283197258CC

Entity Name: NEW FAITH FREE METHODIST CHURCH, INC.

Current Principal Place of Business:

2427 IRVING AVE, SOUTH
ST. PETERSBURG, FL 33712

Current Mailing Address:

2427 IRVING AVE, SOUTH
ST. PETERSBURG, FL 33712 US

FEI Number: 65-0208734

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GLENN, GWENDOLYN
2846 51ST AVENUE SOUTH
ST. PETERSBURG, FL 33712 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: GWENDOLYN GLENN

06/22/2020

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title TRUSTEE
Name GREGG, CARLTON
Address 2450 IRVING AVENUE SOUTH
City-State-Zip: ST. PETERBURG FL 33712

Title ASSISTANT PASTOR
Name GRAVELEY, WILLIAM REV.
Address 1034 18TH AVENUE SOUTH
City-State-Zip: ST. PETERSBURG FL 33705

Title TD
Name BRITT, LOUNELL
Address 3525 27TH AVE. S.
City-State-Zip: ST. PETERBURG FL 33711

Title ADMINISTRATIVE ASSISTANT/SECRETARY
Name GLENN, GWENDOLYN J
Address 2846 51ST AVENUE SOUTH
City-State-Zip: ST. PETERSBURG FL 33712

Title D
Name SIPLIN, ELIZABETH EVANGELIST
Address 661 17TH AVENUE SOUTH
City-State-Zip: ST PETERSBURG FL 33705

Title PRESIDENT OF FINANCE COMMITTEE
Name WILLIAMS, HATTIE
Address 5031 GOLDEN FIG LANE
City-State-Zip: WIMAUMA FL 33598

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GWENDOLYN GLENN

**CO-ADMINISTRATOR,
SECRETARY**

06/22/2020

Electronic Signature of Signing Officer/Director Detail

Date

New Faith Free Methodist Church Budget 2020-2021 Fiscal Year

How money is raised:

1. Tithes and Offerings	Weekly: \$900.00	Monthly: \$4,700.00	Yearly: \$56,400.00
2. Board Assessments (7) ((\$25.00 per month per board)		Monthly: \$175.00	Yearly: \$2,100.00
3. Board Assessments (7) (Yearly schedule according to ability of boards (see report)			Yearly: \$2,500.00
4. Church Anniversary			Yearly: \$3,500.00
5. Women's Day			Yearly: \$20,000.00
6. Men's Day			Yearly: \$5,500.00
7. Income from rental		Monthly: \$750.00	Yearly: \$9,000.00
8. Income from Sunday School (approximate)	Weekly: \$30.00	Monthly: \$120.00	Yearly: \$1,560.00
9. Income from Benevolence (approximate)	Weekly: \$205.00	Monthly: \$820.00	Yearly: \$10,660.00
10. GRAND TOTAL	Weekly: \$1,135.00	Monthly: \$6,565.00	Yearly: \$111,220.00

Please Note: This report does not include any money from proposed dinner sales not a part of any special day effort.

New Faith Free Methodist Church Budget 2020-2021 Fiscal Year

(Fiscal Year is from August 1, 2020-July 31, 2021)

Amount of money to pay all major obligations: Amount Spent

Salaries	Weekly	Monthly	Yearly
Pastor	\$335.00 (incl. travel)	\$1,340.00	\$17,420.00
Musician	\$220.00	\$880.00	\$11,440.00
Choir Director		\$110.00	\$1,320.00
Custodian		\$200.00	\$2,400.00
Church Secretary		\$210.00	\$2,500.00
Pastorial Assistant		\$50.00	\$600.00

Pastor's Accommodations

1. Electric bill	\$250.00	\$3,000.00
2. Housing allowance	\$450.00	\$5,400.00

Monthly Utility bills

Electricity for both buildings	\$550.00	\$6,600.00
Water for both buildings	\$180.00	\$2,160.00

Insurance

Property and liability for both buildings	\$582.16	\$6,965.92
Church van	\$212.00	\$2,544.00

Other: Including Mortgage

1. Church note		\$1,933.00	\$23,196.00
2. Church renovation note		\$406.00	\$4,872.00
3. Covering for termites		\$200.00	\$2,400.00
4. Ink for copy machine			\$3,000.00
5. Benevolent giving; food pantry, rent/utilities assistance		\$700.00	\$8,420.00
GRAND TOTAL:	Weekly: \$550.00	Monthly: \$8,253.16	Yearly: \$104,237.92

This report does not include: visiting preachers on annual events, approximately \$300.00; plaques, approximately \$462.00; cost for special programs, approximately \$1,800.00, emergencies, and custodian supplies; approximately \$600.00 per year for total of \$3,162.00

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

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

SCHEDULE

SCHEDULE - PART I			
Terrorism Premium (Certified Acts)	\$	11.00	
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):			
COMMERCIAL INLAND MARINE COVERAGE PART			
COMMERCIAL PROPERTY COVERAGE PART			
COMMERCIAL GENERAL LIABILITY COVERAGE PART			
 Additional information, if any, concerning the terrorism premium:			
SCHEDULE - PART II			
Federal share of terrorism losses	81	%	Year: 2020
(Refer to Paragraph B. in this endorsement.)			
Federal share of terrorism losses	%		Year:
(Refer to Paragraph B. in this endorsement.)			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

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

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

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

IMPORTANT NOTICE

COINSURANCE CONTRACT: THE RATE CHARGED IN THIS POLICY IS BASED UPON THE USE OF THE COINSURANCE CLAUSE ATTACHED TO THIS POLICY, WITH THE CONSENT OF THE INSURED.

IMPORTANT NOTICE

HURRICANE OR WIND RESTRICTIONS APPLY TO YOUR COMMERCIAL POLICY -- PLEASE READ YOUR POLICY CAREFULLY.

CAUTION:

This policy contains a

Windstorm/Hail

EXCLUSION

Please read your policy!!



1111 Ashworth Road, West Des Moines, Iowa 50265-3538

TO ALL COMMERCIAL INSURANCE POLICYHOLDERS, STATE OF FLORIDA

Thank you for placing your commercial insurance with us.

This letter is to inform you that our Loss Prevention Department has a risk management plan that is available to assist you in your loss prevention program.

The guidelines of this plan are descriptive instructions and criteria for the establishment of a specific risk management program for you. It includes risk management measures, services, and plans which you may wish to adopt in the handling of risk within your organization.

The plan includes safety measures applicable in the following areas:

1. Pollution and environmental hazards
2. Disease hazards
3. Accidental occurrences
4. Fire hazards, detection and prevention
5. Liability for acts from the course of operations
6. Slip and fall hazards
7. Product injury
8. Hazards unique to your organization's operations

The cost of developing the program is borne by GuideOne Insurance, but training and counseling costs provided to your organization at your request may be borne by you.

If at any time you need to avail yourself of our services, please contact our Loss Prevention Department at 515-267-5050.

Loss Prevention Department

C O M M O N P O L I C Y D E C L A R A T I O N S

NAMED INSURED
NEW FAITH FREE METHODIST CHURCH
ATTN LOUNELL BRITT
3525 27TH AVE S
SAINT PETERSBURG FL 33711

POLICY NO. 1448-578
PRODUCER NAME AND ADDRESS
STRONG TOWER INSURANCE INC
101 N WHEELER ST
PLANT CITY FL 33563

RENEWAL
09-189 (09C) (813)708-0001 ADMIN 14-666
WWW.StrongTowerInsurance.GuideOne.com

POLICY PERIOD: FROM 04/12/2020 TO 04/12/2021
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

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

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

COMMERCIAL PROPERTY COVERAGE PART \$ 8.00

FORMS APPLICABLE:

SEE COMMON POLICY DECLARATIONS SUPPLEMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART \$ 1,014.01

FORMS APPLICABLE:

SEE COMMON POLICY DECLARATIONS SUPPLEMENT

COMMERCIAL CRIME COVERAGE PART \$ 19.02

FORMS APPLICABLE: CR0206/0798 PCR2611/0396
PCR4610/0396 PCR7601/0885

COMMERCIAL INLAND MARINE COVERAGE PART \$.00

FORMS APPLICABLE:

MECHANICAL, ELECTRICAL AND PRESSURE EQUIPMENT COVERAGE PART \$.00
COVERAGE INCLUDED IN PROPERTY - SEE FORM PCP7357

FORMS APPLICABLE TO MORE THAN ONE COVERAGE PART:

SEE COMMON POLICY DECLARATIONS SUPPLEMENT

TOTAL PREMIUM OF \$1,041.03.

COUNTERSIGNED 02/17/2020 BY
(DATE)



(AUTHORIZED REPRESENTATIVE)

GuideOne Insurance
1111 ASHWORTH ROAD
WEST DES MOINES, IOWA 50265-3538
(515)267-5000

GuideOne Elite
Insurance Company

C O M M O N P O L I C Y D E C L A R A T I O N S
S U P P L E M E N T

POLICY EFFECTIVE 04/12/2020

POLICY NO. 1448-578

NAMED INSURED NEW FAITH FREE METHODIST CHURCH

COVERAGE PART FORM SCHEDULE

COMMERCIAL PROPERTY COVERAGE PART

FORMS APPLICABLE: CP0125/0212 CP0140/0706
CP1054/0607 GCP0444/0409 IL0401/0212
PCP2311/0409 PCP4310/0396 PCP4312/0409
PCP7357/0409

COMMERCIAL GENERAL LIABILITY COVERAGE PART

FORMS APPLICABLE: CG0068/0509 CG0220/0312
CG2167/1204 CG2170/0115 GCG0404/0409
GCG0551/0203 GCG2101/0407 GCG2810/0409
GCG7410/0409 PCG2510/0409 PCG7543/0203
PMAN502

FORMS APPLICABLE TO MORE THAN ONE COVERAGE PART:

GIL4201/0409 GIL4206/0416 IL0003/0908
IL0021/0908 IL0175/0907 IL0255/0316
IL0952/0115 IL0985/0115 PIL7209/0790

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. 60 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.
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.

G. Unintentional Errors Or Omissions

Failure by you to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy, provided such failure or any omission is not intentional.

H. Knowledge Of An Occurrence

It is understood and agreed that knowledge of an occurrence by your agent, or any servant or employee of yours, shall not in itself constitute knowledge by you, unless an executive officer of your corporation shall have received such notice from its agent, servant or employee.

SIGNATURE PROVISIONS

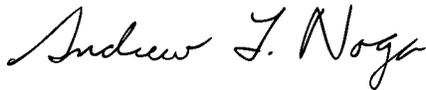
Signatures

This policy is signed at West Des Moines, Iowa on behalf of the Company by the President and Secretary of the Company.

GuideOne America Insurance Company
GuideOne Elite Insurance Company
GuideOne National Insurance Company



President



Secretary

CALCULATION OF PREMIUM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"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.

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.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability 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 Nuclear Hazard Exclusion or the War And Military Action Exclusion.

AMENDATORY DEDUCTIBLE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

All Coverage Parts included in this policy are subject to the following:

Except as provided in the next paragraph, if two or more coverages of this policy apply to loss or damage arising out of any one occurrence, we will pay for loss or damage that exceeds the largest single deductible of any coverage that applies to the loss or damage. We will not pay more than the actual loss or damage.

This endorsement does not apply to **CAUSES OF LOSS — EARTHQUAKE FORM**. If that form applies to this policy, its **DEDUCTIBLE** provision will apply to loss or damage caused by or resulting from **Earthquake or Volcanic Eruption**.

FLORIDA CHANGES - LEGAL ACTION AGAINST US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The following replaces the second paragraph of the **Legal Action Against Us** condition:

LEGAL ACTION AGAINST US

Legal action against us involving direct physical loss or damage to property must be brought within 5 years from the date the loss occurs.

FLORIDA CHANGES -- CANCELLATION AND NONRENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) 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

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

2. Cancellation For Policies In Effect 90 Days Or Less

a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

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

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with underwriting requirements established by the insurer.

b. We may not cancel:

(1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

(2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

B. 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. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation For Policies In Effect For More Than 90 Days

a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) There has been a failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
- (4) There has been a substantial change in the risk covered by the policy;
- (5) The cancellation is for all insureds under such policies for a given class of insureds;
- (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.

b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied

by the specific reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium;
- (2) 45 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(7) above, and this policy does not cover a residential structure or its contents; or
 - (b) Cancellation is based on the reason stated in Paragraph 7.a.(8) above;
- (3) 120 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(7) above; and
 - (b) This policy covers a residential structure or its contents.

c. If this policy has been in effect for more than 90 days and covers a residential structure or its contents, we may not cancel this policy based on credit information available in public records.

D. The following is added:

Nonrenewal

- 1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:
 - a. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents, or if nonrenewal is for the reason stated in Paragraph D.5.; or
 - b. 120 days prior to the expiration of the policy if this policy covers a residential structure or its contents.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. We may not refuse to renew this policy:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - b. On the basis of filing of claims for sinkhole loss. However, we may refuse to renew this policy if:
 - (1) The total of such property insurance claim payments for this policy equals or exceeds the policy limits in effect on the date of loss for property damage to the covered building; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
 - c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
4. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if this policy includes Sinkhole Loss coverage. If we nonrenew this policy for purposes of removing Sinkhole Loss coverage, pursuant to section 627.706, Florida Statutes, we will offer you a policy that includes catastrophic ground cover collapse coverage.
5. Notwithstanding the provisions of Paragraph **D.3.**, we may refuse to renew this policy if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.

E. Limitations On Cancellation And Nonrenewal In the Event Of Hurricane Or Wind Loss -- Residential Property

1. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:
 - a. Except as provided in Paragraph **E.1.b.**, we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure or its contents have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.
 - b. We may cancel or nonrenew the policy prior to restoration of the structure or its contents for any of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Material misstatement or fraud related to the claim;
 - (3) We determine that you have unreasonably caused a delay in the repair of the structure; or
 - (4) We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph **b.(2)**, **b.(3)** or **b.(4)**, we will give you 45 days' notice.
2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.

3. With respect to Paragraph **E.2.**, a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins

at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

C O M M E R C I A L P R O P E R T Y C O V E R A G E P A R T
D E C L A R A T I O N S P A G E

POLICY EFFECTIVE 04/12/2020
NAMED INSURED NEW FAITH FREE METHODIST CHURCH

POLICY NO. 1448-578

DESCRIPTION OF PREMISES AND COVERAGES PROVIDED
THIS POLICY COVERS THE PROPERTY LISTED BELOW.

RISK NO. 001
PREMISES NO. 001 BUILDING NO. 001
CONSTRUCTION JOISTED MASONRY
OCCUPANCY CHURCH
PREMISES ADDRESS
2427 IRVING AVE S

SAINT PETERSBURG

PINELLAS
BUILDING

FL 33712

PERSONAL PROPERTY
\$1,100

LIMIT OF INSURANCE
CAUSE OF LOSS FORM
COINSURANCE
DEDUCTIBLE
OPTIONAL COVERAGES

90%
\$2,500
ACTUAL CASH VALUE
WINDSTORM/HAIL EXCL

C O M M E R C I A L P R O P E R T Y C O V E R A G E P A R T
D E C L A R A T I O N S P A G E

POLICY EFFECTIVE 04/12/2020
NAMED INSURED NEW FAITH FREE METHODIST CHURCH

POLICY NO. 1448-578

OPTIONAL COVERAGE FORMS

FORM CP1054/0607
WINDSTORM OR HAIL EXCLUSION

SCHEDULE

THE FOLLOWING PREMISES - BUILDINGS ARE EXCLUDED FOR
WINDSTORM OR HAIL COVERAGE.

X _____ ALL LOCATIONS SHOWN ON THE COMMERCIAL PROPERTY
COVERAGE PART DECLARATIONS PAGE.

SPECIFIC LOCATIONS:
PREMISES

BUILDING LOCATION ADDRESS

FORM IL0401/0212
FLORIDA - SINKHOLE LOSS COVERAGE

SCHEDULE

PREMISES NUMBER BUILDING NUMBER

ALL FLORIDA BUILDINGS SHOWN ON THE COMMERCIAL
PROPERTY COVERAGE PART DECLARATIONS PAGE

COMMERCIAL PROPERTY COVERAGE PART
DECLARATIONS PAGE

**FOR ALL FLORIDA BUILDINGS SHOWN ON THE COMMERCIAL
PROPERTY COVERAGE PART DECLARATIONS PAGE, YOUR POLICY
PROVIDES COVERAGE FOR FLORIDA SINKHOLE LOSSES. SEE
FORM IL 04 01 FLORIDA - SINKHOLE LOSS COVERAGE.**

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

FIRE AND SECURITY ALARM SYSTEM UPGRADE COVERAGE

THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

A. The following is added to 4. Additional Coverages of section A. Coverage.

Fire and Security Alarm System Upgrade Coverage

1. In the event of direct physical loss or damage to fire alarm or security alarm systems within a covered building at the premises described in the Declarations, we will, at your option, pay for the reasonable additional costs you incur to upgrade such fire alarm or security alarm systems with alternative systems that qualify as a "fire alarm system upgrade" or a "security alarm system upgrade". The direct physical loss or damage must result from a Covered Cause of Loss.
2. We will pay for a "fire alarm system upgrade" or a "security alarm system upgrade" under this Additional Coverage only if such a "fire alarm system upgrade" or a "security alarm system upgrade" is commercially available.
3. Under this Additional Coverage, the most we will pay in any one occurrence is 25% of the amount we would otherwise pay for the direct physical loss or damage to that part of the fire alarm or security alarm system being upgraded (prior to the application of any deductible that applies), not to exceed \$10,000.

This Additional Coverage is in addition to the Limits of Insurance shown in the Declarations.

B. Business Income and Extra Expense

The following is added to the definition of "period of restoration" in section H. **Definitions** of the Building and Personal Property Coverage Form and to section F. **Definitions** of any Business Income (And Extra Expense) Coverage Form or Business Income (Without Extra Expense) Coverage Form added to this policy by endorsement.

The "period of restoration" shall include any increased period necessary to repair or replace damaged Covered Property with a "fire alarm system upgrade" or a "security alarm system upgrade".

C. Exclusions

The Additional Coverage provided by this endorsement does not apply to:

1. A "fire alarm system upgrade" or "security alarm system upgrade" in any of the following property:
 - a. New buildings under construction and buildings you acquire but have not reported to us;
 - b. Property leased to, or rented to, you; or
2. Covered Property not insured on a replacement cost basis;
3. The enforcement of any ordinance or law:
 - a. Regulating the construction, use or repair of any property; or
 - b. Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion of the enforcement of any ordinance or law applies whether the loss results from:

- (1) An ordinance or law that is enforced even if the property has not been damaged; or
- (2) 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.

