
State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	/		

Filing at a Glance

Company:	The Celina Mutual Insurance Company
Product Name:	Businessowners
State:	Ohio
TOI:	05.0 CMP Liability and Non-Liability
Sub-TOI:	05.0002 Businessowners
Filing Type:	Form/Rate/Rule
Date Submitted:	12/13/2013
SERFF Tr Num:	CEIN-129228607
SERFF Status:	Closed-FILED
State Tr Num:	CEIN-129228607
State Status:	FILED
Co Tr Num:	BP-13-02
Effective Date	02/26/2014
Requested (New):	
Effective Date	03/26/2014
Requested (Renewal):	
Author(s):	Cathy Bigham, Cindy Baker, Dian Steele, Cheryl Hartings, Lisa Stetler, Gwen Fader
Reviewer(s):	Bob Kelley (primary), Walt Wulliger
Disposition Date:	02/18/2014
Disposition Status:	FILED
Effective Date (New):	02/26/2014
Effective Date (Renewal):	03/26/2014

State: Ohio
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
Product Name: Businessowners
Project Name/Number: /

Filing Company: The Celina Mutual Insurance Company

General Information

Project Name: Status of Filing in Domicile:
 Project Number: Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 02/18/2014
 State Status Changed: 02/18/2014 Deemer Date:
 Created By: Cindy Baker Submitted By: Dian Steele
 Corresponding Filing Tracking Number:
 State TOI: 05.0 CMP Liability and Non-Liability State Sub-TOI: 05.0002 Businessowners

Filing Description:

The undersigned company, a subscriber to the Insurance Services Office for loss costs, rules and forms, wishes to submit a rate, rule and form filing for your review and acknowledgement. With this revision we will be adopting the ISO 2010 Businessowners Program and the ISO 2013 Businessowners Program, subject to our company form and rule deviations. All changes are outlined in detail in the enclosed Filing Memorandum and Actuarial Memorandum.

Company and Contact

Filing Contact Information

Cindy Baker, Compliance Technician cbaker@celinainsurance.com
 1 Insurance Square 800-552-5181 [Phone] 2324 [Ext]
 Celina, OH 45822-1690 419-586-6165 [FAX]

Filing Company Information

The Celina Mutual Insurance Company	CoCode: 20176	State of Domicile: Ohio
1 Insurance Square	Group Code: 35	Company Type: P&C
Celina, OH 45822-1690	Group Name: Celina Insurance Group	State ID Number:
(800) 552-5181 ext. [Phone]	FEIN Number: 34-4202015	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: Yes

Company	Amount	Date Processed	Transaction #
The Celina Mutual Insurance Company	\$50.00	12/13/2013	77490298

State Specific

Statistical Reporting Agent (AAIS, ISO, ISSI, NCIS, NISS, SFAA, etc) REQUIRED on NEW Programs or NEW Lines of Business: ISO

MANDATORY FIELD: PUBLIC RECORD - Acknowledge that EVERYTHING in this filing will become Public Record per ORC 3935.04(A) or ORC 3937.03(A): Acknowledged

State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
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IMPORTANT CHANGE -- EFT IS MANDATORY FOR ALL FILINGS SUBMITTED ON OR AFTER 01/01/2011. See Bulletin 2010-08 attached to our General Instructions in SERFF.: EFT

SERFF Tracking #:	CEIN-129228607	State Tracking #:	CEIN-129228607	Company Tracking #:	BP-13-02
State:	Ohio	Filing Company:	The Celina Mutual Insurance Company		
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners				
Product Name:	Businessowners				
Project Name/Number:	/				

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
FILED	Bob Kelley	02/18/2014	02/18/2014