D. Additional Definitions

1. "Fire alarm system upgrade" means the replacement of an existing fire alarm system with one of the following:
 - a. A system which sounds in multiple sections of the covered building or structure, if the existing system sounds in only one section of the building or structure;
 - b. A system which is automatically activated, if the existing system is manually activated; or
 - c. A system which includes verbal instructions for exiting the covered
2. "Security alarm system upgrade" means the replacement of an existing security alarm system with one of the following:
 - a. A system which is triggered in additional sections of a covered building or structure beyond the current number of sections of the building or structure in which the current system is triggered; or
 - b. A system which sounds an alarm to a monitored system in which authorities are promptly dispatched, if the existing system sounds only a local audible alarm.

building or structure, if the existing system includes audible or visual alarms but no verbal instructions.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

FAITHGUARD

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 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure;

(6) Signs, radio and television antennas and satellite dishes attached to the building or within 1,000 feet of the described premises;

(7) Walls, fences and walks.

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property -- Separation Of Coverage form:

- (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.

Our payment for loss of or damage to this leased property will not exceed the lesser of:

- (a) The value stated in the lease agreement; or
 - (b) The replacement cost value;
- (8) Personal Property of Others that is:
 - (a) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises; and
 - (b) Business personal property belonging to your "ministers", managerial employees, officers or directors; or personal property of others used by you for business purposes.

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, except as provided in Section C -- Limitations of the Causes of Loss -- Special Form. 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, patios or other paved surfaces, except walks;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling 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 or growing crops; or lawns, except as provided in the Coverage Extensions;
- 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 at the premises described in the Declarations;
- m. Underground pipes, flues or drains;
- n. Electronic Data, except as provided under Additional Coverages,

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;

- o.** The cost to research, 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;

- q.** The following property while outside of buildings:

- (1)** Grain, hay, straw or other crops;

- (2)** Radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, except as provided in the Coverage Extensions;

- (3)** Signs (other than signs, radio and television antennas and satellite dishes attached to buildings or within 1,000 feet of the described premises), except as provided in the Coverage Extensions; and

- (4)** Trees, shrubs or plants (other than "stock" of trees, shrubs or plants), except as provided in the Coverage Extensions.

- r.** "Fine arts", except as provided in the Additional Coverages.

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 **(3)** and **(4)**, we will pay your expense 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 date of direct physical loss or damage.

- (2)** Debris Removal does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
 - (b) 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.
- (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) apply, 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). The total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

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

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 60 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 the actual cost of 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 \$25,000 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. Ordinance or Law

This Additional Coverage applies only to buildings to which the Replacement Cost coverage applies.

If a Covered Cause of Loss occurs to covered Building property, and causes the enforcement of any ordinance or law that (a) is in force at the time the cause of loss occurs, and (b) regulates the demolition, repair or reconstruction of that building, or establishes zoning or land use requirements at the described premises, we will pay:

- (1)** Up to \$350,000 for the actual loss in the replacement cost value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

This Additional Coverage does not increase the limit applicable to the covered buildings shown in the Declarations. This is not an additional amount of insurance.

- (2)** Up to \$350,000 for the amount you actually spend to demolish and clear the site of the undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

This is an additional amount of insurance.

- (3)** Up to \$250,000 for the amount you actually spend for the increased cost to repair, reconstruct, or remodel that building. Increased cost is the cost excess of that cost to:

- (a)** Repair or reconstruct the damaged or destroyed property; or
- (b)** To reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

to meet the minimum requirements of such ordinance or law, on the basis of its like kind and quality, at the time the Covered Cause of Loss occurs. If the property is repaired or reconstructed, it must be intended for a similar occupancy as the current property, unless otherwise required by zoning or land use law.

When a building is damaged or destroyed and we pay for an amount you actually spend for the increased cost to repair,

reconstruct, or remodel that building, we will also pay for:

- (a)** The cost of excavations, grading, backfilling and filling;
- (b)** The foundation of the building;
- (c)** Pilings; and
- (d)** Underground pipes, flues and drains.

The items listed in Paragraphs **(3)(a)** through **(3)(d)**, immediately above, are deleted from Property Not Covered, but only with respect to the coverage described in this Additional Coverage for increased cost to repair, reconstruct or remodel the building.

This is an additional amount of insurance.

We will not pay for increased construction costs under this Coverage Part:

- (a)** Until the property is actually repaired or replaced, at the same premises or elsewhere; and
- (b)** Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

We will not pay more:

- (1)** If the property is repaired or replaced on the same premises, than the amount you actually spend to:

- (a)** Demolish and clear the site; and
- (b)** Repair, rebuild or reconstruct the property but not for more than property of the same height, floor

area and style on the same premises.

(2) If the property is not repaired or replaced on the same premises, than:

(a) The amount you actually spend to demolish and clear the site of the described premises; and

(b) The cost to replace, on the same premises, the damaged or destroyed property with other property:

(i) Of comparable material quality;

(ii) Of the same height, floor area and style; and

(iii) Used for the same purpose.

The terms of this Additional Coverage shall apply separately to each covered building to which this Additional Coverage applies.

The terms of this Additional Coverage shall not apply to:

(1) Any property or building that is not Covered Property;

(2) Any covered building that has not been damaged by a Covered Cause of Loss;

(3) Loss due to any ordinance or law that you were required to comply with, and that you failed to comply with before the loss occurred;

(4) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

(5) Any costs associated with the enforcement of an ordinance or

law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

The Ordinance or Law exclusion does not apply to this Additional Coverage.

f. Indirect Loss -- Blanket Insurance

The most we will pay under this Additional Coverage is \$100,000 for any combination of these coverages:

(1) "Business Income"

We will pay for the actual loss of "Business Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration", caused by property damage from a Covered Cause of Loss to property at the locations described in the Declarations.

The amount of "Business Income" loss will be determined based on:

(a) The "Net Income" of the business before the direct physical loss or damage occurred;

(b) The likely "Net Income" of the business if no physical loss or damage had occurred;

(c) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and

(d) Other relevant sources of information, including:

(i) Your financial records and accounting procedures;

- (ii) Bills, invoices and other vouchers; and
- (iii) Deeds, liens or contracts.

Extended "Business Income":
If the necessary "suspension" of your "operations" produces a "Business Income" loss payable under this policy, we will pay for the actual loss of "Business Income" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability or your "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore tenant occupancy or your "operations", with reasonable speed, to the level which would generate the "Business Income" including "Rental Value" amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in (a) above.

(2) "Extra Expense"

We will pay for the expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay "Extra Expense" (other than the expense to repair or replace property) to:

- (a) Avoid or minimize the "suspension" of business and to continue operations at the described premises

or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.

- (b) Minimize the "suspension" of business if you cannot continue "operations".
- (c) Repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable.

The amount of "Extra Expense" will be determined based on:

- (a) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (i) The salvage value that remains of any property bought for temporary use during the "period of restoration" once "operations" are resumed; and
 - (ii) Any "Extra Expense" that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (b) Necessary expenses that reduce the "Business Income" loss that otherwise would have been incurred.

Valuable papers and records and electronic data are not covered except as elsewhere provided in this policy.

(3) Tuition Fees

We will pay for actual loss of "Net Income" from "Tuition Fees" plus continuing normal operating expenses that would have been earned or incurred. We will pay only when there is a loss or damage to Covered Property by a Covered Cause of Loss.

This coverage is not limited by the expiration date of this policy, but ends on the earlier of:

- (a)** The day before the opening of the next "school term" following the date when, with reasonable speed and similar quality, the property should be repaired, rebuilt or replaced; or
- (b)** The date when the "school term" is resumed at a new permanent location.

(4) Emergency Evacuation

We will pay the reasonable expenses you incur in the evacuation of the premises described in the Declarations as a result of an unforeseen event which places the occupants in imminent danger of direct physical harm. This Additional Coverage applies only if there is actual or threatened loss or damage to Covered Property that results from a Covered Cause of Loss.

We will not pay for expenses under this Additional Coverage arising out of:

- (a)** A strike or bomb threat, unless evacuation is ordered by a civil authority; or
- (b)** A planned evacuation drill or false alarm.

(5) Civil Authority

We will pay for the actual loss of "Business Income" you sustain and necessary "Extra

Expense" caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for "Extra Expense" will begin immediately after the time of that action and will end:

- (a)** 3 consecutive weeks after the time of that action; or
- (b)** When your Business Income coverage ends;

whichever is later.

(6) Alterations and New Buildings

We will pay for the actual loss of "Business Income" you sustain and necessary "Extra Expense" you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (a)** New buildings or structures, whether complete or under construction;
- (b)** Alterations or additions to existing buildings or structures; and
- (c)** Machinery, equipment, supplies or building materials located on or within 1,000 feet of the described premises and:
 - (i)** Used in the construction, alterations or additions; or
 - (ii)** Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

(7) Violent Incident

We will pay for the actual loss of "Business Income" you sustain due to the necessary "suspension" of your "operations", caused by a "violent incident" at a location described in the Declarations. But this coverage will apply only if no other coverage is provided within this coverage form or by the attachment of any endorsement to this policy, for such loss of "Business Income" from a "violent incident".

Determination of the "Business Income" loss under this Additional Coverage will be calculated only for the location where the "violent incident" occurred.

The amount of "Business Income" loss will be determined based on:

- (a) The "Net Income" of the business before the "violent incident" occurred;
- (b) The likely "Net Income" of the business if no "violent incident" had occurred;
- (c) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the "violent incident"; and
- (d) Other relevant sources of information, including:
 - (i) Your financial records and accounting procedures;

(ii) Bills, invoices and other vouchers; and

(iii) Deeds, liens or contracts.

This coverage begins 72 hours after the time of the "violent incident" at the described premises and ends on the earlier of:

- (a) 90 days after the date of the "violent incident"; or
- (b) The date you could restore your "operations", with reasonable speed, to the level which would generate the "Business Income" amount that would have existed if no "violent incident" had occurred.

This coverage is not cut short by the expiration date of this policy.

This Additional Coverage does not serve to create coverage for any loss of "Business Income" from a "violent incident" that is excluded under the terms of any terrorism exclusion, if such exclusion has been added to this Coverage Part or Policy by endorsement.

g. Damage to Buildings from Theft, Burglary or Robbery

When Building loss or damage (except by fire or explosion) directly resulting from theft, burglary or robbery (including attempted thereat), occurs, we will pay for that part of the building, occupied by you and containing Your Business Personal Property, and to equipment therein pertaining to the service of the building but not building property or equipment, removed from designated premises, provided you are the owner of such building or equipment or are liable for such building or equipment or are liable for such damage.

Section D., Deductible applies to this Additional Coverage.

h. Sewer, Drain or Sump Backup or Overflow

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from water that backs up or overflows from a sewer, drain or sump.

The opening (of the sewer, drain or sump) from which the water backs up or overflows must be located in:

- (1) The insured building; or
- (2) If you are a tenant, the building you rent, lease or occupy.

Section **D.**, Deductible applies to this Additional Coverage.

This Additional Coverage is subject to the Limitations in the Causes of Loss Form.

i. Electronic Data

(1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.

(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 \$5,000 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.

j. Leasehold Interest and Cancelled Lease Moving Expenses

We will pay for loss of the "lease differential costs" and "cancelled lease moving expenses" you sustain due to the cancellation of your lease. The cancellation must result from direct physical loss or damage to property at the premises described in the Declarations caused by or resulting from a Covered Cause of Loss.

We will pay under this Additional Coverage when the loss or damage exceeds \$500 and \$10,000 is the most we will pay for the sum of any combination of "lease differential costs" and "cancelled lease moving expenses" arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

This is an additional amount of insurance.

This Additional Coverage does not apply if you cancel your lease for reasons other than direct physical loss or damage to property at the premises described in the Declarations.

Our payments for loss end after 90 days of the date on which the Covered Cause of Loss occurs.

k. Fine Arts

We will pay for direct physical loss or damage to your "fine arts" caused by or resulting from a Covered Cause of Loss.

Loss or damage covered under this Additional Coverage is subject to the "actual cash value" provision **a.**, and **b.** of **E.**, Loss Conditions, **7.** Valuation.

The most we will pay for loss or damage under this Additional Coverage is \$25,000 in any one occurrence.

We will not pay for loss or damage to "fine arts" under this Additional

Coverage caused by or resulting from:

(1) Breakage, marring, or scratching unless such loss or damage is caused by or resulting from a Covered Cause of Loss; or

(2) Any repairing, restoration or retouching of the "fine arts".

Section **D.**, Deductible applies to this Additional Coverage.

l. Refrigerated Products Loss

We will pay for consequential loss to the contents of deep freeze or refrigeration units on the described premises resulting from power or utility failure to the described premises; damage to the generating or transmission equipment; or mechanical or electrical failure of the refrigeration system, provided the refrigeration system has been maintained in proper working condition.

We will pay under this Additional Coverage when the loss or damage exceeds \$500 and \$25,000 is the most we will pay in any one occurrence for the part of the loss or damage that exceeds \$500.

m. Fire Extinguisher and Automatic Fire Suppression System Recharge -- Blanket Insurance

The most we will pay under this Additional Coverage is \$10,000 for any one of the following coverages or a combination of these coverages:

(1) Fire Extinguisher Recharge

The necessary expenses incurred to recharge a portable fire extinguisher when it has been discharged to combat a fire at the described premises. No deductible applies to this coverage.

(2) Automatic Fire Suppression Recharge

The necessary expenses incurred to recharge any

automatic fire suppression system when the loss is caused by leakage or discharge.

This coverage applies only if the leakage or discharge is caused by a Covered Cause of Loss. No deductible applies to this coverage.

n. Earthquake Sprinkler Leakage

We will pay for direct physical loss or damage to Covered Property at the described premises caused by sprinkler leakage resulting from an earthquake. All earthquake shocks that occur within any 168-hour period will constitute a single earthquake. The expiration of this policy will not reduce the 168-hour period.

The most we will pay under this Additional Coverage is \$10,000 during each separate 12-month policy period.

The Additional Condition, Coinsurance, shall not apply to this Additional Coverage. Section D., Deductible applies to this Additional Coverage.

We will not pay under this Additional Coverage for loss or damage caused directly or indirectly by:

- (1) Tidal wave or tsunami, even if attributable to an earthquake;
- (2) Volcanic eruption, explosion or effusion of a volcano, even if attributable to an earthquake; or
- (3) Earthquake that begins before the inception of this insurance policy.

The Earth Movement Exclusion in the applicable Causes of Loss form does not apply to this Additional Coverage.

o. Utility Services -- Direct Damage

We will pay for loss or damage to Covered Property at the premises described in the Declarations caused by or resulting from an interruption in utility service to the

described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to a "Water Supply Service", "Communication Supply Service", or "Power Supply Service".

Coverage under this Additional Coverage for loss or damage to Covered Property does not apply to loss or damage to electronic data. The term electronic data has the meaning described under Property Not Covered, Electronic Data.

The most we will pay for loss or damage under this Additional Coverage, Utility Services Direct Damage is \$10,000 in any one occurrence.

p. Utility Services -- Time Element

We will pay for the actual loss of "Business Income" you sustain and necessary "Extra Expense" you incur due to a "suspension" of "operations" at the described premises caused by an interruption in utility service to that premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to a "Water Supply Service", "Communication Supply Service", or "Power Supply Service".

Coverage under this Additional Coverage does not apply to "Business Income" or "Extra Expense" related to interruption in utility service which causes loss or damage to electronic data. The term electronic data has the meaning described under Property Not Covered, Electronic Data.

The most we will pay under this Additional Coverage, Utility Services -- Time Element is \$10,000 in any one occurrence.

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 1,000 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.

(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;
- (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; or
- (iii) Business personal property that you newly acquire, located at the described premises.

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

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

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

Subject to Section D., Deductible, the most we will pay for loss or damage under this Extension is \$2,000,000 at each building.

b. Personal Effects and Property of Others

(1) You may extend the insurance that applies to Your Business Personal Property at the premises described in the Declarations to apply to personal effects and personal property of others.

The most we will pay for loss or damage to personal effects and personal property of others

under this Extension is \$25,000 in any one occurrence. No deductible applies.

- (2) Under this Extension, we will pay for loss or damage (except from theft or disappearance) to personal effects and personal property of others while it is away from the described premises and is being used for business purposes or during your sponsored activities when the loss or damage exceeds \$250, and \$2,500 is the most we will pay for loss or damage during each separate 12-month policy period.

Under this Paragraph (2):

- (a) The Coverage Territory condition does not apply; and
- (b) Coverage applies while the personal effects and personal property of others are anywhere in the world.

But we will not pay under Paragraph (2) for any of the types of property described in 2. Property Not Covered of section A. Coverage.

Loss or damage covered under this Extension is subject to replacement cost provisions a., b., c., d., e. and f. of Loss Condition, Valuation. The Optional Coverage, Actual Cash Value shall not apply to this Extension.

We will not pay for any loss or damage under this Extension to personal effects and personal property of others:

- (1) At any residence premises; or
- (2) While in transit or in the care, custody, or control of a public carrier.

Insurance under this Extension is excess of the property owner's insurance, which is primary, whether the owner can collect on it or not. Our payment for loss of or damage to personal property of others and personal effects 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 research, 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 on electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

- (2) We will pay under this Extension to replace and restore the lost information, when the loss or damage exceeds \$500 and \$50,000 is the most we will pay 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

You may extend the insurance provided by this Coverage Form to apply to your Covered Property (but excluding personal property of others except as provided under Coverage Extension -- Personal Effects and Property of Others) while it is away from the described premises, if it is:

- (1) Temporarily at a location you do not own, lease or operate;
- (2) In storage at a location you lease, provided the lease was

executed after the beginning of the current policy term; or

- (3) At any fair, trade show or exhibition.

This Extension also applies to Covered Property while in transit including direct loss or damage caused by collision (except contact with a roadbed), derailment, or overturn of a transporting land conveyance.

The Coverage Territory condition does not apply to this Extension; coverage applies while the Covered Property is anywhere in the world. We will pay under this Extension when the loss or damage exceeds \$500, and \$50,000 is the most we will pay for the part of the loss or damage that exceeds \$500.

e. Radio and Television Antennas (Including Satellite Dishes)

You may extend the insurance provided by this Coverage Form to apply to your radio and television antennas (including satellite dishes), including debris removal expense, caused by or resulting from any Covered Cause of Loss.

We will pay under this Extension when the loss or damage exceeds \$500 and \$15,000 is the most we will pay in any one occurrence for the part of the loss or damage that exceeds \$500.

f. Appurtenant Buildings and Property in the Open

You may extend the insurance that applies to Building to apply to appurtenant buildings and personal property in the appurtenant buildings located on the premises of any covered building.