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Rate	Businessowners Rules Pages (Company Exceptions)	Cindy Baker	02/06/2014	02/06/2014
Rate	Businessowners Rate Pages (Company Exceptions)	Cindy Baker	02/06/2014	02/06/2014
Rate	Businessowners Rate Pages (Company Exceptions)	Cindy Baker	12/23/2013	12/23/2013
Form	Restaurant - Extension Endorsement	Cindy Baker	12/18/2013	12/18/2013
Form	Grocery And Convenience Store - Extension Endorsement	Cindy Baker	12/18/2013	12/18/2013
Rate	Businessowners Rules Pages (Company Exceptions)	Cindy Baker	12/18/2013	12/18/2013
Form	Personal Coverage Endorsement	Dian Steele	12/16/2013	12/16/2013

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
AA Approved	Reviewer Note	Walt Wulliger	01/16/2014	
EFT ok	Reviewer Note	OhioPC CAAssign	12/16/2013	

SERFF Tracking #:	CEIN-129228607	State Tracking #:	CEIN-129228607	Company Tracking #:	BP-13-02
State:	Ohio	Filing Company:	The Celina Mutual Insurance Company		
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners				
Product Name:	Businessowners				
Project Name/Number:	/				

Disposition

Disposition Date: 02/18/2014

Effective Date (New): 02/26/2014

Effective Date (Renewal): 03/26/2014

Status: FILED

Comment:

This filing, as submitted or as amended herein, is Approved under Chapter 3935, or Accepted under Chapter 3937, of the Ohio Revised Code.

EFFECTIVE DATES: Our records indicate you will implement this filing on the Effective Date(s) shown herein. If the effective date(s) is/are incorrect or you need to revise the effective date(s), submit a Post-Submission Update or a Note to Reviewer through SERFF with the revised dates. Since filings become public record as of the effective date, changes of effective date(s) should be submitted PRIOR TO the effective date(s) originally requested.

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
The Celina Mutual Insurance Company	3.900%	3.400%	\$89,193	2,009	\$2,623,332	%	%

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Filing Requirements Summary - P&C	Filed	Yes
Supporting Document	Actuarial Exhibits	Filed	Yes
Supporting Document	Exhibits A and B	Filed	Yes
Supporting Document	INS 4012 (Profit & Loss Statement)	Filed	Yes
Supporting Document	Acturial Memorandum	Filed	Yes
Supporting Document	Filing Memorandum	Filed	Yes
Form	Ordinance Or Law Coverage	Filed	Yes
Form	Businessowners Plus Endorsement	Filed	Yes
Form	Employee Benefits Liability Coverage	Filed	Yes
Form	Businessowners Policy Declarations	Filed	Yes
Form	Contractor Program - Extension Endorsement	Filed	Yes
Form	Auto Service Program - Extension Endorsement	Filed	Yes
Form	Equipment Breakdown Enhancement Endorsement	Filed	Yes

State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	/		

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Garagekeepers Coverage	Filed	Yes
Form	Car Wash Program - Extension Endorsement	Filed	Yes
Form	Contractors' Installation, Tools And Equipment Coverage	Filed	Yes
Form	Contractors' Installation, Tools And Equipment Coverage Schedule	Filed	Yes
Form	Small Church Program - Extension Endorsement	Filed	Yes
Form (revised)	Personal Coverage Endorsement	Filed	Yes
Form	Sexual Acts Liability Coverage Endorsement	Filed	Yes
Form	Counseling Professional Liability Coverage Endorsement	Filed	Yes
Form	Self-Storage Facilities	Filed	Yes
Form	Welfare And Pension Plan Coverage (ERISA)	Filed	Yes
Form	Protective Safeguards	Filed	Yes
Form	Employment Practices Liability Insurance Coverage Endorsement	Filed	Yes
Form	Commercial Employment Practices Liability Insurance Coverage Endorsement Supplemental Declarations	Filed	Yes
Form	Supplemental Extended Reporting Period Endorsement	Filed	Yes
Form	Contractors Errors And Omissions Coverage Supplemental Declarations	Filed	Yes
Form	Outdoor Fences Coverage	Filed	Yes
Form	Spoilage Coverage - Contamination And/Or Power Outage	Filed	Yes
Form	Businessowners Platinum Plus Endorsement	Filed	Yes
Form	Hired Auto And Non-Owned Auto Liability Coverage (Including Hired Auto Physical Damage Coverage)	Filed	Yes
Form	Contractor Program Plus - Extension Endorsement	Filed	Yes
Form	Pet Services Professional Liability	Filed	Yes
Form	Fabricare Endorsement	Filed	Yes
Form	Exclusion - Vandalism Or Malicious Mischief By A Tenant	Filed	Yes
Form	CyberOne Coverage Computer Attack And Network Security Liability	Filed	Yes
Form	Contractors Errors And Omissions Coverage Endorsement	Filed	Yes
Form	Apartment Buildings	Filed	Yes

State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	/		

Schedule	Schedule Item	Schedule Item Status	Public Access
Form (revised)	Restaurant - Extension Endorsement	Filed	Yes
Form	Additional Insured - Owners, Lessees Or Contractors - Completed Operations - Automatic Status When Required In Construction Contract Or Agreement	Filed	Yes
Form	Underground Storage Tank Deductible Coverage (Ohio)	Filed	Yes
Form	Voluntary Property Damage and Care, Custody Or Control Coverage Endorsement	Filed	Yes
Form	Auto Service And Sales Plus Coverage Endorsement	Filed	Yes
Form	Office - Extension Endorsement	Filed	Yes
Form (revised)	Grocery And Convenience Store - Extension Endorsement	Filed	Yes
Form	Retail - Extension Endorsement	Filed	Yes
Form	Service Station Endorsement	Filed	Yes
Form	Supplemental Extended Reporting Period Endorsement	Filed	Yes
Form	Supplemental Extended Reporting Period Endorsement	Filed	Yes
Form	Additional Insured - Grantor Of Franchise	Filed	Yes
Form	Customer's Goods - Legal Liability Endorsement	Filed	Yes
Form	Additional Insured - Owners, Lessees Or Contractors - Completed Operations	Filed	Yes
Form	Exclusion - Damage To Work Performed By Subcontractors On Your Behalf	Filed	Yes
Form	Exclusion - Damage To Work Performed By Subcontactors On Your Behalf - Designated Sites Of Operations	Filed	Yes
Form	Exclusion - Erroneous Delivery Or Mixture And Resulting Failure Of Seed To Germinate	Filed	Yes
Form	Identity Theft Expense Coverage	Filed	Yes
Form	Personal Coverage Endorsement	Superseded/Withdrawn	Yes
Form	Restaurant - Extension Endorsement	Superseded/Withdrawn	Yes
Form	Grocery And Convenience Store - Extension Endorsement	Superseded/Withdrawn	Yes
Rate (revised)	Businessowners Rules Pages (Company Exceptions)	Filed	Yes
Rate	Businessowners Rules Pages (Company Exceptions)	Superseded/Withdrawn	Yes
Rate (revised)	Businessowners Rate Pages (Company Exceptions)	Filed	Yes
Rate	Businessowners Rate Pages (Company Exceptions)	Superseded/Withdrawn	Yes

State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	/		

Schedule	Schedule Item	Schedule Item Status	Public Access
Rate	Businessowners Rate Pages (Company Exceptions)	Superseded/Withdrawn	Yes
Rate	Businessowners Classification Table Pages (Company Exceptions)	Filed	Yes
Rate	ISO Businessowners Ohio Exception Pages	Filed	Yes
Rate	ISO Businessowners Ohio Loss Costs	Filed	Yes
Rate	ISO Businessowners Ohio Rating Relativities And Factors	Filed	Yes
Rate	ISO Businessowners Ohio Territory Pages	Filed	Yes
Rate	Businessowners Rules Pages (Company Exceptions)	Superseded/Withdrawn	Yes