This Extension applies only if loss or damage is caused by a Covered Cause of Loss, and does not include any appurtenant building or property which is used in whole or in part for mercantile, manufacturing or farming purposes.

You may also extend the insurance that applies to Building to apply to

park and playground equipment, gravestones, markers and freestanding structures built for use or ornamentation on, above or below the surface of land. The structures must be owned by you and located on the described premises.

We will pay under this Extension when the loss or damage exceeds \$500, and \$50,000 is the most we will pay in any one occurrence for the part of the loss or damage that exceeds \$500.

g. Trees, Shrubs, Plants and Lawns

You may extend the insurance provided by this Coverage Form to cover your trees, shrubs, plants and lawns, including debris removal expense, at the described premises against loss by fire, lightning, theft, explosion, riot, civil commotion, vehicle damage, aircraft and vandalism. We will pay under this Extension when the loss or damage exceeds \$500 and \$25,000 is the most we will pay for the part of the loss or damage that exceeds \$500, but not more than \$2,500 on any one tree, shrub, plant or lawn.

h. Outdoor Signs

You may extend the insurance provided by this Coverage Form to apply to outdoor signs wherever located which are:

- (1) Owned by you; or
- (2) Owned by others and in your care, custody and control;

excluding only loss by wear and tear, latent defect, corrosion, rust or mechanical breakdown.

We will pay under this Extension when the loss or damage exceeds \$500, and \$15,000 is the most we will pay in any one occurrence for the part of the loss or damage that exceeds \$500.

i. 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.

j. Installed Locks

You may extend the insurance provided by this Coverage Form to apply to the repair, replacement or recalibration of professionally installed interior or exterior door locks if keys are stolen during a covered theft, burglary or robbery loss. The most we will pay under this Extension is \$10,000. No deductible applies to this Extension.

k. Information Reward

We will pay for information which leads to a conviction for arson, theft, or vandalism in connection with a fire or explosion, theft or

vandalism, or any combination of these causes of loss. The most we will pay under this Extension regardless of the number of persons involved in providing this information is the lesser of:

- (1) \$15,000; or
- (2) The amount of loss or damage paid to you as a result of the fire, explosion, theft, vandalism, or any combination of these causes of loss in which the information leading to a conviction was provided.

No deductible applies to this Extension.

l. Dwelling Personal Property

You may extend the insurance that applies to any dwelling occupied by not more than four families and described in the Declarations Page to apply to personal property in that dwelling that is owned by you for use by an employee.

The most we will pay for loss or damage to property in the dwelling under this Extension is \$2,500.

m. Maintenance Equipment

If our payment for direct physical loss or damage to Covered Property exhausts the Limits of Insurance for Covered Property, we will pay an additional amount for loss or damage to personal property owned by you that is used to maintain or service the building or structure on your described premises.

This is an additional amount of insurance and the most we will pay for loss or damage under this Extension is \$10,000 in any one occurrence.

n. Automated External Defibrillator (AED)

If our payment for direct physical loss or damage to Covered Property exhausts the Limits of Insurance for Covered Property, we will pay an additional amount for

loss or damage to automated external defibrillators.

This is an additional amount of insurance and the most we will pay for loss or damage under this Extension is \$5,000 in any one occurrence.

o. Installation Property

You may extend the insurance that applies to your Covered Property to apply to "installation property" while at a location where you are performing installation or fabrication of property that will be utilized in your business operations.

This Extension does not apply to:

- (1) Damage to the building in which "installation property" is being installed or fabricated;
- (2) Missing "installation property" where the only evidence of the loss or damage is a shortage disclosed on taking inventory or other instances where there is not physical evidence to show what happened to the property; or
- (3) Trees, shrubs, or plants that are to be planted at the location where you are performing installation or fabrication.

We will pay under this Extension when the loss or damage exceeds \$500 and \$5,000 in any one occurrence is the most we will pay for the part of the loss or damage that exceeds \$500.

p. Accounts Receivable

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

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

- (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

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

We cover your records of accounts receivable while within the interior of the described premises or while in transit between described premises. If your records of accounts receivable are in imminent danger of loss or damage from a Covered Cause of Loss at your described premises, we will also cover such records while away from your described premises at a safe place or while in transit between your described premises and the safe place.

We will not pay for any loss or damage resulting from any of the following:

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

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

- (2) Bookkeeping, accounting or billing errors or omissions;
- (3) Electronic or magnetic injury, disturbance or erasure of electronic records of accounts receivable; or
- (4) Loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

The most we will pay for loss or damage under this Extension is \$50,000 in any one occurrence. If you cannot accurately establish the amount of accounts receivable

outstanding at the time of loss or damage, the following method will be used:

- (1) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
- (2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.

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

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

q. Loss Data Preparation Expenses

You may extend the insurance provided by this Coverage Form to apply to the necessary expenses that you incur at our request to prepare loss data, for purposes of assisting us in the determination of the amount of loss. This includes the cost of appraisals, taking inventories, and the preparation of other documentation required to show the extent of loss.

We will not pay for any expenses billed by or payable to insurance adjusters or attorneys or any costs as described in Paragraph 2. Appraisal of **E. Loss Conditions**. The most we will pay under this Extension in any one occurrence is \$5,000. No deductible applies to this Extension.

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 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. Ordinance or Law coverage for the increased cost to repair or reconstruct property and the amount actually spent to demolish and clear the site of the undamaged parts of the property;
4. Indirect Loss -- Blanket Insurance;
5. Electronic Data;
6. Leasehold Interest and Cancelled Lease Moving Expenses;
7. Fine Arts;
8. Fire Extinguisher & Automatic Fire Suppression System Recharge; and
9. Utility Service -- Time Element.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance.

1. Preservation of Property;
2. Damage to Buildings from Theft, Burglary or Robbery;
3. Sewer, Drain or Sump Backup or Overflow;
4. Ordinance or Law Coverage for the actual loss in value resulting from the

required demolition of the undamaged parts of the same property;

- 5. Refrigerated Products Loss;
- 6. Earthquake Sprinkler Leakage; and
- 7. Utility Service -- Direct Damage.

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 Additional 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 No. 1:

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance -- Bldg. 1:	\$ 60,000
Limit of Insurance -- Bldg. 2:	\$ 80,000
Loss to Bldg. 1:	\$ 60,100
Loss to Bldg. 2:	\$ 90,000

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

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

\$60,100	
- 250	
<u>\$59,850</u>	Loss Payable -- Bldg. 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable

for Bldg. 2. Loss payable for Bldg. 2 is the Limit of Insurance of \$80,000.

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

Example No. 2:

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

The Deductible and Limits of Insurance are the same as those in Example No. 1.

Loss to Bldg. 1: (exceeds Limit of Insurance plus Deductible)	\$ 70,000
Loss to Bldg. 2: (exceeds Limit of Insurance plus Deductible)	\$ 90,000
Loss Payable -- Bldg. 1: (Limit of Insurance)	\$ 60,000
Loss Payable -- Bldg. 2: (Limit of Insurance)	\$ 80,000
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.

With respect to any form which is applicable to this Coverage Part and is subject to the provisions of this Coverage Form, a reference in such form to:

- Actual Cash Value Condition;
- Loss Condition, Actual Cash Value;
- "Actual cash value" in the Valuation Loss Condition; or
- Valuation Condition providing "actual cash value";

shall be construed as a reference to Optional Coverage, Actual Cash Value in this Coverage Form, except as provided in g. of 7. Valuation.

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 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 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 sub-lessee and used by the lessee or sub-lessee 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.
- (3) Dwellings maintained for occupancy by a "minister" or staff member, whether paid or not, will not be considered vacant at any time.

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 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 replacement cost (without deduction for depreciation), except as provided in **g.**, **h.**, **i.** and **j.** below.
- b. This condition does not apply to:
 - (1) Contents of a residence;
 - (2) "Fine arts"; or
 - (3) "Stock," unless the Including "Stock" option is shown in the Declarations.

The value of covered property in (1), (2) and (3) above will be determined according to the "actual cash value" of such property at the time of loss or damage.

- 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 that replacement cost 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 repairs or replacement are made as soon as reasonably possible after the loss or damage.

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

 - (3) If the conditions in **d.(1)** and **d.(2)** above are not met, the value of tenant's improvements and betterments will be determined as a proportion of your original cost, as set forth

in the Valuation Condition **j.** of this Coverage Form; and

- (4)** We will not pay for loss or damage to tenant's 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, on the same premises, 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 any ordinance or law regulating the construction, use or repair of any property, except as provided in the Additional Coverages.
- g.** When a form, which is applicable to this Coverage Part and is subject to the provisions of this Coverage Form, indicates it replaces subparagraphs **a.** and **b.**, or the Actual Cash Value part, of the Valuation condition, such form shall be construed as replacing subparagraphs **a.**, **b.**, **c.**, **d.**, **e.** and **f.** of this condition, except when Optional Coverage, Actual Cash Value in this Coverage Form applies.

h. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

i. Glass at the cost of replacement with safety glazing material if required by law.

j. Tenant's 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 No. 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): $\$100,000 \div \$200,000 = .50$

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 No. 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 No. 3:

When:

The value of the property is:
Bldg. at Location No. 1: \$75,000
Bldg. at Location No. 2: \$100,000

Personal Property at Location No. 2: $\$75,000$
\$250,000

The Coinsurance percentage for it is: 90%

The Limit of Insurance for Buildings and Personal Property at Locations:

No. 1 and No. 2 is: \$180,000
The Deductible is: \$1,000

The amount of loss is:
Bldg. at Location No. 2: \$30,000

Personal Property at Location No. 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): $\$180,000 \div \$225,000 = .80$

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 substantial 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.

With respect to a form which is applicable to this Coverage Part and is subject to the provisions of this Coverage Form, a reference in such form to:

Replacement Cost Optional Coverage;
Replacement Cost Coverage Option; or
Optional Coverage, Replacement Cost;

shall be construed as a reference to subparagraphs a., b., c., d., e. and f. of Loss Condition, Valuation in this Coverage Form.

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 Protection

The Limit of Insurance for property to which this optional coverage applies shall automatically be adjusted in accordance with the current local cost index.

3. Actual Cash Value

Valuation of Covered Property will be determined at "actual cash value" regardless of whether that property has sustained partial or total loss or damage. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.

When this optional coverage applies and a form, which is applicable to this Coverage Part and is subject to the provisions of this Coverage Form, indicates it modifies subparagraphs **a.** and **b.**, or the Actual Cash Value part, of the Valuation condition, such form shall be construed as modifying this optional coverage.

a. "Actual cash value" replaces replacement cost provisions **a.**, **b.**, **c.**, **d.**, **e.** and **f.** in the Loss Condition, Valuation, of this Coverage Form.

b. If a coinsurance percentage of 80% or more or a Value Reporting period symbol is shown in the Declarations, and the cost to repair or replace the damaged building property is \$5,000 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 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 of fabric construction; and

(2) Outdoor equipment;

whether permanently attached to the building structure or not.

H. DEFINITIONS

1. "**Actual Cash Value**" means loss or damage calculated as the lesser of:

a. The amount it would cost to repair or replace covered property with material of like kind and quality, subject to a deduction for deterioration, depreciation or obsolescence, however caused; or

b. The market value of covered property, based upon recent sales of comparable property, if available.

2. "**Business Income**" means the "Net Income" that the insured would have incurred or earned, plus continuing normal operating expenses incurred, including payroll. "Business Income" includes "Rental Value"; however, it does not include "Tuition Fees".

3. "**Cancelled Lease Moving Expenses**" means any moving expenses associated with a relocation which is necessitated by a cancellation of your lease resulting from direct physical loss or damage to property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

4. **"Communication Supply Service"** means property supplying communications services, including telephone, radio, microwave or television services to the described premises, such as:

- a. Communication transmission lines including optic fiber transmission lines;
- b. Coaxial cables; and
- c. Microwave radio relays except satellites.

"Communication Supply Service" does not include overhead transmission lines.

5. **"Extra Expense"** means the excess (if any) of total cost incurred during the "period of restoration" chargeable to your operations, over and above the total cost that would have been incurred to conduct the business during the same period had no damage or destruction occurred. The salvage value of property obtained for temporary use during the "period of restoration" which remains after the resumption of normal operations shall be taken into consideration in the adjustment of any loss.

6. **"Fine Arts"** means paintings, etchings, pictures, marbles, bronzes, tapestries, rare or art glass, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, icons, torahs, and similar property of rarity, historical value, or artistic merit.

"Fine Arts", however, does not include stained glass windows.

7. **"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.

8. **"Installation Property"** means materials, supplies and fixtures in which you have an interest and which will become a permanent part of your installation or fabrication project.

9. **"Lease Differential Costs"** means the difference between the actual monthly rent you pay at a premises you lease and to which you have relocated and the actual monthly rent you paid at the

premises in which you most recently leased and from which you relocated.

10. **"Minister"** means a person:

- a. Employed by;
- b. Duly assigned to; or
- c. Duly appointed by

you to attend to the spiritual needs of the congregation.

11. **"Net Income"** means total receipts less operating expenses.

12. **"Operations"** means:

- a. Your business activities occurring at the described premises; and
- b. The tenantability of the described premises.

13. **"Period of Restoration"** means the period of time that:

a. Begins:

(1) 72 hours after the time of direct physical loss or damage for "Business Income" coverage; or

(2) Immediately after the time of direct physical loss or damage for "Extra Expense" coverage;

caused by or resulting from any Covered Cause of Loss at the described premises; and

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; or

(2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- a. Regulates the construction, use or repair, or requires the tearing down of any property; or
- b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

14. "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.

15. "Power Supply Service" means the following types of property supplying electricity, steam or gas to the described premises:

- a. Utility generating plants;
- b. Switching stations;
- c. Substations;
- d. Transformers; and
- e. Transmission lines.

"Power Supply Service" does not include overhead transmission lines.

16. "Rental Value" means:

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

17. "School Term" means the annual period beginning in the fall as prescribed or as would be prescribed in the school catalog.

18. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packaging or shipping.

19. "Suspension" means:

- a. The slowdown or cessation of your business activities; or
- b. That a part or all of the described premises is rendered untenable.

20. "Tuition fees" means the sum of tuition, fees and other income from students, including fees from room, board, laboratories and other similar sources.

21. "Violent incident" means:

- a. An incident of violence that is caused by an intentional criminal act or a series of related intentional criminal acts (including, but not limited to, a bombing or a shooting) that results in one or more persons, excluding the perpetrator(s), sustaining "critical injury"; or
- b. Holding of persons against their will by force or threat of force by someone who threatens to inflict "critical injury", and the circumstances cause a reasonable adult to conclude that the persons being held against their will are at risk of "critical injury".

"Critical injury", as used herein, means:

- (1) Death of a person; or
- (2) Injury to a person involving significant damage to one or more vital organs, or other serious physical injury, if such injury results in the probability of death if aggressive medical treatment is not provided.

"Critical injury" does not include emotional or mental injury.

Any and all related acts associated with Paragraphs **a.** and **b.**

immediately above will be considered one "violent incident" regardless of the time in which the events occur or location of events. A "violent incident" with multiple events will be said to occur at the time of the first related "violent incident".

However, "violent incident" does not mean the written or verbal

threat of carrying out an event as described in Paragraphs **a.** and **b.** immediately above.

22. "Water Supply Service" means the following types of property supplying water to the described premises:

- a.** Pumping stations; and
- b.** Water mains.

COMMERCIAL PROPERTY CONDITIONS

GENERAL

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.

CAUSES OF LOSS -- BASIC FORM

A. COVERED CAUSES OF LOSS

When Basic is shown in the Declarations, Covered Causes of Loss means the following:

1. Fire.
2. Lightning.
3. Explosion, including 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. This cause of loss does not include loss or damage by:
 - a. Rupture, bursting or operation of pressure-relief devices; or
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water.
4. Windstorm or Hail, but not including:
 - a. Frost or cold weather;
 - b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
 - c. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.
5. Smoke causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.
6. Aircraft or Vehicles, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle with the described property or with the building or structure containing the described property. This cause of loss includes loss or damage by objects falling from aircraft.

We will not pay for loss or damage caused by or resulting from vehicles you own or which are operated in the course of your business.

7. Riot or Civil Commotion, including:
 - a. Acts of striking employees while occupying the described premises; and
 - b. Looting occurring at the time and place of a riot or civil commotion.
8. Vandalism, meaning willful and malicious damage to, or destruction of, the described property.

We will not pay for loss or damage caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.

9. Sprinkler Leakage, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.

If the building or structure containing the Automatic Sprinkler System is Covered Property, we will also pay the cost to:

- a. Repair or replace damaged parts of the Automatic Sprinkler System if the damage:
 - (1) Results in sprinkler leakage; or
 - (2) Is directly caused by freezing.
- b. Tear out and replace any part of the building or structure to repair damage to the Automatic Sprinkler System that has resulted in sprinkler leakage.

Automatic Sprinkler System means:

- (1) Any automatic fire protective or extinguishing system, including connected:
 - (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;

- (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire protective system:
- (a) Non-automatic fire protective systems; and
 - (b) Hydrants, standpipes and outlets.

10. Sinkhole Collapse, meaning loss or damage caused by 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:

- a. The cost of filling sinkholes; or
- b. Sinking or collapse of land into man-made underground cavities.

11. Volcanic Action, meaning 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.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

This cause of loss 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.

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 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 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 or Volcanic Action, we will pay for the loss or damage caused by that fire or Volcanic Action.

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

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

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 results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply:

- (1)** When "fungus", wet or dry rot or bacteria results 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:

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.** Rupture or bursting of water pipes (other than Automatic Sprinkler Systems) unless caused by a Covered Cause of Loss.
- c.** Leakage or discharge of water or steam from any part of a system or appliance containing water or steam (other than an Automatic Sprinkler System), unless the leakage or discharge occurs because the system or appliance was damaged by a Covered Cause of Loss. But we will not pay for loss or damage caused by or resulting from 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.
- d.** 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.

e. Mechanical breakdown, including rupture or busting caused by centrifugal force.

But if mechanical breakdown results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

f. Neglect of an insured to use all reasonable means to save and

preserve property from further damage at and after the time of loss.

Extended Period of Indemnity Optional Coverage or any variation of these.

3. 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

- (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.

C. ADDITIONAL COVERAGE LIMITED COVERAGE FOR "FUNGUS", WET ROT, DRY ROT AND BACTERIA

1. The coverage described in **C.2.** and **C.6.** only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a. A Covered Cause of Loss other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
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 restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under **C.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of Covered Causes of Loss (other than fire or lightning) 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 continues to be present or active, or recurs, in a later policy period.
 4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "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 causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
 5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph **b.** of Covered Cause Of Loss **9.** Sprinkler Leakage.
 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.