SERFF Tracking #:	CEIN-129228607	State Tracking #:	CEIN-129228607	Company Tracking #:	BP-13-02
State:	Ohio	Filing Company:	The Celina Mutual Insurance Company		
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners				
Product Name:	Businessowners				
Project Name/Number:	/				

Amendment Letter

Submitted Date: 02/06/2014

Comments:

In reviewing our manuals in preparation for the implementation of this program, some errors were found in the pages submitted. We are submitting the entire manual; however, revised manual pages are noted as "revised" in the lower right corner. Below is a summary of the corrections by page number:

Manual Page 7. We are correcting the Business Income (Extended)-Extended Period Of Indemnity factor table to reflect optional higher percentage if the Businessowners Platinum Plus Endorsement BO 00 57 is attached to policy.

Manual Page 29. We are correcting coverage description of non-owned tool coverage to reflect coverage provided in the coverage endorsement BO 00 18 Contractors' Installation, Tools And Equipment Coverage.

Manual Page 42. We are correcting the property rate relativity factor to reflect the selected rating relativity factors.

Manual Pages 44 and 45. We are correcting seven inaccurate rates.

Manual Pages 53, 54 and 55. We are correcting eligibility requirement within new Restaurant Program to reflect that the 40 year building age requirement applies to fast food and casual dining restaurants only. Additionally on Manual page 55 we are correcting the premium determination rule to include a program discount that is applied to the building and business personal property base rates.

Rate Pages BP-R-1 rates are corrected for Employee Dishonesty-BOP Plus and Employee Dishonesty- BOP Platinum Plus. Rate Page BP-R-2 rates are corrected for Forgery or Alteration with BOP Plus and BOP Platinum Plus. Rate Pages BP-R-2 and BP-R-3 rates are corrected for Money And Securities with BOP Plus and BOP Platinum Plus.

Changed Items:

No Form Schedule Items Changed.

State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	/		

Rate Schedule Item Changes					
Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Businessowners Rules Pages (Company Exceptions)	Pages 1 thru 57	Replacement		02/06/2014 By:
<i>Previous Version</i>					
1	<i>Businessowners Rules Pages (Company Exceptions)</i>	<i>Pages 1 thru 57</i>	<i>Replacement</i>		<i>12/18/2013 By:</i>
<i>Previous Version</i>					
1	<i>Businessowners Rules Pages (Company Exceptions)</i>	<i>Pages 1 thru 57</i>	<i>Replacement</i>		<i>12/13/2013 By: Dian Steele</i>
2	Businessowners Rate Pages (Company Exceptions)	Pages BP-R-1 thru BP-R-11	Replacement		02/06/2014 By:
<i>Previous Version</i>					
2	<i>Businessowners Rate Pages (Company Exceptions)</i>	<i>Pages BP-R-1 thru BP-R-11</i>	<i>Replacement</i>		<i>12/23/2013 By:</i>
<i>Previous Version</i>					
2	<i>Businessowners Rate Pages (Company Exceptions)</i>	<i>Pages BP-R-1 thru BP-R-11</i>	<i>Replacement</i>		<i>12/13/2013 By: Dian Steele</i>

No Supporting Documents Changed.

SERFF Tracking #:	CEIN-129228607	State Tracking #:	CEIN-129228607	Company Tracking #:	BP-13-02
State:	Ohio	Filing Company:	The Celina Mutual Insurance Company		
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners				
Product Name:	Businessowners				
Project Name/Number:	/				

Amendment Letter

Submitted Date: 12/23/2013

Comments:

The Theft of Clients' Property First 5 Employees rates on page BP-R-6 have been revised.

Changed Items:

No Form Schedule Items Changed.

Rate Schedule Item Changes					
Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Businessowners Rate Pages (Company Exceptions)	Pages BP-R-1 thru BP-R-11	Replacement		12/23/2013 By:
<i>Previous Version</i>					
1	<i>Businessowners Rate Pages (Company Exceptions)</i>	<i>Pages BP-R-1 thru BP-R-11</i>	<i>Replacement</i>		<i>12/13/2013 By: Dian Steele</i>

No Supporting Documents Changed.

State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	/		

Amendment Letter

Submitted Date: 12/18/2013

Comments:

We have made a couple revisions to our Company Exceptions Rules Pages. On page 30 we amended the limits under Contractors Errors And Omissions and on page 32 we amended the word General Liability to Businessowners. We added a schedule to forms BO 00 76 and BO 00 82.

Changed Items:

Form Schedule Item Changes									
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Restaurant - Extension Endorsement	BO 00 76	02 14	END	New			BO 00 76 02 14.pdf	Date Submitted: 12/18/2013 By:
<i>Previous Version</i>									
1	Restaurant - Extension Endorsement	BO 00 76	02 14	END	New			BO 00 76 02 14.pdf	Date Submitted: 12/13/2013 By: Dian Steele
2	Grocery And Convenience Store - Extension Endorsement	BO 00 82	02 14	END	New			BO 00 82 02 14.pdf	Date Submitted: 12/18/2013 By:
<i>Previous Version</i>									
2	Grocery And Convenience Store - Extension Endorsement	BO 00 82	02 14	END	New			BO 00 82 02 14.pdf	Date Submitted: 12/13/2013 By: Dian Steele

State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	/		

Rate Schedule Item Changes					
Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Businessowners Rules Pages (Company Exceptions)	Pages 1 thru 57	Replacement		12/18/2013 By:
<i>Previous Version</i>					
1	<i>Businessowners Rules Pages (Company Exceptions)</i>	<i>Pages 1 thru 57</i>	<i>Replacement</i>		<i>12/13/2013 By: Dian Steele</i>

No Supporting Documents Changed.

State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	/		

Amendment Letter

Submitted Date: 12/16/2013

Comments:

Made correction to the form.

Changed Items:

Form Schedule Item Changes

Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Personal Coverage Endorsement	BO 00 21	02 14	END	Replaced	Previous Filing Number: Replaced Form Number: BO 00 21 01 08		BO 00 21 02 14.pdf	Date Submitted: 12/16/2013 By:
<i>Previous Version</i>									
1	Personal Coverage Endorsement	BO 00 21	02 14	END	Replaced	Previous Filing Number: Replaced Form Number: BO 00 21 01 08		BO 00 21 02 14.pdf	Date Submitted: 12/13/2013 By: Dian Steele

No Rate Schedule Items Changed.

No Supporting Documents Changed.

State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	/		

Reviewer Note

Created By:

Walt Wulliger on 01/16/2014 01:25 PM

Last Edited By:

Filing Rules Migration

Submitted On:

02/26/2014 02:00 AM

Subject:

AA Approved

Comments:

x

State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	/		

Reviewer Note

Created By:

OhioPC CAAssign on 12/16/2013 06:37 AM

Last Edited By:

Filing Rules Migration

Submitted On:

02/26/2014 02:00 AM

Subject:

EFT ok

Comments:

x

State: Ohio

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name: Businessowners

Project Name/Number: /

Filing Company:

The Celina Mutual Insurance Company

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1	Filed 02/18/2014	Ordinance Or Law Coverage	BO 00 01	02 14	END	Replaced	Previous Filing Number:			BO 00 01 02 14.pdf
							Replaced Form Number:	BO 00 01 01 08		
2	Filed 02/18/2014	Businessowners Plus Endorsement	BO 00 02	02 14	END	Replaced	Previous Filing Number:			BO 00 02 02 14.pdf
							Replaced Form Number:	BO 00 02 01 08		
3	Filed 02/18/2014	Employee Benefits Liability Coverage	BO 00 03	02 14	END	Replaced	Previous Filing Number:			BO 00 03 02 14.pdf
							Replaced Form Number:	BO 00 03 01 08		
4	Filed 02/18/2014	Businessowners Policy Declarations	BO 00 09	02 14	DEC	Replaced	Previous Filing Number:			BO 00 09 02 14.pdf
							Replaced Form Number:	BO 00 09 01 08		
5	Filed 02/18/2014	Contractor Program - Extension Endorsement	BO 00 13	02 14	END	Replaced	Previous Filing Number:			BO 00 13 02 14.pdf
							Replaced Form Number:	BO 00 13 01 08		
6	Filed 02/18/2014	Auto Service Program - Extension Endorsement	BO 00 14	02 14	END	Replaced	Previous Filing Number:			BO 00 14 02 14.pdf
							Replaced Form Number:	BO 00 14 01 08		
7	Filed 02/18/2014	Equipment Breakdown Enhancement Endorsement	BO 00 15	02 14	END	Replaced	Previous Filing Number:			BO 00 15 02 14.pdf
							Replaced Form Number:	BO 00 15 01 08		
8	Filed 02/18/2014	Garagekeepers Coverage	BO 00 16	02 14	END	Replaced	Previous Filing Number:			BO 00 16 02 14.pdf
							Replaced Form Number:	BO 00 16 10 03		
9	Filed 02/18/2014	Car Wash Program - Extension Endorsement	BO 00 17	02 14	END	Replaced	Previous Filing Number:			BO 00 17 02 14.pdf
							Replaced Form Number:	BO 00 17 07 09		

SERFF Tracking #:

CEIN-129228607

State Tracking #:

CEIN-129228607

Company Tracking #:

BP-13-02

State: Ohio

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name: Businessowners

Project Name/Number: /

Filing Company:

The Celina Mutual Insurance Company

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
10	Filed 02/18/2014	Contractors' Installation, Tools And Equipment Coverage	BO 00 18	02 14	END	Replaced	Previous Filing Number:			BO 00 18 02 14.pdf
							Replaced Form Number:	BO 00 18 01 08		
11	Filed 02/18/2014	Contractors' Installation, Tools And Equipment Coverage Schedule	BO 00 19	02 14	END	Replaced	Previous Filing Number:			BO 00 19 02 14.pdf
							Replaced Form Number:	BO 00 19 01 08		
12	Filed 02/18/2014	Small Church Program - Extension Endorsement	BO 00 20	02 14	END	Replaced	Previous Filing Number:			BO 00 20 02 14.pdf
							Replaced Form Number:	BO 00 20 06 08		
13	Filed 02/18/2014	Personal Coverage Endorsement	BO 00 21	02 14	END	Replaced	Previous Filing Number:			BO 00 21 02 14.pdf
							Replaced Form Number:	BO 00 21 01 08		
14	Filed 02/18/2014	Sexual Acts Liability Coverage Endorsement	BO 00 22	02 14	END	Replaced	Previous Filing Number:			BO 00 22 02 14.pdf
							Replaced Form Number:	BO 00 22 01 08		
15	Filed 02/18/2014	Counseling Professional Liability Coverage Endorsement	BO 00 23	02 14	END	Replaced	Previous Filing Number:			BO 00 23 02 14.pdf
							Replaced Form Number:	BO 00 23 01 08		
16	Filed 02/18/2014	Self-Storage Facilities	BO 00 32	02 14	END	Replaced	Previous Filing Number:			BO 00 32 02 14.pdf
							Replaced Form Number:	BO 00 32 01 08		
17	Filed 02/18/2014	Welfare And Pension Plan Coverage (ERISA)	BO 00 37	02 14	END	Replaced	Previous Filing Number:			BO 00 37 02 14.pdf
							Replaced Form Number:	BO 00 37 01 08		
18	Filed 02/18/2014	Protective Safeguards	BO 00 42	02 14	END	Replaced	Previous Filing Number:			BO 00 42 02 14.pdf
							Replaced Form Number:	BO 00 42 01 08		
19	Filed 02/18/2014	Employment Practices Liability Insurance Coverage Endorsement	BO 00 48	02 14	END	Replaced	Previous Filing Number:			BO 00 48 02 14.pdf
							Replaced Form Number:	BO 00 48 01 08		