D. LIMITATION

We will pay for loss of animals only if they are killed or their destruction is made necessary.

E. DEFINITIONS

"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.

EQUIPMENT BREAKDOWN COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS -- BASIC FORM
CAUSES OF LOSS -- BROAD FORM
CAUSES OF LOSS -- SPECIAL FORM

- A.** The following is added as Additional Coverage to the Causes of Loss -- Basic Form, Broad Form or Special Form.

Additional Coverage -- Equipment Breakdown

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident." As used in this Additional Coverage, "accident" means a fortuitous event that causes direct physical damage to "covered equipment." The event must be one of the following:
 - a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. Artificially generated electrical, magnetic or electromagnetic energy, including electric arcing, that damages, disturbs, disrupts or otherwise interferes with any electrical or electronic wire, device, appliance, system or network;
 - c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

2. The following coverages also apply to the direct result of an "accident." These coverages do not provide additional amounts of insurance.

a. Expediting Expenses

With respect to your damaged Covered Property, we will pay, the reasonable extra cost to:

- (1) make temporary repairs; and
- (2) expedite permanent repairs or permanent replacement.

The most we will pay for loss or expense under this coverage is \$50,000.

b. Hazardous Substances

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in **2.c.(1)(b)** below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.

The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$50,000.

c. Spoilage

(1) We will pay:

- (a)** for physical damage to "perishable goods" due to spoilage;
- (b)** for physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;
- (c)** any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(2) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "accident," less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.

The most we will pay for loss, damage or expense under this coverage is \$100,000.

d. Data Restoration

We will pay for your reasonable and necessary cost to research, replace and restore lost "data."

The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$50,000.

e. Service Interruption

(1) Any insurance provided for Business Income, Extra Expense or Spoilage is extended to apply to your loss, damage or expense caused by the interruption of

utility services. The interruption must result from an "accident" to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.

(2) We will not pay for any loss of Business Income you sustain that results from the interruption of utility services during the first 24 hours following the "accident." However, if the "period of restoration" begins more than 24 hours after the time of the direct physical damage for Business Income, then that time period will apply instead of the 24 hours provided for in this paragraph.

(3) The most we will pay in any "one accident" for loss, damage or expense under this coverage is the applicable limit for Business Income, Extra Expense or Spoilage.

f. Business Income and Extra Expense

Any insurance provided under this coverage part for Business Income or Extra Expense is extended to the coverage provided by this endorsement. The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense.

g. Animals

We will pay for loss or damage to animals, that are owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings.

The most we will pay for loss or damage under this coverage is \$50,000.

3. EXCLUSIONS

All exclusions in the Causes of Loss form apply except as modified below and to the extent that coverage is specifically provided by this Additional Coverage Equipment Breakdown.

a. The following exclusions are modified:

- (1) If the Causes of Loss -- Basic Form or Causes of Loss -- Broad Form applies, the following is added to Exclusion **B.2.**:

Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions.

However, if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident."

- (2) The following is added to Exclusion **B.1.g.**:

However, if electrical "covered equipment" requires drying out because of Water as described in **g.(1)** through **g.(3)** above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

- (3) If the Causes of Loss -- Special Form applies, as respects this endorsement only,

- (a) the last paragraph of Exclusion **B.2.d.** is deleted and replaced with the following:

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

- (b) the second paragraph of Exclusion **B.1.h.** is deleted

and replaced with the following:

But if "fungus", wet or dry rot or bacteria results in an "accident", we will pay for the loss or damage caused by that "accident."

b. The following exclusions are added:

- (1) We will not pay for loss, damage or expense caused by or resulting from:

(a) your failure to use all reasonable means to protect Covered Property from damage following an "accident";

(b) a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment; or

(c) any of the following:

(i) defect, programming error, programming limitation, computer virus, malicious code, loss of "data", loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind; or

(ii) misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.

However, if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident."

c. With respect to Service Interruption coverage, we will also not pay for an "accident" caused by or resulting from: fire; lightning; windstorm or hail; explosion (except as specifically

- provided in **A.1.c.** above); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.
- d.** With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for:
- (1)** loss caused by your failure to use due diligence and dispatch and all reasonable means to resume business; or
 - (2)** any increase in loss resulting from an agreement between you and your customer or supplier.
- e.** We will not pay for any loss or damage to land (including land on which the property is located) or lawns.
- f.** We will not pay for any loss or damage to animals (except as specifically provided in **A.2.g.** above).
- g.** If the Causes of Loss -- Special Form applies, as respects to this endorsement only, the following provisions are modified under **E. Additional Coverage -- Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**:
- (1)** Paragraph **E.1.** is deleted and replaced by the following:
 - 1.** The coverage described in **E.2.** and **E.6.** only applies when the "fungus," wet rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a.** A "specified cause of loss" other than fire or lightning;
 - b.** Flood, if the Flood Coverage Endorsement applies to the affected premises; or
 - c.** An "accident."
 - (2)** Under Paragraph **E.3.**, the phrase "occurrences of 'specified causes of loss' (other than fire or lightning) and 'Flood'" is replaced with "accidents."

4. DEFINITIONS

The following definitions are added as respects to coverage provided by this endorsement:

a. "Covered equipment"

(1) "Covered equipment" means Covered Property:

(a) that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or

(b) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

(2) None of the following is "covered equipment":

(a) structure, foundation, cabinet, compartment or air supported structure or building;

(b) insulating or refractory material;

(c) sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;

(d) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;

- (e) "vehicle" or any equipment mounted on a "vehicle";
 - (f) satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
 - (g) dragline, excavation or construction equipment; or
 - (h) equipment manufactured by you for sale.
- b. "Data" means information or instructions stored in digital code capable of being processed by machinery.
 - c. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
 - d. "Media" means material on which "data" is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.
 - e. "One accident" means: If an initial "accident" causes other "accidents," all will be considered "one accident." All "accidents" that are the result of the same event will be considered "one accident."
 - f. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
 - g. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."

B. The Building and Personal Property Coverage Form is modified as follows.

1. The definitions stated above also apply to section **B.** of this endorsement.

2. CONDITIONS

The following conditions are in addition to the Conditions in the Building and Personal Property Coverage Form, the Commercial Property Conditions and the Common Policy Conditions.

a. Suspension

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment." This can be done by mailing or delivering a written notice of suspension to:

- (1) your last known address; or
- (2) the address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment." If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

b. Jurisdictional Inspections

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

c. Environmental, Safety and Efficiency Improvements

If "covered equipment" requires replacement due to an "accident," we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

The most we will pay for loss, damage or expense under this endorsement arising from any "one accident" is the applicable Limit of Insurance in the Declarations. Coverage provided under this endorsement does not provide an additional amount of insurance.

WINDSTORM OR HAIL EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS -- BASIC FORM
 CAUSES OF LOSS -- BROAD FORM
 CAUSES OF LOSS -- SPECIAL FORM
 STANDARD PROPERTY POLICY

SCHEDULE

Premises Number	Building Number

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

With respect to the location(s) indicated in the Schedule, the following provisions apply.

A. The following is added to the **Exclusions** section and is therefore **not** a Covered Cause of Loss:

WINDSTORM OR HAIL

We will not pay for loss or damage:

1. Caused directly or indirectly by Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage; or
2. Caused by rain, snow, sand or dust, whether driven by wind or not, if that loss or damage would not have occurred but for the Windstorm or Hail.

But if Windstorm or Hail results in a cause of loss other than rain, snow, sand or dust, and that resulting cause of loss is a Covered Cause of Loss, we will pay for the loss or damage caused by such

Covered Cause of Loss. For example, if the Windstorm or Hail damages a heating system and fire results, the loss or damage attributable to the fire is covered subject to any other applicable policy provisions.

- B.** The terms of the Windstorm Or Hail exclusion, 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 policy.
- C.** Under **Additional Coverage -- Collapse**, in the Causes Of Loss -- Broad Form, Windstorm or Hail is deleted from Paragraph **2.a.**
- D.** In the Causes Of Loss -- Special Form, Windstorm or Hail is deleted from the "specified causes of loss".
- E.** Under **Additional Coverage Extensions -- Property In Transit**, in the Causes Of Loss -- Special Form, Windstorm or Hail is deleted from Paragraph **b.(1)**.

FLORIDA CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. When this endorsement is attached to Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.

B. The following provision applies when a Coinsurance percentage is shown in the Declarations:

Florida law states as follows:

Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the Insured.

C. The following is added:

If windstorm is a Covered Cause of Loss and loss or damage to Covered Property is caused by or results from windstorm, the following exclusion applies in:

1. Broward County;
2. Dade County;
3. Martin County;
4. Monroe County;
5. Palm Beach County; and
6. All the areas east of the west bank of the Intracoastal Waterway in the counties of:
 - a. Indian River; and
 - b. St. Lucie.

Windstorm Exterior Paint And Waterproofing Exclusion

We will not pay for loss or damage caused by windstorm to:

1. Paint; or
2. Waterproofing material;

applied to the exterior of buildings unless the building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- a. The amount of the Windstorm or Hail Deductible; or
- b. The value of Covered Property when applying the Coinsurance Condition.

D. The **Loss Payment** Condition dealing with the number of days within which we must pay for covered loss or damage is replaced by the following:

Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage upon the earliest of the following:

- (1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you;
- (2) Within 30 days after we receive the sworn proof of loss and:
 - (a) There is an entry of a final judgment; or
 - (b) There is a filing of an appraisal award with us; or
- (3) Within 90 days of receiving notice of an initial, reopened or supplemental claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90-day time period for payment of claim

relates to the portion of the claim that is not denied.

Paragraph (3) applies only to the following:

- (a) A claim under a policy covering residential property;
- (b) A claim for building or contents coverage if the insured structure is 10,000 square feet or less and the policy covers only locations in Florida; or
- (c) A claim for contents coverage under a tenant's policy if the rented premises are 10,000 square feet or less and the policy covers only locations in Florida.

E. Sinkhole Collapse Coverage Removed

Sinkhole Collapse coverage is removed, as indicated in Paragraphs E.1. through E.4.; and coverage for Catastrophic Ground Cover Collapse is added instead as set forth in Paragraph F.

1. In the Causes Of Loss -- Basic Form and in the Standard Property Policy, Sinkhole Collapse is deleted from the Covered Causes of Loss and sinkhole collapse is no longer an exception to the Earth Movement Exclusion.
2. In the Causes Of Loss -- Broad Form, Sinkhole Collapse is deleted from the Covered Causes of Loss and from the Additional Coverage -- Collapse; and sinkhole collapse is no longer an exception to the Earth Movement Exclusion.
3. In the Causes Of Loss -- Special Form, Sinkhole Collapse is deleted from the "specified causes of loss" and is no longer an exception to the Earth Movement Exclusion.
4. In the Mortgageholders Errors And Omissions Coverage Form, Sinkhole Collapse is deleted from the Covered Causes of Loss under Coverage B and from the "specified causes of loss", and is no longer an exception to the Earth Movement Exclusion.

Further, this Coverage Part does not insure against Sinkhole Loss as defined in Florida law unless an endorsement for Sinkhole Loss is made part of this policy. However, if Sinkhole Loss causes Catastrophic Ground Cover Collapse, coverage is provided for the resulting Catastrophic Ground Cover Collapse even if an endorsement for Sinkhole Loss is not made part of this policy.

- F. The following is added to this Coverage Part as a Covered Cause Of Loss. In the Causes Of Loss -- Special Form and Mortgageholders Errors And Omissions Coverage Form, the following is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage -- Collapse.

Catastrophic Ground Cover Collapse

We will pay for direct physical loss or damage to Covered Property caused by or resulting from catastrophic ground cover collapse, meaning geological activity that results in all of the following:

- (a) The abrupt collapse of the ground cover;
- (b) A depression in the ground cover clearly visible to the naked eye;
- (c) "Structural damage" to the building, including the foundation; and
- (d) The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a catastrophic ground cover collapse.

The **Earth Movement** Exclusion and the **Collapse** Exclusion do not apply to coverage for Catastrophic Ground Cover Collapse.

Coverage for Catastrophic Ground Cover Collapse does not increase the applicable Limit of Insurance. Regardless of whether loss or damage attributable to catastrophic ground cover collapse also qualifies as Sinkhole Loss or Earthquake (if either or both of those causes of loss are covered under this Coverage Part), only one Limit of Insurance will apply to such loss or damage.

G. The following applies to the **Additional Coverage -- Civil Authority** under the Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form and Extra Expense Coverage Form:

1. The Additional Coverage -- Civil Authority includes a requirement that the described premises are not more than one mile from the damaged property. With respect to described premises located in Florida, such one-mile radius does not apply.
2. The Additional Coverage -- Civil Authority is limited to a coverage period of up to four weeks. With respect to described premises located in Florida, such four-week period is replaced by a three-week period.
3. Civil Authority coverage is subject to all other provisions of that Additional Coverage.

H. The following provisions are added to the **Duties In The Event Of Loss Or Damage Loss Condition**:

- (1) A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this policy within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this policy under the Legal Action Against Us Condition, including any amendment to that condition.

- (2) Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.

I. The following definition of structural damage is added with respect to the coverage provided under this endorsement:

"Structural damage" means a covered building, regardless of the date of its construction, has experienced the following.

1. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
2. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the primary structural members or primary structural systems that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those primary structural members or primary structural systems exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
3. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical primary structural members to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
4. Damage that results in the building, or any portion of the building containing primary structural members or primary structural systems, being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
5. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.

FLORIDA -- SINKHOLE LOSS COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 FARM COVERAGE PART

SCHEDULE

Premises Number	Building Number

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

With respect to the location(s) indicated in the Schedule, the following provisions apply:

- A.** When this endorsement is attached to Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** When this endorsement is attached to the Farm Livestock Coverage Form, reference to loss (other than in the term Sinkhole Loss itself) means "loss" as defined in that Coverage Form.
- C.** The following is added to this Coverage Part as a Covered Cause of Loss. In the forms which address "specified causes of loss", the following is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage -- Collapse.

Sinkhole Loss, meaning loss or damage to Covered Property when "structural damage" to the covered building, including the foundation, is caused by settlement or systematic weakening of the earth supporting the covered building, only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Coverage for Sinkhole Loss includes stabilization of the building (including land

stabilization) and repair to the foundation, provided such work is in accordance with the requirements of Florida Insurance Law and in accordance with the recommendation of a professional engineer and with notice to you. The professional engineer must be selected or approved by us. However, until you enter into a contract for performance of building stabilization or foundation repair in accordance with the recommendations of the professional engineer as set forth in a report from us:

1. We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building; and
2. Our payment for Sinkhole Loss to Covered Property may be limited to the actual cash value of the loss to such property.

You must enter into a contract for the performance of building stabilization and/or foundation repair in accordance with the aforementioned recommendations, within 90 days after we notify you that there is coverage for your Sinkhole Loss. After you have entered into such contract, we will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred.

However, if the professional engineer determines, prior to your entering into the aforementioned contract or prior to the start

of repair work, that the repairs will exceed the applicable Limit of Insurance, we must either complete the recommended repairs or pay that Limit of Insurance upon such determination. If the aforementioned determination is made during the course of repair work and we have begun making payments for the work performed, we must either complete the recommended repairs or pay only the remaining portion of the applicable Limit of Insurance upon such determination. The most we will pay for the total of all Sinkhole Loss, including building and land stabilization and foundation repair, is the applicable Limit of Insurance on the affected building.

The stabilization and all other repairs to the Covered Property must be completed within 12 months after entering into the contract for the performance of these repairs, unless:

1. There is a mutual agreement between you and us;
2. The claim is involved with the neutral evaluation process;
3. The claim is in litigation; or
4. The claim is under appraisal or mediation.

D. Sinkhole Loss does not include:

1. Sinking or collapse of land into man-made underground cavities; or
2. Earthquake.

E. With respect to coverage provided by this endorsement, the **Earth Movement** Exclusion and the **Collapse** Exclusion do not apply.

F. With respect to a claim for alleged Sinkhole Loss, the following provision is added:

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department). For alleged Sinkhole Loss to commercial residential or farm residential properties, this program applies instead of any mediation procedure set forth elsewhere

in this policy, but does not invalidate the Appraisal Condition.

You or we may file a request with the Department for neutral evaluation; the other party must comply with such request. We will pay reasonable costs associated with the neutral evaluation, regardless of which party makes the request. But if a party chooses to hire a court reporter or stenographer to contemporaneously record and document the neutral evaluation, that party must bear the costs of those services. The neutral evaluator will be selected from a list maintained by the Department. The recommendation of the neutral evaluator will not be binding on you or us.

Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Legal Action Against Us Condition in this policy, except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later.

G. Coverage for Sinkhole Loss under this endorsement does not increase the applicable Limit of Insurance. Even if loss or damage qualifies under, or includes, both Catastrophic Ground Cover Collapse (addressed elsewhere in this Coverage Part), and Sinkhole Loss, only one Limit of Insurance will apply to such loss or damage.

H. The following provision is added to the **Duties In The Event Of Loss Or Damage** Loss Condition:

A claim for Sinkhole Loss, including but not limited to initial, supplemental and reopened claims is barred unless notice of claim is provided to us in accordance with the terms of this policy within two years after you knew or reasonably should have known about the Sinkhole Loss.

I. The following definitions are added with respect to the coverage provided under this endorsement:

1. "Structural damage" means a covered building, regardless of the date of its construction, has experienced the following:
 - a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which

- results in settlement related damage to the interior such that the interior building structure or members become unfit for service or represent a safety hazard as defined within the Florida Building Code;
- b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement related damage to the "primary structural members" or "primary structural systems" and that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceed one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
 - c. Damage that results in listing, leaning, or buckling of the exterior load bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
 - d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems", being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
 - e. Damage occurring on or after October 15, 2005, that qualifies as substantial structural damage as defined in the Florida Building Code.
- 2. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
 - 3. "Primary structural system" means an assemblage of "primary structural members".
- J. If we deny your claim for Sinkhole Loss without performing testing under section 627.7072, Florida Statutes, you may demand testing by communicating such demand to us in writing within 60 days after you receive our denial of the claim. You are responsible for 50% of the testing costs, or \$2,500, whichever is less. If our professional engineer or geologist provides written certification, pursuant to section 627.7073, that there is sinkhole loss, we will reimburse you for the testing costs.
 - K. You may not accept a rebate from any person performing repairs for Sinkhole Loss covered under this endorsement. If you receive a rebate, coverage under this endorsement is void and you must refund the amount of the rebate to us.
 - L. If we deny your claim for Sinkhole Loss upon receipt of written certification from a professional engineer or geologist, pursuant to section 627.7073, that there is no sinkhole loss or that the cause of the damage was not sinkhole activity, and if the sinkhole claim was submitted without good faith grounds for submitting such claim, you shall reimburse us for 50% of the actual costs of the analyses and services provided under sections 627.7072 and 627.7073, or \$2,500, whichever is less. You are not required to pay such reimbursement unless you requested the analysis and services and we, before ordering the analysis, inform you in writing of the potential for reimbursement and gave you the opportunity to withdraw the claim.
 - M. As a precondition to accepting payment for sinkhole loss, you must file with the county clerk of court, a copy of any sinkhole report regarding your property which was prepared on behalf or at your request. You will bear the cost of filing and recording the sinkhole report.

COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS PAGE

POLICY EFFECTIVE 04/12/2020

POLICY NO. 1448-578

NAMED INSURED NEW FAITH FREE METHODIST CHURCH

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT \$ 3,000,000
(OTHER THAN PRODUCTS-COMPLETED OPERATIONS)
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT \$ 3,000,000
PERSONAL & ADVERTISING INJURY LIMIT \$ 1,000,000
EACH OCCURRENCE LIMIT \$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT ANY ONE PREMISES \$ 1,000,000
MEDICAL EXPENSE LIMIT ANY ONE PERSON \$ 10,000

FORM OF BUSINESS: ORGANIZATION (OTHER THAN PARTNERSHIP OR JOINT VENTURE)

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

PREMISES ARE THE SAME AS SHOWN ON THE COMMERCIAL
PROPERTY COVERAGE PART DECLARATIONS PAGE

001 FELLOWSHIP HALL
FELLOWSHIP HALL 2400 SQ FT
2435 IRVING AVE S
SAINT PETERSBURG FL 33712

CLASSIFICATIONS

CLASSIFICATION	CODE NO.	PREMIUM BASIS	EXPOSURE
CHURCH ATHLETIC ACTIVITIES	49992	C	
LOSS OF LIFE	49998	C	
CHURCHES OR OTHER HOUSES OF WORSHIP	41650	A	4,800
SEXUAL MISCONDUCT LIABILITY	49990	C	
DIRECTORS AND OFFICERS LIABILITY - OCCURRENCE	49999	C	
PERCENTAGE SURCHARGE	99940	C	

PREMIUM BASIS: A-AREA C-TOTAL COST M-ADMISSIONS
P-PAYROLL S-GROSS SALES U-UNITS OR EACH

CONTINUED ON THE NEXT PAGE

C O M M E R C I A L G E N E R A L L I A B I L I T Y
C O V E R A G E P A R T D E C L A R A T I O N S P A G E

POLICY EFFECTIVE 04/12/2020

POLICY NO. 1448-578

NAMED INSURED NEW FAITH FREE METHODIST CHURCH

ENDORSEMENT SCHEDULES

FORM GCG0404/0409
VIOLENT INCIDENT RESPONSE COVERAGE

SCHEDULE

\$ 300,000 VIOLENT INCIDENT AGGREGATE LIMIT
\$ 2,500 INDIVIDUAL COUNSELING EXPENSES EACH PERSON LIMIT
\$ 50,000 MEDICAL EXPENSES EACH PERSON LIMIT
\$ 200,000 INDIVIDUAL EXPENSES AGGREGATE LIMIT
\$ 100,000 ORGANIZATIONAL EXPENSES AGGREGATE LIMIT

FORM GCG2810/0409
LEGAL EXPENSE REIMBURSEMENT COVERAGE

SCHEDULE

\$ 15,000 EACH INCIDENT LIMIT
\$ 45,000 AGGREGATE LIMIT
\$ 1,000 DEDUCTIBLE

FORM GCG7410/0409
SEXUAL MISCONDUCT LIABILITY COVERAGE

SCHEDULE

\$ 100,000 EACH CLAIM LIMIT
\$ 300,000 AGGREGATE LIMIT
\$ 10,000 MEDICAL EXPENSE LIMIT

CONTINUED ON THE NEXT PAGE

C O M M E R C I A L G E N E R A L L I A B I L I T Y
C O V E R A G E P A R T D E C L A R A T I O N S P A G E

POLICY EFFECTIVE 04/12/2020

POLICY NO. 1448-578

NAMED INSURED NEW FAITH FREE METHODIST CHURCH

ENDORSEMENT SCHEDULES

FORM PCG7543/0203
DIRECTOR AND OFFICER LIABILITY

SCHEDULE

\$ 1,000,000 EACH CLAIM LIMIT

\$ 1,000,000 AGGREGATE LIMIT

\$ 2,500 DEDUCTIBLE

FORM PMAN502
AMENDED DEFINITION OF DAMAGES

THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE
FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE
EMPLOYEE BENEFITS LIABILITY COVERAGE
COUNSELORS LIABILITY COVERAGE

THE DEFINITION OF "DAMAGES" IS REPLACED BY THE FOLLOWING:
"DAMAGES" MEAN ONLY THOSE TORT DAMAGES ALLOWED BY LAW.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

FUNGI OR BACTERIA EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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. 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.

"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 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.

VIOLENT INCIDENT RESPONSE COVERAGE

COVERAGE VR VIOLENT INCIDENT RESPONSE COVERAGE

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

Throughout this document the words "you" and "your" refer strictly to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured within Section II -- Who Is An Insured of Coverage VR. 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 of Coverage VR.

Other words and phrases that appear in quotation marks have special meaning. Refer to both Section V -- Definitions of the Commercial General Liability Coverage Form, and the other definitions provided herein which are unique and specific to Coverage VR.

SECTION I -- COVERAGES

Coverage VR is merged within and is a comprised part of the Commercial General Liability Coverage Form. The coverage provided by Coverage VR is distinct and separate from any other coverage provided by or within Section I -- Coverages of the Commercial General Liability Coverage Form.

COVERAGE VR VIOLENT INCIDENT RESPONSE COVERAGE

1. Insuring Agreement

- a. At your request, we will pay those Covered Expenses described in Paragraph b. immediately below, that result from a "violent incident" that occurs during your "sponsored activity". We will pay such Covered Expenses under Coverage VR only if:

- (1) The "violent incident" takes place in the "coverage territory" and during the policy period; and
- (2) Covered Expenses resulting from the "violent incident" are incurred and reported as soon as practicable.

However, the amount we pay for Covered Expenses is limited in Section III -- Limits of Insurance -- Coverage VR.

b. Covered Expenses

- (1) Subject to the Individual Expenses Aggregate Limit under Section III -- Limits of Insurance, Covered Expenses for any one person include:

- (a) Medical expenses up to \$50,000 per person for medical expenses that would otherwise be covered under Section I -- Coverage C. Medical Payments of this policy. However, we will not pay for any funeral expenses under Coverage VR.

Medical expenses for a "violent incident" must be incurred and reported to us within one year of the "violent incident".

Medical payments made under Coverage VR are excess over any other medical coverage that is available or payable under this policy, or any other policy, issued by us; and

- (b) Individual counseling expenses incurred within 6 months after the "violent incident", for any "victim", "immediate family member" of a "victim", or any "witness", up to \$2,500 for each person.

- (2) Subject to the Organizational Expenses Aggregate Limit under Section III -- Limits of Insurance, Covered Expenses include:

- (a) Group counseling services to meet with "employees" or members of your organization;
- (b) Additional security guard services to guard your facility against further incidents of violence; and

- (c) Any independent public relations services that you hire, and related media and communication costs.

Covered Expenses must be incurred within 60 days after the "violent incident", or within 30 days before or 30 days after the first anniversary of the "violent incident".

2. Exclusions

The following Exclusions are unique to Coverage **VR**. For purposes of Coverage **VR**, none of Paragraph 2. Exclusions of Coverage **C**. Medical Payments of the Commercial General Liability Coverage Form is incorporated by reference and shall not be relied upon in determining the exclusions applicable to Coverage **VR**.

This insurance does not apply to:

a. Biological Or Chemical Materials

The dispersal, release or application of pathogenic, poisonous, biological, or chemical materials.

b. Expected Or Intended Injury

Any expected or intended injury except:

- (1) From the standpoint of the perpetrator;
- (2) In self-defense; or
- (3) In defense of another person who is not the perpetrator.

c. Government Services

The cost of any services provided by a governmental entity.

d. Nuclear Materials

The use, release or escape of nuclear materials that, directly or indirectly, results in a nuclear reaction, radiation, or radioactive contamination.

e. Perpetrator

Expenses incurred by any perpetrator of, or any person participating in the planning or execution of, any "violent incident".

f. Sexual Misconduct

Any expenses incurred by any person arising out of or resulting from any actual or alleged "sexual misconduct or sexual molestation".

g. War Or Civil Commotion

Any expenses arising 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;
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) Any act or condition incidental to an activity or event described in Paragraphs (1) through (3) immediately above.

h. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

i. Employer's Liability

"Bodily injury" to 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.

SECTION II -- WHO IS AN INSURED -- COVERAGE VR

For purposes of Coverage **VR**, Section II -- Who Is An Insured of the Commercial General Liability Coverage Form is incorporated by reference.

SECTION III -- LIMITS OF INSURANCE -- COVERAGE VR

The following Limits of Insurance provisions are unique to Coverage **VR**. For purposes of Coverage **VR**, none of Section **III -- Limits of Insurance** of the Commercial General Liability Coverage Form is incorporated by reference and shall not be relied upon in determining the limits of available coverage.

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the sum of all Covered Expenses that arise out of a "violent incident", regardless of the number of:
 - a. Insureds;
 - b. Claims made;
 - c. Persons or organizations making claims;
 - d. Perpetrators; or
 - e. Policy periods over which the "violent incident" occurs. If the "violent incident" occurs over more than one policy period, the Limits of Insurance applicable when the "violent incident" first began will apply.
2. The Violent Incident Aggregate Limit shown in the Declarations is the most we will pay for the sum of all Covered Expenses arising out of all "violent incidents".
3. Subject to Paragraph **2.** above, the Organizational Expenses Aggregate Limit shown in the Declarations is the most we will pay for the sum of all Covered Expenses described in Paragraphs **(2)(a)** through **(2)(c)** of **1.b.** Covered Expenses (Section **I**) and arising out of a "violent incident".
4. Subject to Paragraph **2.** above, the Individual Expenses Aggregate Limit shown in the Declarations is the most we will pay for the sum of all Individual Expenses described in Paragraphs **(1)(a)** and **(1)(b)** of **1.b.** Covered Expenses (Section **I**) and arising out of a "violent incident".
5. Covered Expenses will be paid in the order that they are received by us until the applicable per person limit, Individual Expenses Aggregate, Organizational Expenses Aggregate or Violent Incident Aggregate is reached, at which time payment will cease.

6. If two or more policies or Coverages issued by us apply to the same insured and these policies or Coverages also apply to the same claim or "suit", the maximum amount we will pay as "damages" under all of the policies or Coverages will not exceed the highest applicable Limit of Insurance that applies to any one of the policies or Coverages.

This Paragraph **6.** does not apply to any insurance that was purchased specifically to apply in excess of the applicable Limits of Insurance shown in the Declarations.

SECTION IV -- CONDITIONS -- COVERAGE VR

The following conditions are unique to Coverage **VR**. The remainder of Section **IV -- Conditions** of the Commercial General Liability Coverage Form is incorporated by reference. The conditions and duties provided herein will supersede those contained in Paragraphs **2.** and **4.** of Section **IV -- Conditions** of the Commercial General Liability Coverage Form.

1. Duties In The Event Of A Violent Incident

- a. You must notify us as soon as practicable of any "violent incident" which may result in payment of Covered Expenses. To the extent possible, notice should include:
 - (1)** How, when and where the "violent incident" took place;
 - (2)** The names and addresses of any "victims", "witnesses" or other persons of interest; and
 - (3)** The nature and location of any injury or damage arising out of the "violent incident".
- b. 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.

2. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverage **VR**, 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 any other insurance, whether primary, excess, contingent or on any other basis:

(a) That is medical payments coverage; or

(b) That provides "violent incident" or similar coverage.

(2) 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 absence of Coverage **VR**; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(3) 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 applicable Limits of Insurance shown in the Declarations.

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.

SECTION V -- DEFINITIONS -- COVERAGE VR

The following words or phrases have a specific and unique meaning to Coverage **VR**. The remainder of Section **V** -- Definitions of the Commercial General Liability Coverage Form is incorporated by reference. Certain definitions contained within Section **V** -- Definitions of the Commercial General Liability Coverage Form may be reproduced for ease of reference in this document. The definitions provided herein will supersede the corresponding definitions contained within Section **V** of the Commercial General Liability Coverage Form.

Where set forth in quotation marks in this document, the following words or phrases, whether used in the singular or plural, shall have the meanings specified below.

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in aggregate 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 infra-structure 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.

2. "Critical injury" means:

a. Death of a person;

b. Injury to a person involving significant damage to one or more vital organs; or

c. Other serious physical injury, if such injury results in the probability of death if aggressive medical treatment is not provided.

"Critical injury" does not include emotional or mental injury.

3. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
4. "Hostage situation" means a situation in which persons are held captive and restrained by someone who threatens to inflict "critical injury", and the circumstances cause a reasonable adult to conclude the captives are at risk of "critical injury".
5. "Immediate family member" means a legal spouse, parent, child, sibling, grandparent, or other family member residing in the home of the "victim". Foster parents, foster children or other persons related by marriage or legal adoption are also included in immediate family.
6. "Sponsored activity" means any activity or event, organized physically or financially by you.
7. "Victim" means any person upon whom a "critical injury" is inflicted, or who is held in a "hostage situation", arising from a "violent incident".
8. "Violent incident" means:
 - a. An incident of violence that is caused by an intentional criminal act or a series of related intentional criminal acts (including, but not limited to, a bombing or a shooting) that results in one or more persons, excluding the perpetrator(s), sustaining "critical injury"; or
 - b. A "hostage situation".

Any and all related acts associated with Paragraphs **a.** and **b.** immediately above will be considered one "violent incident" regardless of the time in which the events occur or the location of events. A "violent incident" with multiple events shall be deemed to occur at the time of the first related "violent incident".

However, "violent incident" does not mean:

 - a. The written or verbal threat of carrying out an event described in Paragraphs **a.** and **b.** immediately above; or
 - b. A "certified act of terrorism".
9. "Witness" means any person who is at the physical location of, and personally observes, a "violent incident".

GENERAL AGGREGATE LIMIT AMENDMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **2.** under **SECTION III -- LIMITS OF INSURANCE:**

- 2. d.** Damages under COVERAGE D.

EXCLUSION -- RELIGIOUS DISAFFILIATION OR SCHISM

THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTOR AND OFFICER LIABILITY COVERAGE FORM

- A.** The following is added to paragraph **b.** under **1. Insuring Agreement:**

We will have no duty to defend any insured against any "suit" arising out of any actual or alleged "wrongful act" that results from or is related in any manner to an actual or attempted disaffiliation or schism between or among religious institutions.

- B.** The following is added to **2. Exclusions:**

This insurance does not apply to:

Any actual or alleged "wrongful act" that results from or is related in any manner to an actual or attempted disaffiliation or schism between or among religious institutions. This exclusion applies regardless of:

- (1)** When such "wrongful act" occurred or when the claim or "suit" is brought;
- (2)** The nature of the damages claimed or relief sought; and
- (3)** Whether the claim or "suit" is based upon contract or tort.

LEGAL EXPENSE REIMBURSEMENT COVERAGE

COVERAGE LR LEGAL EXPENSE REIMBURSEMENT COVERAGE

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

Throughout this document, the words "you" and "your", whether appearing in quotation marks or not, refer strictly to the Named Insured shown in the Declarations and any other person or organization qualifying or designated as a Named Insured within Section **II -- Who Is An Insured -- Coverage LR**. The words "we", "us" and "our" refer to the Company providing this coverage.

The word "insured" is limited and means any person or organization qualifying as such under Section **II -- Who Is An Insured -- Coverage LR**.

Other words and phrases that appear in quotation marks have special meaning. Refer to both Section **V -- Definitions of the Commercial General Liability Coverage Form**, and the other definitions provided herein which are unique and specific to Coverage **LR**.

SECTION I -- COVERAGES -- COVERAGE LR

Coverage **LR** is merged within and is a comprised part of the Commercial General Liability Coverage Form. The coverage provided by Coverage **LR** is distinct and separate from any other coverage provided under the Commercial General Liability Coverage Form.

COVERAGE LR LEGAL EXPENSE REIMBURSEMENT COVERAGE

1. Insuring Agreement

- a. We will reimburse those "legal expenses" incurred by the insured that arise out of a "suit" to which this insurance applies.
- b. Our obligation is limited to paying "legal expenses" only if you or any affected insured are named as defendants in a "suit";

provided that:

- (1) The "suit" results from a "reimbursable incident" that occurs in the "coverage territory" and during the policy period; and
- (2) The "legal expenses" are incurred and reported within one year of the date of the "reimbursable incident".

2. Exclusions

- a. We will not reimburse any "legal expenses", regardless of when incurred:

- (1) If the "legal expenses" are paid or are obligated to be paid under any other contract of insurance.

This provision applies whether or not the defense, being undertaken under a contract of insurance, is subject to a Reservation of Rights or a Non-waiver Agreement or is being done gratuitously.

- (2) If the "legal expenses" are paid or are obligated to be paid by any person, association of persons, or entity, including but not limited to any legal services plan or benefit.

- b. We will not reimburse any "legal expenses" arising out of or attributable to:

- (1) Any "suit" or dispute between any insured and us.
- (2) Any dispute between insureds.
- (3) "Sexual misconduct or molestation" or "sexual harassment".
- (4) The rendering of, or failure to render, any professional services.

SECTION II -- WHO IS AN INSURED -- COVERAGE LR

Section **II -- Who Is An Insured** of the Commercial General Liability Coverage Form is incorporated by reference.

SECTION III -- LIMITS OF INSURANCE AND DEDUCTIBLE -- COVERAGE LR

The following Limits of Insurance provisions are unique to Coverage **LR**. For purposes of this Coverage, none of Section **III -- Limits Of Insurance** of the Commercial General Liability Coverage Form is incorporated by reference and shall not be relied upon in determining the limits of available coverage.

1. The Limits of Insurance shown in the Declarations for Coverage **LR** and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Suits" brought;
 - c. Persons or organizations bringing "suits" ;
or
 - d. Policies involved.
2. The Legal Expense Reimbursement Aggregate Limit is the most we will pay as reimbursement of the sum of all "legal expenses" incurred as a result of all "suits" brought or filed against an insured within the policy period, regardless of when such "suits" are actually concluded.
3. Subject to Paragraph **2.** above, the Legal Expense Reimbursement Each Incident Limit is the most we will pay as reimbursement of the sum of all "legal expenses" incurred as a result of all "suits" brought or filed against any insured for any one "reimbursable incident".
4. **Deductible**

Our obligation for the reimbursement of "legal expenses", as described in Paragraphs **1.**, **2.** and **3.** immediately above, applies only to the amount of "legal expenses" in excess of the applicable deductible for each "suit" , shown in the Declarations. In the event no deductible amount is shown in the Declarations, the deductible is \$1,000 for each "suit". The limits of insurance shall not be reduced by the amount of this deductible.
5. No person shall be entitled to receive duplicate payments for the insurance granted in Coverage **LR** and any other Coverage form or endorsement issued by us or any other organization.

The Limits of Insurance of Coverage **LR** 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 -- CONDITIONS -- COVERAGE LR

The following conditions are unique to Coverage **LR**. The remainder of Section **IV -- Conditions** of the Commercial General Liability Coverage Form is incorporated by reference. The conditions and duties described in Paragraph **2.** herein will supersede those contained in Paragraph **2.** of Section **IV -- Conditions** of the Commercial General Liability Coverage Form.

1. Duty To Investigate Or Defend

We have no duty or right to investigate or defend any "suit" brought against you to which this coverage applies.

2. Duties In The Event Of A Reimbursable Incident Or Suit

- a. You must see to it that we are notified as soon as practicable of your becoming aware of any "reimbursable incident" that may result in a "suit" to which this coverage applies. To the extent possible, notice should include:
 - (1) The nature of the "reimbursable incident"; and
 - (2) How, when and where the "reimbursable incident" took place.
- b. If "suit" is brought against the insured, you must:
 - (1) Notify us as soon as practicable of the "suit" brought against the insured and provide us with all documents related to the incident.
 - (2) As soon as practicable, provide us written notice of the "suit". This notice should include the nature of the "suit" and how, when and where the "reimbursable incident" took place.

- (3) Provide us the name, address and other information sufficient to identify the attorney or firm who will be defending you in the "suit".

3. Attorney Selection

We have no duty or right to choose an attorney for you. You have the duty and right to choose your own attorney. However, your attorney must be licensed to provide legal services. We have no duties, rights or responsibilities regarding the attorney you choose.

4. Two or More Policies

If two or more policies issued by us include Coverage **LR** that applies to the same insured and these policies also apply to the same "defensible incident", the maximum amount we will pay as reimbursement of "legal expenses" under all the policies will not exceed the highest applicable Limit of Insurance for Coverage **LR** that applies to any one of the policies.

SECTION V -- DEFINITIONS -- COVERAGE LR

The following words or phrases have a specific and unique meaning to Coverage **LR**. The remainder of Section **V** -- Definitions of the Commercial General Liability Coverage Form is incorporated by reference. Certain definitions contained within Section **V** -- Definitions of the Commercial General Liability Coverage Form may be reproduced for ease of reference in this document. The definitions provided herein will supersede the corresponding definitions contained in Section **V** -- Definitions of the Commercial General Liability Coverage Form.

1. "Alternative dispute resolution" includes, but is not limited to: negotiation, mediation, arbitration, or summary jury trials.

2. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

3. "Damages" means compensatory tort or punitive damages allowed by law.

4. "Legal expenses" means and is limited to reasonable and necessary attorney fees, expenses, court costs and the cost of appeal bonds that are directly related to defending "suits" against the insured or any affected insured. "Legal expenses" do not include the amounts of any "damages". "Legal expenses" do not include any retainer fees.

5. "Reimbursable incident" means a single or series of interrelated continuing actual or alleged: acts, errors or omissions of the insured; all of which together constitute a single reimbursable incident. However, "reimbursable incident" does not include any deliberate acts, errors or omissions for purposes of causing a "suit" to be initiated or filed against you.

6. "Suit" means any:

- a. Proceeding in a civil court to recover "damages" or other equitable relief to which this coverage applies;
- b. Proceeding any insured must attend as a result of an administrative agency action; or
- c. "Alternative dispute resolution".

All "suits", counterclaims, countersuits, amended complaints or similar proceedings related to the same "reimbursable incident" shall be considered one "suit".

SEXUAL MISCONDUCT LIABILITY COVERAGE

COVERAGE SL SEXUAL MISCONDUCT LIABILITY AND COVERAGE SP MEDICAL PAYMENTS

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

Throughout this document the words "you" and "your" refer strictly to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured within Section **II -- Who Is An Insured -- Coverages SL and SP**. The words "we", "us" and "our" refer to the company providing this Coverage.

The word "insured" is limited and means any person or organization qualifying as such under Section **II -- Who Is An Insured -- Coverages SL and SP**.

Other words and phrases that appear in quotation marks have special meaning. Refer to both Section **V -- Definitions of the Commercial General Liability Coverage Form**, and the other definitions provided herein which are unique and specific to Coverages **SL** and **SP**.

SECTION I -- COVERAGES

Coverages **SL** and **SP** are merged within and are a comprised part of the Commercial General Liability Coverage Form. The coverages provided by Coverages **SL** and **SP** are distinct and separate from any other coverage provided by or within Section **I -- Coverages of the Commercial General Liability Coverage Form**.

COVERAGE SL SEXUAL MISCONDUCT LIABILITY

1. INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of "injury" arising out of or resulting from a "sexual misconduct occurrence" to which Coverage **SL** 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" to which Coverage **SL** does not apply. We may, at our discretion, investigate any "sexual misconduct 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 -- Coverages SL and SP**; and

- (2) Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage **SL**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **3. Supplementary Payments**.

- b. This Coverage applies to "injury" only if:

- (1) The "injury" is caused by a "sexual misconduct occurrence" that takes place in the "coverage territory"; and
- (2) The first act of a "sexual misconduct occurrence" first commences during the policy period.

- c. Coverage **SL** does not apply to claims made or "suits" brought against any person who actually or personally participates in, directs or knowingly allows to take place any act of "sexual misconduct or sexual molestation". We shall have no obligation or duty to investigate, defend, settle or pay judgments on behalf of any such person as described in this paragraph.

2. EXCLUSIONS

The insurance granted by this Coverage shall not apply to:

a. Participation In Sexual Misconduct Or Sexual Molestation

Any person who actually or personally participated in, directed, or knowingly allowed any act of "sexual misconduct or sexual molestation". We shall have no duty to investigate, defend or settle any claim or "suit" brought against any such person as described in this paragraph.

b. Criminal Or Penal Regulation Or Statute

The cost of defense of, or the cost of paying any fines for, any person resulting from any actual or alleged violation of any criminal or penal regulation or statute.

c. Breach Of Contract

Any claim arising out of a breach of contract.

d. Contractual Liability

Any claim for which the insured is obligated to pay "damages" because of the assumption of the tort liability of another party 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.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

Any "injury" to:

(1) An "employee" of the insured arising out of or 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:

- (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".

g. Exemplary Or Punitive Damages

Any exemplary or punitive damages, multiplied damages, fines or penalties.

h. Ecclesiastical Liability

Any claim or "suit" based upon, attributable to, or arising out of any ecclesiastical law, statute, canon, rule, or regulation.

i. Acts Occurring Between Family Members

Any claim arising out of "sexual misconduct or sexual molestation" occurring between "family members".

3. SUPPLEMENTARY PAYMENTS

The following supplementary payments are unique to Coverage **SL**. For purposes of Coverage **SL**, none of Section **I** -- Supplementary Payments -- Coverages **A** and **B** of the Commercial General Liability Coverage Form is incorporated by reference and shall not be relied upon in determining the supplementary payments made under Coverage **SL**.

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. 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.
- c. All court costs taxed against the insured in a "suit". However, these payments do not include plaintiff attorneys' fees or plaintiff attorneys' expenses taxed against the insured.
- d. 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 under Coverage **SL**.

COVERAGE SP MEDICAL PAYMENTS

1. INSURING AGREEMENT

- a. We will pay medical and counseling expenses because of "injury" arising out of a "sexual misconduct occurrence" to which this insurance applies provided that:
- (1) The "injury" is caused by a "sexual misconduct occurrence" that "first commences" in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year from the date of "injury"; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will pay reasonable expenses for necessary professional services for treatment of "injury" resulting from a "sexual misconduct occurrence", regardless of fault. These payments will not exceed the Sexual Misconduct Medical Payments limit of insurance.

The payment of such expenses is not an admission of liability under this policy.

2. EXCLUSIONS

We will not pay medical and counseling expenses for "injury" which is excluded under Paragraph 2. Exclusions of Coverage SL Sexual Misconduct Liability.

SECTION II -- WHO IS AN INSURED -- COVERAGES SL AND SP

The following provisions are unique to Coverages **SL** and **SP**. For purposes of Coverages **SL** and **SP**, Paragraph 1. of Section II -- Who Is An Insured of the Commercial General Liability Coverage Form is incorporated by reference. None of the remaining provisions of Section II -- Who Is An Insured of the Commercial General Liability Coverage Form apply to Coverages **SL** and **SP** and shall not be relied upon in determining who is an insured under Coverages **SL** and **SP**.

For purposes unique to Coverages **SL** and **SP**:

1. 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) are also an insured, 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 "sexual misconduct or sexual molestation" that results in "injury":
 - a. To you, to your partners or members of a joint venture (if you are a partnership or joint venture), to your members of a limited liability company (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business;
 - b. To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph 1.a. above; or
 - 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 Paragraphs 1.a. or 1.b. above.
2. Regardless of any provision to the contrary, the following is not an insured:
 - a. Any person who actually or personally participated in, directed, or knowingly allowed any act of "sexual misconduct or sexual molestation". Furthermore, we shall have no duty to investigate, defend or settle any claim or "suit" brought against any such person as described in this paragraph.
 - b. Any person or organization 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 -- COVERAGES SL AND SP

The following Limits of Insurance provisions are unique to Coverages **SL** and **SP**. For purposes of Coverages **SL** and **SP**, none of Section III --

Limits Of Insurance of the Commercial General Liability Coverage Form is incorporated by reference and shall not be relied upon in determining the limits of available coverage under Coverages **SL** and **SP**.

1. Our obligation to pay "damages" for any one "sexual misconduct occurrence" is the Sexual Misconduct Liability Each Claim Limit shown in the Declarations. All claims for "damages" because of "injury" arising out of a "sexual misconduct occurrence" including "damages" claimed by all persons or organizations for care, loss of services, or death resulting at any time from the "sexual misconduct occurrence", shall be considered one "sexual misconduct occurrence".

Our total obligation for all "damages" covered by Coverage **SL** is the Sexual Misconduct Liability Aggregate Limit shown in the Declarations regardless of the number of:

- a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits";
 - d. Policies involved; or
 - e. "Sexual misconduct occurrences".
2. The Sexual Misconduct Medical Expense Limit shown in the Declarations is the most we will pay for all medical and counseling expenses because of "injury" arising out of a "sexual misconduct occurrence", regardless of:
 - a. The number of claims, claimants, persons acted upon, or injured persons;
 - b. The number of incidents or locations involved;
 - c. The period of time during which the acts of "sexual misconduct or sexual molestation" took place; or
 - d. When "damages" are sustained.

The Sexual Misconduct Medical Expense Limit available is the Sexual Misconduct Medical Expense Limit in force at the time the first act of "sexual misconduct or sexual molestation" first commences.

3. When we have used up the limits described herein by paying settlements or judgments,

we will have no further duty to defend any claims or "suits", whether pending at that time or started afterwards.

4. If two or more policies or Coverages issued by us apply to the same insured and these policies or Coverages also apply to the same claim or "suit", the maximum amount we will pay as "damages" under all of the policies or Coverages will not exceed the highest applicable Limit of Insurance that applies to any one of the policies or Coverages.

This condition does not apply to any insurance that was purchased specifically to apply in excess of the applicable Limits of Insurance shown in the Declarations.

SECTION IV -- CONDITIONS -- COVERAGE SL

The following conditions are unique to Coverage **SL**. The remainder of Section **IV** -- Conditions of the Commercial General Liability Coverage Form is incorporated by reference. The conditions and duties provided herein will supersede those contained in Paragraphs **2.** and **4.** of Section **IV** -- Conditions of the Commercial General Liability Coverage Form.

1. Duties In The Event Of An Occurrence, Claim Or Suit

Consistent with the Insuring Agreement contained within Coverage **SL**:

a. Occurrence Or Incident Reporting

You must see to it that we are notified, by the means and methods determined by us, within thirty (30) days of the date you become aware of any "sexual misconduct occurrence", incident or circumstance which may reasonably be expected to result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "sexual misconduct occurrence", incident or circumstance took place; and
- (2) The names and addresses of any injured persons and witnesses.

b. Claim Reporting

If a claim or "suit" is received by any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Promptly notify us.

You must see to it that we receive prompt written notice of the claim or "suit".

c. Other Duties

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, settlement or defense of the "sexual misconduct occurrence", claim or "suit"; and
- (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of "injury" or "damages" to which this insurance may also apply.

d. No Voluntary Payments

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.

2. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverage **SL**, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when stated to apply in excess of, or contingent upon the absence of other insurance and **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

When this insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to

defend. 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.

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:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that was not bought specifically to apply in excess of the applicable Limits of Liability shown in the Declarations.

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 until 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.

SECTION V -- DEFINITIONS -- COVERAGES SL AND SP

The following words or phrases have a specific and unique meaning to Coverages **SL** and **SP**. The remainder of Section **V** -- Definitions of the Commercial General Liability Coverage Form is incorporated by reference. Certain definitions contained within Section **V** -- Definitions of the Commercial General Liability Coverage Form may be reproduced for ease of reference in this document. The definitions provided herein will supersede the corresponding definitions contained in Section **V** of the Commercial General Liability Coverage Form.

- 1.** "Coverage territory" means anywhere in the world provided that the claim is made, and any "suit" that may arise therefrom is filed, within the United States of America (including

its territories and possessions), Puerto Rico or Canada.

2. "Damages" mean only those compensatory tort damages allowed by law.
3. "Family members" means persons who are:
 - a. Legally married to each other; or
 - b. Related by blood or legal adoption, limited to the following kindred: parents, children, siblings, grandparents and grandchildren.

"Family members" includes wards or foster children of persons described in **a.** or **b.** above.
4. "Injury" means "bodily injury", sickness or disease, including death resulting from any of these at any time, mental anguish or emotional distress.
5. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature when such conduct:
 - a. Is linked implicitly or explicitly with a decision affecting a term or condition of any individual's employment;
 - b. Interferes with any individual's job performance;
 - c. Creates an intimidating, hostile or offensive working environment for any individual; or
 - d. Arises out of or is related to an unlawful employment practice as codified at 42 U.S.C.A. § 2000e-2(a), or any pendant State, municipal or local code, regulation or ordinance.
6. "Sexual misconduct occurrence" means a single act, or multiple, continuous, repeated, sporadic or related acts of "sexual misconduct or sexual molestation" by one person, or two or more persons acting together, or any breach of duty causing or contributing to such acts, or any defamation or slander arising out of or resulting from any actual or alleged act of "sexual misconduct or sexual molestation".

In determining our liability under Coverage **SL**, all acts of "sexual misconduct or sexual molestation" by one person, or two or more persons acting together, or any breach of duty causing or contributing to such acts, or any defamation or slander arising out of or resulting from any actual or alleged act of "sexual misconduct or sexual molestation" will be deemed and construed as one "sexual misconduct occurrence" and one claim, regardless of:

- a. The number of claims, claimants, persons acted upon, or injured persons;
 - b. The number of incidents or locations involved;
 - c. The period of time during which the acts of "sexual misconduct or sexual molestation" took place; or
 - d. When "damages" are sustained.
7. "Sexual misconduct or sexual molestation" means any activity which is sexual in nature (whether permitted or not permitted); and includes, but is not limited to: sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, unauthorized touching, or the photographic, video or other reproduction of sexual activity.

However, "sexual misconduct or sexual molestation" does not include "sexual harassment".
 8. "Suit" means a civil proceeding in which "damages" because of "sexual misconduct or sexual molestation" to which Coverage **SL** 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.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

FAITHGUARD

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 strictly 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.

The word "damages", whether appearing in quotation marks or not, shall have the special meaning described in Section V -- Definitions.

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".

f. "Damages" because of "bodily injury" includes incidental medical malpractice "damages" sustained because of the administration of or failure to administer first aid including the use of automated external defibrillators.

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" or "property damage" 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 attorney 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 attorney 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 only if you are in the business of manufacturing, distributing, 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 or hired by any insured. Use includes operation and "loading or unloading". Hired includes any contract to furnish transportation of pupils to and from school.

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) Any length; 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 in the state 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, explosion, smoke or leaks from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of 7 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.

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. Distribution Of Material In Violation Of Statutes

"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; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

r. Additional Exclusions

"Bodily injury" or "property damage" excluded under Additional Exclusions -- Coverages **A**, **B** and **C**.

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you or temporarily occupied by you with permission of the owner, when such damage is caused by fire, explosion, smoke or leaks from automatic fire protective systems. 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 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 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, Trademark 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 websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of "personal and advertising injury" under the Definition 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. This exclusion does not apply to publishing, broadcasting or telecasting that is incidental to your business.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom, blog 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. Distribution Of Material In Violation Of Statutes

"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; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

q. Workers' Compensation And Similar Laws

"Personal and advertising injury" arising out of any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

r. Employer's Liability

"Personal and advertising 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".

s. Additional Exclusions

"Personal and advertising injury" excluded under Additional Exclusions -- Coverages **A, B** and **C**.

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.

c. When the "bodily injury" is caused by an accident that results from practicing, instructing or participating in any physical exercises or games, sports or athletic contests, whether on a formal or informal basis, we will pay medical expenses on an excess payment basis. Our obligations for payment under excess insurance are explained in Paragraph **4.b.(1)(c)** Other Insurance under Section **IV -- Commercial General Liability Conditions**.

d. When a covered "bodily injury" to a claimant results in loss of life within one year from the date of the accident, at your option, we will pay up to \$10,000 per person. We will pay this amount in addition to any payments under Paragraphs **a., b.** and **c.** of this Insuring Agreement.

Our obligation for payment shall be to:

- (1) The parent or guardian if the deceased was a minor;
- (2) The surviving spouse, if any; or
- (3) A person authorized by law, or legally entitled, to receive such payment.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers" and any persons designated as an insured under Paragraph **4.** of Section **II -- Who Is An Insured**.

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. However, this exclusion does not apply to a person injured while engaged in a church sponsored activity authorized by you.