SERFF Tracking #:

CEIN-129228607

State Tracking #:

CEIN-129228607

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BP-13-02

State: Ohio

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name: Businessowners

Project Name/Number: /

Filing Company:

The Celina Mutual Insurance Company

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
20	Filed 02/18/2014	Commercial Employment Practices Liability Insurance Coverage Endorsement Supplemental Declarations	BO 00 49	02 14	END	Replaced	Previous Filing Number:			BO 00 49 02 14.pdf
							Replaced Form Number:	BO 00 49 01 08		
21	Filed 02/18/2014	Supplemental Extended Reporting Period Endorsement	BO 00 50	02 14	END	Replaced	Previous Filing Number:			BO 00 50 02 14.pdf
							Replaced Form Number:	BO 00 50 01 08		
22	Filed 02/18/2014	Contractors Errors And Omissions Coverage Supplemental Declarations	BO 00 51	02 14	END	New				BO 00 51 02 14.pdf
23	Filed 02/18/2014	Outdoor Fences Coverage	BO 00 53	02 14	END	Replaced	Previous Filing Number:			BO 00 53 02 14.pdf
							Replaced Form Number:	BO 00 53 01 08		
24	Filed 02/18/2014	Spoilage Coverage - Contamination And/Or Power Outage	BO 00 56	02 14	END	Replaced	Previous Filing Number:			BO 00 56 02 14.pdf
							Replaced Form Number:	BO 00 56 01 08		
25	Filed 02/18/2014	Businessowners Platinum Plus Endorsement	BO 00 57	02 14	END	Replaced	Previous Filing Number:			BO 00 57 02 14.pdf
							Replaced Form Number:	BO 00 57 02 13		
26	Filed 02/18/2014	Hired Auto And Non-Owned Auto Liability Coverage (Including Hired Auto Physical Damage Coverage)	BO 00 58	02 14	END	Replaced	Previous Filing Number:			BO 00 58 02 14.pdf
							Replaced Form Number:	BO 00 58 01 08		
27	Filed 02/18/2014	Contractor Program Plus - Extension Endorsement	BO 00 61	02 14	END	Replaced	Previous Filing Number:			BO 00 61 02 14.pdf
							Replaced Form Number:	BO 00 61 06 08		
28	Filed 02/18/2014	Pet Services Professional Liability	BO 00 62	02 14	END	Replaced	Previous Filing Number:			BO 00 62 02 14.pdf
							Replaced Form Number:	BO 00 62 01 08		

State: Ohio Filing Company: The Celina Mutual Insurance Company
 TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners
 Product Name: Businessowners
 Project Name/Number: /