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. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

f. Coverage A Exclusions

Excluded under Coverage A.

g. Students

To any student, with respect to the operation of any college or school (except Sunday school) by you or on your behalf.

h. Day Nursery

To any person being cared for at any Day Nursery owned and operated by you or on your behalf (except Day Nurseries for the care of children while their parents are attending church activities including parent day out or equivalent programs which are conducted for one day or less per week).

i. Additional Exclusions

Excluded under Additional Exclusions -- Coverages A, B and C.

ADDITIONAL EXCLUSIONS -- COVERAGES A, B AND C

This insurance does not apply to:

1. Employment Related Practices

Any liability arising out of any "employment related practices".

2. Hospital Liability

Acts, errors or omissions by any insured as proprietor, superintendent, or "executive officer" of any hospital, sanitarium, medical clinic with bed and board facilities, laboratory, or to acts or omissions arising out of any other similar medical trade, business, employment or profession.

3. Counseling Activities

Any "bodily injury", "property damage", "personal and advertising injury" or mental or emotional pain or anguish, sustained by any person arising out of, or resulting from:

- a. Professional activities conducted by a psychiatrist or psychologist;
- b. Professional activities conducted by a licensed mental health care practitioner or licensed counseling practitioner. However, if your "minister" is a licensed mental health care practitioner or licensed counseling practitioner, this exclusion does not apply to such professional activities that attend to the spiritual needs of a person if conducted for you or on your behalf; or
- c. Counseling or guidance of a person in exchange for a payment or fee.

4. Professional Board

Acts, errors or omissions by any insured as a member of a formal accreditation or similar professional board of directors, of any educational, medical, professional or religious institution.

5. Violation Of Any Statute Or Regulation

Any liability arising out of the willful or intentional violation of any statute or regulation including but not limited to the fines and penalties assessed by a court or regulatory authority.

6. Misconduct, Molestation Or Harassment

Any "bodily injury", "personal and advertising injury", mental or emotional pain or anguish, or any defamation or slander, sustained by any person arising out of or resulting from any actual or alleged act of "sexual misconduct or sexual molestation" or "sexual harassment" of any kind. We have no right or duty to investigate, settle, defend or pay any claim or "suit" asserting any act of "sexual misconduct or sexual molestation", "sexual harassment" or any breach of duty contributing to or arising from such act.

7. Health Services

"Bodily injury", "property damage" or "personal and advertising injury" caused by:

- a. The rendering or failure to render:

- (1) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction or the related furnishing of food or beverages;
 - (2) Any health or therapeutic service, treatment, advice or instruction; or
 - (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
 - c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures;

if any college or school is operated by you or on your behalf, and that college or school owns or operates an infirmary with facilities for lodging and treatment or a public clinic or hospital.

This exclusion applies to persons whose professions involve the activities described in Paragraphs a., b. and c. above. However, this exclusion does not apply to your school nurse while acting within the scope of their duties as directed by you.

8. Corporal Punishment

"Bodily injury", "property damage" or "personal and advertising injury" to any student arising out of any corporal punishment administered by or at the direction of any insured.

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 \$1,000 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 \$500 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 plaintiff attorneys' fees or plaintiff 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.
- h. Up to \$1,000 for "property damage" to personal property of others while in the temporary care, custody or control of an insured and caused by any person participating in your organized activities. For purposes of this supplementary payment, "property damage" does not include disappearance, wrongful abstraction or loss of use. This supplementary payment shall only be paid on or for the account of the owner and only when other coverage or insurance is unavailable.

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.

ADDITIONAL SUPPLEMENTARY PAYMENTS

Product Recall Expenses

We will reimburse you for "product recall expenses" that you incur because of a "product recall" of "your product". The most we will pay for all "product recall expenses" initiated during the policy period is \$25,000. The policy period under which "product recall expenses" will be paid shall be determined by the policy that is in effect when the "product recall" was first initiated.

A complete accounting of "product recall expenses" must be provided upon our request, including receipts for all expenses that you incur. We will reimburse "product recall expenses" only if the expenses are incurred and reported to us within one year of the date the "product recall" was initiated.

Our obligation under this Additional Supplementary Payment shall only apply if the "product recall expenses" are initiated in the "coverage territory" during the policy period because:

1. You determine that the "product recall" is necessary; or
2. An authorized government entity has ordered you to conduct a "product recall".

However, this Additional Supplementary Payment does not apply to "product recall expenses" arising out of the product expiration or shelf life, a defect known by you prior to the time "your product" leaves your control or possession, or the defense of a claim or "suit" against you for liability arising out of a "product recall".

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 Paragraphs (1)(a) or (b) above.
 - (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. All hierarchical governing bodies concerned with the adoption and enforcement of needful laws and regulations, doctrine and worship for the established denomination of which you are a member, but only with respect to liability arising out of the ownership, maintenance and use of the property by you at the locations designated in the Commercial General Liability Coverage Part Declarations and operations necessary and incidental thereto. But we shall not be liable under this policy to make payment to any such hierarchical body for loss in connection with any claim which is insured by another policy, except any amounts excess of all valid and collectible payments under such other policies.
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 when the newly acquired or formed organization operates or conducts the same or similar business as you;
 - b. Coverage under this provision is afforded only until the 365th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - c. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - d. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
4. The following persons or organizations are also insureds:
- a. Any of your members, but only with respect to their liability for your activities or activities they perform on your behalf, at your direction and within the scope of their duties.
 - b. Any trustee or official; member of any board, council, deaconry, or vestry; "minister", Sunday school superintendent and any Sunday school teachers; or any student teachers teaching as part of their educational requirements; but only with respect to their duties as such.
 - c. Any church organization authorized and controlled by you.
5. The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, that such person or organization be added as an additional insured on your policy, provided the written contract is initiated prior to an "occurrence" resulting in "damages".

A person or organization is an additional insured under this provision only for that period of time required by the written contract.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by

an endorsement issued by us and made a part of this Coverage Form.

- a. Any person or organization from whom you lease land but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

- b. Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily Injury" or "property damage" included within the "products-completed operations hazard".

- c. Any person or organization but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

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

- d. Any person or organization but only with respect to their liability as co-owner of the premises.

6. The following is not an insured:

- a. Any person or organization with respect to the conduct of any current or past partnership, joint venture, limited liability

company, that is not shown as a Named Insured in the Declarations.

- b. Any person who is a professional health care services provider with respect to his or her rendering or failure to render professional health care services, except your school nurses (other than nurse practitioners) and student nurses while acting within the scope of their duties as directed by you.

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;
- c. Persons or organizations making claims or bringing "suits"; or
- d. Policies involved.

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, explosion, smoke or leaks from automatic fire protective systems, 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.

8. When two or more coverages or policies are issued by us:

- a. If the liability coverage provided by the Commercial General Liability Coverage Part of this policy, and any endorsement or other Coverage Part of this policy, provides liability coverage for the same "occurrence" or offense, the maximum liability under all coverages shall not exceed the limits of liability as provided by the Commercial General Liability Coverage Part of this policy.
- b. If this policy and any other policy issued to you by us or any Company affiliated with us apply to the same "occurrence" or offense, the maximum liability under all such policies shall not exceed the highest applicable limit of liability under any one policy.

But conditions a. and b. above do not apply to any policy issued by us or any affiliate company specifically to apply as excess insurance over this policy.

The Limits of Insurance of this Coverage Form 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 Form.

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.

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.

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 Form and all endorsed coverages:

- 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 Form and all endorsed coverages 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 Form and all endorsed coverages 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 any of the coverages provided within this Coverage Form, 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 by attachment of an endorsement.
- (c) Any other primary insurance available covering athletics activities.
- (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. 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, including all Coverages that may be added by endorsement, those rights are transferred or assigned 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 websites, only that part of a website 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 in the state 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. "Damages" mean only those compensatory tort damages allowed by law.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Employment related practices" mean:

- a. The refusal to employ;

- b. Termination of employment, or a breach of any express or implied covenants of employment; or
 - c. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other practices, policies, acts or omissions, related to employment.
8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
10. "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.
11. "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, roadbeds, 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.
12. "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".
13. "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".

14. "Minister" means a person:

- a. Employed by;
- b. Duly assigned to; or
- c. Duly appointed by

you to attend to the spiritual needs of the congregation.

15. "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 in the state 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".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "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";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement";
- h. Wrongful acts, errors or omissions resulting from counseling services:
 - (1) That attend to the spiritual needs of a person, and are performed by:
 - (a) A "minister" employed by you, but only for counseling services that are within the scope of his or her duties for you;
 - (b) Your "employee" or "volunteer worker", but only if acting under the direction and control of your employed "minister" and within the scope of his or her duties as your "employee" or "volunteer worker"; or
 - (c) A person in training to become a licensed or non-licensed counselor, but only if acting:
 - a. Under the direction and control of your employed "minister" or your principal (if you operate a school); and
 - b. Within the scope of his or her duties as a counselor in training.
 - (2) That are performed by a school counselor employed by you, if you operate a college or school, but only while acting within the scope of his or her duties as your "employee" and while providing to your students counseling or academic guidance, other than the creation, implementation and maintenance of an educational program.

However, "personal and advertising injury" does not include any injury arising from "sexual misconduct or sexual molestation", "sexual harassment", or counseling services that provide advice or assistance regarding charitable contributions, finance, insurance, investment, law, real estate or tax.

- 18. "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.
- 19. "Product recall" means the recall or withdrawal of "your product" from the market or from use by any other person or organization because of a known or suspected defect in "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".
- 20. "Product recall expenses" mean those reasonable and necessary expenses paid and directly related to a "product recall".
- 21. "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.

22. "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.

23. "Sexual misconduct or sexual molestation" means any activity which is sexual in nature (whether permitted or not permitted); and includes, but is not limited to: sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, sexual stimulation, fondling intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, unauthorized touching, or the

photographic, video or other reproduction of sexual activity.

However, "sexual misconduct or sexual molestation" does not include employment-related "sexual harassment".

24. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature when such conduct:

- a. Is linked implicitly or explicitly with a decision affecting a term or condition of any individual's employment;
- b. Interferes with any individual's job performance;
- c. Creates an intimidating, hostile or offensive working environment for any individual; or
- d. Arises out of or is related to an unlawful employment practice as codified at 42 U.S.C.A. § 2000e-2(a), or any pendant State, municipal or local code, regulation or ordinance.

25. "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.

26. "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.

27. "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.

28. "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.**
- 29. "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.

DIRECTOR AND OFFICER LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This **Coverage D** is merged within and is a comprised part of the Commercial General Liability Coverage Form. The coverage provided by this coverage part is distinct and separate from that provided under **Coverage A, Coverage B, and Coverage C.**

Words and phrases that appear in quotation marks have special meaning. Refer to both **SECTION V -- DEFINITIONS** and the other definitions provided herein which are unique and specific to this coverage part.

COVERAGE D. DIRECTOR AND OFFICER LIABILITY is added to **SECTION I -- COVERAGES** as follows:

COVERAGE D. DIRECTOR AND OFFICER LIABILITY

1. Insuring Agreement

a. Indemnification For You and Your "Directors or Officers"

We will pay only those sums that you or your "directors or officers" become legally obligated to pay as "damages" because of a "wrongful act" to which this coverage part applies. This coverage part applies only if:

- (1) The "wrongful act" takes place within the "coverage territory", and
- (2) The "wrongful act" must have its first commission during the policy period.

However, the amount we pay for "damages" is limited in **SECTION III -- LIMITS OF INSURANCE.**

b. Defense Obligation

We have the right and duty to defend any insured against any "suit" seeking those "damages" to which this coverage part applies. We have no duty to defend any insured against any "suit" seeking "damages" to which this coverage does not apply. We may, at our discretion, investigate any "wrongful act" and settle

any claim or "suit" that may result. However, our duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - Coverage D.**

2. Exclusions

This coverage part does not apply to:

- a. Any "Wrongful Act" arising out of or in any way related to, directly or indirectly to:
 - i. "Bodily Injury";
 - ii. "Property Damage";
 - iii. "Personal and Advertising Injury";
 - iv. "Sexual Misconduct" or "Sexual Molestation";
- b. Liability assumed in any contract;
- c. Any liability imposed by the Employers Retirement Income Security Act of 1974 (ERISA) or any amendments thereto, or similar provisions of any State or local statute or regulation;
- d. The failure or omission to procure, renew, or maintain insurance or bonds;
- e. Any claim, notification, or "suit" arising out of:
 - (1) An actual, alleged, or threatened discharge, dispersal, release or escape of "pollutants"; or
 - (2) Any governmental direction, order or request that you or any insured test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize "pollutants";

- f. Any claim or "suit" arising out of "employment-related practices";
- g. Any claim, action, administrative proceeding, "suit", or hearing brought by or on behalf of any regulatory or administrative agency, including, but not limited to, any right the agency may have as a receiver, liquidator, conservator, or otherwise;
- h. Any claim or "suit" involving title to any real property;
- i. Any claim or "suit" pertaining to ecclesiastical law, statute, canon, rule, or regulation;
- j. Profits made from the purchase or sale of any security within the meaning of § 16(b) of the Securities Exchange Act of 1934 and any subsequent amendments thereto, or similar provisions of any State, municipal, or local statute, regulation, or ordinance;
- k. Any adjudicated: fraudulent, dishonest, willful, or malicious "wrongful act";
- l. Any claim or "suit" asserted or made against any "director or officer" by you, any insured, or any other "director or officer";
- m. Personal profits or advantages which you or your "directors or officers" are not legally entitled; and
- n. Any liability arising out of the Civil Rights Act codified at 42 U.S.C. § § 1983 - 1988 or any similar State or local code, regulation or ordinance.

SUPPLEMENTARY PAYMENTS -- Coverage D

We will pay, in addition to the Limit of Insurance, with respect to any claim we investigate or settle, or any "suit" we defend:

- a. All expenses we incur;
- b. The costs awarded the prevailing party, excluding attorney fees, taxed against an insured in any "suit" we defend;
- c. All interest which accrues after the entry of the judgment and before we have paid, tendered or deposited in court either the amount of judgment or the remaining limit of liability, whichever is less; and

- d. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 per day for missed work.

SECTION II -- WHO IS AN INSURED

Section II is incorporated by reference.

SECTION III -- LIMITS OF INSURANCE

1. The Limits of Insurance, specific to this coverage, as designated in the Declarations determines the most we will pay regardless of the number of: claims, "suits", "wrongful acts", insureds or "directors or officers."
2. Deductible

From each claim or "suit" which results in payment for:

- (1) "Damages", or
- (2) Any expense, costs, or interest under the Supplementary Payments provisions of this coverage,

An amount of \$2,500 shall be first deducted. We may pay any part or all of the deductible to effectuate a settlement. You agree to promptly reimburse us for such payment.

SECTION IV -- CONDITIONS COVERAGE D

The following duties have been added and are unique to this coverage part. The remainder of **SECTION IV** is incorporated by reference. Where there is a conflict the conditions and duties provided herein will supercede those contained in **SECTION IV**.

1. **Duties in the Event of a "Wrongful Act", Claim, or "suit"**
 - a. You agree to give us written notice within thirty (30) days from the date you become aware of any "wrongful act" which may result in a claim or "suit" covered by this coverage. This notice shall contain all information available to you with respect to the time, place and circumstances of the "wrongful act" including the names and addresses of all persons involved and witnesses.
 - b. If a claim is made or a "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."
 - 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, settlement or defense of the "wrongful act", claim, or "suit";
- (4) Assist us in the enforcement of any right against any person or organization which may be liable to you or any insured because of "damages" to which this coverage part applies;

d. No insured will, except at their own cost, make any payment, assume any obligation, or incur any expense without our consent.

2. Other Insurance

When other coverage or insurance is available our obligations are limited as follows:

a. Primary Insurance

This coverage is primary except when designated in the Declarations as excess and then **b.** below applies. If there is other primary coverage, we will share with all other insurance by method outlined in **c.** below.

b. Excess Insurance

When this coverage is designated as excess our duty to defend is subordinate and secondary to all other insurers. If no other insurer defends, we will defend. However, we will be entitled to the insured's rights against those other insurers.

When this insurance is excess over other insurance, we will pay only our share, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the "wrongful act" in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method. Accordingly each insurer contributes equal amounts until it has paid its applicable limit.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Consequently, each insurer's share is based on the ratio of its applicable limit to the total applicable limits of all insurers.

SECTION V -- DEFINITIONS -- Coverage D

The following words or phrases have a specific and unique meaning to this coverage. The remainder of **SECTION V** is incorporated by reference. Where there is a conflict, the definitions provided herein will supercede those contained in **SECTION V**.

a. "Alternative dispute resolution" includes, but is not limited to: negotiation, mediation, binding or non-binding arbitration, or summary jury trials.

b. "Damages" means only those compensatory damages allowed by law. "Damages" does not include attorney fees, costs or expenses, or punitive or exemplary damages.

c. "Director or officer" or "directors or officers" mean those insureds that are appointed or elected and authorized with the responsibility to manage and/or direct your affairs, while acting solely and exclusively in their capacity for you.

d. "Employment-related practices" mean:

(1) Any act or failure to act, by an insured, in connection with your business; or

(2) Any of your policies, or your failure to have a policy

Which directly or indirectly affects a person's employment status or condition with you or prospective employment by you.

e. "Sexual Misconduct or Sexual Molestation": is any activity which is sexual in nature whether permitted or unpermitted, including but not limited to, sexual assault, sexual battery, sexual

relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, photographic, video or other reproduction of sexual activity, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, undue familiarity, or unauthorized touching.

- f. "Suit" means any proceeding in a civil court to recover "damages" to which this coverage applies. "Suit" includes an

"alternative dispute resolution" proceeding in which "damages" are claimed and to which an insured must submit or does submit with our consent.

- g. "Wrongful act" means a single or a series of interrelated continuing negligent: acts, errors, omissions, misrepresentations, or breaches of duty initiated or ratified by you or one or more of your "directors or officers" acting individually or in concert.

FLORIDA CHANGES -- CANCELLATION AND NONRENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;

(3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

(4) A substantial change in the risk covered by the policy; or

(5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph **2.b.**

B. Paragraph **3.** of the **Cancellation** Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. 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. If we cancel, the refund will

be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

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

Nonrenewal

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C O M M E R C I A L C R I M E C O V E R A G E P A R T
D E C L A R A T I O N S P A G E

POLICY EFFECTIVE 04/12/2020

POLICY NO. 1448-578

NAMED INSURED NEW FAITH FREE METHODIST CHURCH

LOCATIONS

PREMISES ARE THE SAME AS SHOWN ON THE COMMERCIAL
PROPERTY COVERAGE PART DECLARATIONS PAGE

COVERAGES, LIMITS OF INSURANCE AND DEDUCTIBLE

CHURCH FIDELITY BOND COVERAGE FORM

	LIMITS OF INSURANCE	DEDUCTIBLE AMOUNT
CHURCH THEFT COVERAGE FORM	\$1,000	-0-

	LIMITS OF INSURANCE	DEDUCTIBLE AMOUNT
MONEY AND SECURITIES ONLY	\$1,000	\$500

FORM PCR2611/0396
CHURCH THEFT COVERAGE FORM

SCHEDULE

CLASSES OF PROPERTY	LIMIT OF INSURANCE
A. BLANKET (INCLUDING MONEY *AND SECURITIES)	\$
B. BLANKET (EXCLUDING MONEY AND SECURITIES)	\$
C. MONEY *AND SECURITIES	\$ 1,000
D. SPECIFIC ARTICLES	\$
_____	\$
_____	\$
_____	\$

*SPECIAL LIMIT OF INSURANCE: THIS SPECIAL LIMIT OF INSURANCE FOR "LOSS" OF MONEY SHALL BE TWICE THE LIMIT OF INSURANCE SHOWN IN THIS SCHEDULE FOR THE FOUR DAYS OF YOUR CHOICE, INDICATED BELOW, AND THE FOUR CALENDAR DAYS IMMEDIATELY PRECEDING AND FOLLOWING

CONTINUED ON THE NEXT PAGE

C O M M E R C I A L C R I M E C O V E R A G E P A R T
D E C L A R A T I O N S P A G E

POLICY EFFECTIVE 04/12/2020

POLICY NO. 1448-578

NAMED INSURED NEW FAITH FREE METHODIST CHURCH

SCHEDULES

FORM PCR2611/0396
CHURCH THEFT COVERAGE FORM

THOSE DAYS.

CHOICE OF FIRST DAY (WILL BE EASTER IF NO ENTRY):

CHOICE OF SECOND DAY (WILL BE THANKSGIVING IF NO ENTRY):

CHOICE OF THIRD DAY (WILL BE CHRISTMAS IF NO ENTRY):

CHOICE OF FOURTH DAY (NO COVERAGE IF NO ENTRY):

THIS SPECIAL LIMIT OF INSURANCE APPLIES ONLY TO A CLASS OF
PROPERTY FOR WHICH MONEY IS COVERED PROPERTY.

CRIME GENERAL PROVISIONS

GENERAL

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or 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.

Words and phrases in quotation marks are defined in the policy.

Unless stated otherwise in any Crime Coverage Form, DECLARATIONS or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime Coverage Forms forming part of this policy.

A. GENERAL EXCLUSIONS: We will not pay for loss as specified below:

- 1. Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
- 2. Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
- 3. Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
 - a.** Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
 - b.** Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
 - c.** Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

4. Legal Expenses: Expenses related to any legal action.

5. Nuclear: Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

6. War and Similar Actions: Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. GENERAL CONDITIONS

1. Consolidation — Merger: If through consolidation or merger with, or purchase of assets of, some other entity:

a. Any additional persons become "employees"; or

b. You acquire the use and control of any additional "premises";

any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises," but only if you:

a. Give us written notice within 30 days thereafter; and

b. Pay us an additional premium.

2. Coverage Extensions: Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Section.

3. Discovery Period for Loss: We will pay only for covered loss discovered no later than one year from the end of the policy period.

4. Duties in the Event of Loss: After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:

a. Notify us as soon as possible.

- b. Submit to examination under oath at our request and give us a signed statement of your answers.
- c. Give us a detailed, sworn proof of loss within 120 days.
- d. Cooperate with us in the investigation and settlement of any claim.

5. Joint Insured

- a. If more than one Insured is named in the DECLARATIONS, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- c. An "employee" of any Insured is considered to be an "employee" of every Insured.
- d. If this insurance or any of its coverages is cancelled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
- e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

6. Legal Action Against Us: You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this insurance; and
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you discover the loss.

7. Loss Covered Under More Than One Coverage of This Insurance: If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:

- a. The actual amount of loss; or
- b. The sum of the Limits of Insurance applicable to those coverages.

8. Loss Sustained During Prior Insurance

- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:

- (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
- (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.

- b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:

- (1) This insurance as of its effective date; or
- (2) The prior insurance had it remained in effect.

9. Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate: If any loss is covered:

- a. Partly by this insurance; and
- b. Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

10. Non-Cumulation of Limit of Insurance: Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance

cumulates from year to year or period to period.

11. Other Insurance: This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the DECLARATIONS.

12. Ownership of Property; Interests Covered: The property covered under this insurance is limited to property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

13. Policy Period

- a. The Policy Period is shown in the DECLARATIONS.
- b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

14. Records: You must keep records of all Covered Property so we can verify the amount of any loss.

15. Recoveries

- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
 - (1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
 - (2) Then to us, until we are reimbursed for the settlement made;

- (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

- b. Recoveries do not include any recovery:

- (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

- (2) Of original "securities" after duplicates of them have been issued.

16. Territory: This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone or Canada.

17. Transfer of Your Rights of Recovery Against Others to Us: You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

18. Valuation — Settlement

- a. Subject to the applicable Limit of Insurance provision we will pay for:

- (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:

- (a) At face value in the "money" issued by that country; or

- (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

- (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

- (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights,

title and interest in and to those "securities";

(b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

(i) Value of the "securities" at the close of business on the day the loss was discovered; or

(ii) Limit of Insurance.

(3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

(a) Actual cash value of the property on the day the loss was discovered;

(b) Cost of repairing the property or "premises"; or

(c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":

(1) In the "money" of the country in which the loss occurred; or

(2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.

c. Any property that we pay for or replace becomes our property.

C. GENERAL DEFINITIONS

1. "Employee" means:

a. Any natural person:

(1) While in your service (and for 30 days after termination of service); and

(2) Whom you compensate directly by salary, wages or commissions; and

(3) Whom you have the right to direct and control while performing services for you; or

b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises."

c. Any minister (person duly assigned, appointed or employed to attend to the spiritual needs of others), council member, deacon, elder, officer, member of the Board of Education, Board of Governors or Board of Trustees, Sunday school superintendent, Sunday school teacher, vestry member, warden or volunteer, duly appointed or elected by you, whether or not compensated, but only while acting in the scope of his or her duty as such in relation to you.

But "employee" does not mean any:

(1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character.

2. "Money" means:

a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and money orders held for sale to the public.

3. **"Property Other Than Money and Securities"** means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.
4. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;but does not include "money."

CHURCH FIDELITY BOND COVERAGE FORM

A. COVERAGE AND LIMIT OF INSURANCE

We will pay for loss of "money," "securities," and "property other than money and securities" by dishonest or fraudulent acts of your "employees" acting alone or in collusion with others, for an amount not exceeding the limit of insurance shown in the Declarations and when coverage for Church Fidelity Bond is designated in the Declarations.

B. ADDITIONAL CONDITIONS AND DEFINITION

In addition to the provisions in the Crime General Provisions Form this Coverage Form is subject to the following:

1. Additional Conditions:

- a. Insurance hereunder shall be deemed

cancelled as to any "employee" immediately upon discovery by you, or any partner or officer, of any fraudulent or dishonest act of such "employee";

- b. Dishonest or fraudulent acts include a series of similar or related acts for the purpose of applying the limit of insurance.

2. Additional Definition:

- a. **"Employee"** also means any officer, minister (person appointed to attend to the spiritual needs of the congregation), person duly elected, or person appointed by the minister or other official with authority to appoint.

CHURCH THEFT COVERAGE FORM

CORNERSTONE PLUS

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental Declarations.)

Location	Classes of Property	Limit of Insurance
	(a) Blanket (including money *and securities)	\$
	(b) Blanket (excluding money and securities)	\$
	(c) Money *and securities	\$
	(d) Specific articles	
	=====	\$
	=====	\$
	=====	\$

***Special Limit of Insurance:** This special limit of insurance for "loss" of **money** shall be twice the limit of insurance shown in this schedule for the four days of your choice, indicated below, and the four calendar days immediately preceding and following those days.

Choice of first day (will be Easter if no entry): _____
Choice of second day (will be Thanksgiving if no entry): _____
Choice of third day (will be Christmas if no entry): _____
Choice of fourth day (no coverage if no entry): _____

This special limit of insurance applies only to a class of property for which money is covered property.

A. COVERAGE

We will pay for "loss" of covered property only at those locations as indicated by a specific limit of insurance, resulting from the Covered Cause of Loss.

1. **Covered Property:** "Money," "securities," and "property other than money and securities."
 - a. within the "premises,"
 - b. within a night depository safe provided by a bank or trust company on its premises for the use of its customers, or
 - c. while in the care or custody of a person duly authorized by you to have such care or custody thereof.

2. **Covered Cause of Loss:** Actual or attempted "theft."

3. Coverage Extension

Premises Damage: We will pay for "loss" from damage to the "premises" resulting directly from the Covered Causes of Loss. if you are the owner of the property or are liable for damage to it.

B. LIMIT OF INSURANCE

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

C. DEDUCTIBLE

We will not pay for "loss" in any one "occurrence" unless the amount of "loss" exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of "loss"

in excess of the Deductible Amount, up to the Limit of Insurance. The provision of this deductible shall apply to specific articles.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS :

In addition to the provisions in the Crime General Provisions Form this Coverage Form is subject to the following:

1. Additional Exclusions: We will not pay for "loss" as specified below:

a. Acts of Employees, Directors, Trustees or Representatives:

"Loss" resulting from any fraudulent, dishonest or criminal act by any of your "employees," directors, trustees or authorized representatives:

(1) Acting alone or in collusion with other persons; or

(2) While performing services for you or otherwise.

b. Property Not Covered: "Loss" to property not owned by you from within the premises unless such property was located therein for use by you.

c. Records: "Loss" of manuscripts, books of account or records.

2. Additional Conditions: As respects property specifically described in the

Schedule, the amount per article specified therein is the agreed value of the article for the purpose of this insurance.

3. Additional Definitions:

a. "Loss" includes damage.

b. "Occurrence" means all loss whether:

(1) Caused by one or more persons; or

(2) Involving a single act or series of related acts.

c. "Premises" means the interior of:

(1) The church at a location scheduled in the endorsement;

(2) That portion of any other building which is owned by or leased to you and is used exclusively for conducting the religious, educational, recreational, building maintenance or social activities of its congregation therein; and

(3) Any residence occupied by the minister; but does not include a chapel or mission which is not located at or adjacent to the location designated in the Declarations, or any other building used in connection therewith.

d. "Theft" means any act of stealing.

FLORIDA CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART

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

2. Cancellation For Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) There has been a failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) There has been a substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if cancellation is for the reason stated in **b.(1)** above; or
- (b) 45 days before the effective date of cancellation if cancellation is for the reasons stated in **b.(2), (3), (4)** or **(5)** above.

B. The following is added:

NONRENEWAL

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. When forming a part of this policy, the **Legal Action Against Us** Condition in the Crime General Provisions and in the Safe Depository Direct Loss Coverage Form is replaced by the following:

LEGAL ACTION AGAINST US

You may not bring any legal action against us involving loss:

1. Unless you have complied with the terms of this insurance;
2. Until 90 days after you have filed proof of loss with us; and
3. Unless brought within 5 years from the date you discover the loss.

**Pinellas Community Foundation
Pinellas CARES Nonprofit Partnership Fund Grant Application**

Organization Name: New Faith Free Methodist Church, Inc.
 Project Name: Feeding the Homeless/Hungry
 From: 09/06/2020 to 12/30/2020

Budget Category	Organizational Budget Total	Pinellas CARES Grant
Personnel	\$ 0	\$0
Equipment	\$2,000.00	\$1,256.00
Supplies	\$4,400.00	\$3,700.00
Occupancy: Use of electric and water (utilities)	\$ 350.00	\$ 125.00
Local Travel: Travel expenses (gas for two drivers)	\$ 420.00	\$ 176.00
Training	\$0	\$0
Design, Printing, Marketing and Postage: Flyers and tracts for distribution (printing)	\$ 100.00	\$0
Capital	\$0	\$0
Purchased Services	\$0	\$0
Administration: 10% De minimus rate of 10%	\$ 700.00	\$ 525.00
TOTAL	\$7,970.00	\$5,782.00

Pinellas Community Foundation
PCF CARES Application
Budget Narrative Form

Organization: New Faith Free Methodist Church, Inc.
Project Name: Feeding the Homeless/Hungry
From: 09/06/2020 To: 12/30/2020

Personnel: NONE

Equipment:- In order to accommodate cooking and preparing for a larger group, there is a requirement by the St. Petersburg Fire Department for a ductless hood to be installed over the cooktop at the church. Also with the increase in the amount of food needed, it is imperative a large upright frost-free freezer be purchased, since there is only a residential size refrigerator at the facility. This would enable us to store bulk frozen foods that are purchased while on sale. The shelving at the facility is minimal, with the purchase of a heavy duty wire shelf, we can store our large #10 canned goods safely. Other food preparation items include large metal mixing bowls (2) as well as (2) 20 quart cooking pots with lids.

(1) Zline 30" wall mounted kitchen hood (KF1-30)Home Depot...\$429.00+ \$200.00 (Installation fee)= \$629.00

The St. Petersburg Fire Department has requested that if more than food warming be done at our facility, that a Type 1 hood vent be placed over our present stove. With the increase of the volume of food to be prepared due to the COVID 19 outbreak, we must now centrally prepare the food. We are going from preparing 50-60 meals once a week in member's homes to 160 or more per week. Installation to be done by Mr. Carlton Gregg, Organizations's handyman.

(1) SABA 23 cubic ft. upright freezer #S-23R.....Home Depot.....\$1,696.00 + \$55.00 (shipping)= \$1,751.00
(Alternative \$965.00)

To expand our food storage of both donated and purchased bulk food, there needs to be an investment in a freezer. We are barely able to store our present food supply at the church (there is only a regular refrigerator present) and with the onset of the COVID-19 pandemic, the need is even greater to adequately and centrally store what is needed to prepare the anticipated 160 meals a week that we will provide. There is limited space to install a chest freezer, an upright would be more practical. I have looked into renting a freezer. Due to the pandemic, freezers of any kind are in short supply and high demand. Spoke to RAC and Rent-a-Center, local rental businesses and they no longer rent freezers, only refrigerators. Contacted Portable Refrigeration Storage, Inc., a rental freezer company based in Tampa and their fees were exorbitant (\$1,875.00 for 12 weeks plus 500 delivery fee). Alternative could be a used upright freezer if one could be located locally. A smaller, 17 cubic inch freezer has been posted on Facebook Marketplace for \$965.00, however availability, durability, and capacity might be of question.



GFS 8 quart mixing bowls (2) GFS (Gordon's Food Store).....\$27.00 each.....= \$54.00

Due to the Covid-19 pandemic, we are in need of more large bowls to accommodate the food preparation for 160 meals a week instead of the normal 50-60 per week that we prepared Pre-Covid.

GFS- 20 quart cooking pots with lids (2).....GFS.....\$44.00 each..... = \$88.00
 Essential for meal preparation in cooking larger amounts of food that are needed due to the COVID-19 pandemic's influx of homelessness and those who are hungry and don't have food to eat.

6ft. 6 Tier heavy duty wire metal storage rack.....Home Depot.....\$149.00
 For safe storage of food items. The wall cabinets at our facility cannot accommodate a surplus of large #10 canned goods nor the large bags of dried goods, oils, paper products, bulk items, etc. that are needed if we are to meet the need of an additional 120 meals per week that will be prepared during this pandemic.

TOTAL: \$1,256.00 (Revised)



Supplies:

Pre-COVID, we spent about \$25.00 weekly on paper goods a week from Sam's Club and Walmart for the quantity we feed. This includes carryouts containers, eating utensils, napkins, and plastic sandwich bags.

Depending on menu, before the pandemic, we spent about \$40.00 weekly on meats; ground beef, chicken, pork, seafood from GFS Food store or other stores where meats are less expensive in bulk.

Pre-COVID-19, we spent \$40.00 weekly on sauces, spices, breads, fruits and desserts, vegetables, bottled water purchased from Walmart and Sam's Club. We have received some small donations of dried pasta, grains, dried beans and cheeses from local pantries or individuals. Many of the volunteers from our Cub Scouts have augmented our food supplies with personal donations.

\$3,700 to purchase additional food over 16 weeks to supplement food donated by the Cub Scout pack, the sponsor organization as well as others during the COVID-19 crisis.

\$100/week at GFS to purchase large bulk items mostly meats and proteins.

\$100/week at Sam's Club to purchase paper goods including carryouts containers, food preparation items, and bulk vegetables and food staple such as rice, potatoes, pasta, breads, oil, bottled water, sauces, cheese, desserts.

\$31.25/week at Walmart to purchase fresh fruits and vegetables

$(100 \times 16) + (100 \times 16) + 31.25 \times 16 = \$3,700.00$

Our meals consist of: a serving of meat entree, pasta or rice, vegetable, bread, fresh fruit or dessert and bottled water. Actual menu pictures below from the month of September 2020:



Occupancy: It was agreed that the project would pay 30% of the proposed budgeted electric cost of \$350.00= (approx). \$125.00 of the use of the building because of the extended amount of cooking, baking and environmental services needed to increase the food production during the pandemic crisis.

Local Travel:

Reimbursement for two (2) additional driver for delivery of meals in their personal vehicle. The scope of area to disperse meals will increase from 20 miles once a week to 40 miles twice a week to be able to disperse an additional 120 meals a week. This line item will increase the efficiency of distributing to more people throughout the city, where the need is the greatest, during this pandemic.

\$2.20 per gal. (16 miles per/gal- Average for 2005 BMW) one trip per week per driver of 40 miles around the city x16 weeks. = \$176.00

Training: NONE

Design, Printing, marketing, Marketing and postage: NONE

Capital: NONE

Purchased Services: NONE

Administration (pre-approved federal indirect cost, etc.): The line item reflects 10% of the allowable expenditure of this project to cover administrative related cost.

LPO's Listing

***New Faith Cub Scout Pack 295:**

Gwendolyn Glenn Cubmaster: 2846 51st Avenue South, St. Petersburg, Fl. 33712 (727) 420-3439,
Email: GiGi3602@hotmail.com

Teresa Williams-Brown, Committee Chairman, 825 15th Avenue South, St. Petersburg, Fla. (727) 336-7918,
Email: twbrown1515@gmail.com

Phylestine Aires, Den Leader: 2304 Melrose Avenue So., St. Petersburg, Fl. 33712, (702) 504-9253
Email: phylaires@yahoo.com

Elizabeth Siplin, Organizational Head: 661 17th Avenue South, St. Petersburg, Fl. 33705, (915) 355-7715
Email: EMPACTsolutions@outlook.com