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
29	Filed 02/18/2014	Fabricare Endorsement	BO 00 66	02 14	END	Replaced	Previous Filing Number:			BO 00 66 02 14.pdf
							Replaced Form Number:	BO 00 66 07 09		
30	Filed 02/18/2014	Exclusion - Vandalism Or Malicious Mischief By A Tenant	BO 00 67	02 14	END	Replaced	Previous Filing Number:			BO 00 67 02 14.pdf
							Replaced Form Number:	BO 00 67 07 09		
31	Filed 02/18/2014	CyberOne Coverage Computer Attack And Network Security Liability	BO 00 73	02 14	END	New				BO 00 73 02 14.pdf
32	Filed 02/18/2014	Contractors Errors And Omissions Coverage Endorsement	BO 00 74	02 14	END	New				BO 00 74 02 14.pdf
33	Filed 02/18/2014	Apartment Buildings	BO 00 75	02 14	END	New				BO 00 75 02 14.pdf
34	Filed 02/18/2014	Restaurant - Extension Endorsement	BO 00 76	02 14	END	New				BO 00 76 02 14.pdf
35	Filed 02/18/2014	Additional Insured - Owners, Lessees Or Contractors - Completed Operations - Automatic Status When Required In Construction Contract Or Agreement	BO 00 77	02 14	END	New				BO 00 77 02 14.pdf
36	Filed 02/18/2014	Underground Storage Tank Deductible Coverage (Ohio)	BO 00 78	02 14	END	New				BO 00 78 02 14.pdf
37	Filed 02/18/2014	Voluntary Property Damage and Care, Custody Or Control Coverage Endorsement	BO 00 79	02 14	END	New				BO 00 79 02 14.pdf
38	Filed 02/18/2014	Auto Service And Sales Plus Coverage Endorsement	BO 00 80	02 14	END	New				BO 00 80 02 14.pdf
39	Filed 02/18/2014	Office - Extension Endorsement	BO 00 81	02 14	END	New				BO 00 81 02 14.pdf

SERFF Tracking #:

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Ohio

Filing Company:

The Celina Mutual Insurance Company

TOI/Sub-TOI:

05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name:

Businessowners

Project Name/Number:

/

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
40	Filed 02/18/2014	Grocery And Convenience Store - Extension Endorsement	BO 00 82	02 14	END	New				BO 00 82 02 14.pdf
41	Filed 02/18/2014	Retail - Extension Endorsement	BO 00 83	02 14	END	New				BO 00 83 02 14.pdf
42	Filed 02/18/2014	Service Station Endorsement	BO 00 84	02 14	END	New				BO 00 84 02 14.pdf
43	Filed 02/18/2014	Supplemental Extended Reporting Period Endorsement	BO 00 85	02 14	END	New				BO 00 85 02 14.pdf
44	Filed 02/18/2014	Supplemental Extended Reporting Period Endorsement	BO 00 86	02 14	END	New				BO 00 86 02 14.pdf
45	Filed 02/18/2014	Additional Insured - Grantor Of Franchise	BO 00 11	10 03	END	Withdrawn	Previous Filing Number:			BO 00 11 10 03.pdf
							Replaced Form Number:			
46	Filed 02/18/2014	Customer's Goods - Legal Liability Endorsement	BO 00 31	01 08	END	Withdrawn	Previous Filing Number:			BO 00 31 01 08.pdf
							Replaced Form Number:			
47	Filed 02/18/2014	Additional Insured - Owners, Lessees Or Contractors - Completed Operations	BO 00 34	01 08	END	Withdrawn	Previous Filing Number:			BO 00 34 01 08.pdf
							Replaced Form Number:			
48	Filed 02/18/2014	Exclusion - Damage To Work Performed By Subcontractors On Your Behalf	BO 00 35	01 08	END	Withdrawn	Previous Filing Number:			BO 00 35 01 08.pdf
							Replaced Form Number:			
49	Filed 02/18/2014	Exclusion - Damage To Work Performed By Subcontractors On Your Behalf - Designated Sites Of Operations	BO 00 36	10 03	END	Withdrawn	Previous Filing Number:			BO 00 36 10 03.pdf
							Replaced Form Number:			
50	Filed 02/18/2014	Exclusion - Erroneous Delivery Or Mixture And Resulting Failure Of Seed To Germinate	BO 00 54	01 08	END	Withdrawn	Previous Filing Number:			BO 00 54 01 08.pdf
							Replaced Form Number:			

State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	/		

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
51	Filed 02/18/2014	Identity Theft Expense Coverage	BO 00 59	01 08	END	Withdrawn	Previous Filing Number:			BO 00 59 01 08.pdf
							Replaced Form Number:			

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Cov. 1	Cov. 2 Limit Of Insurance	Cov. 3 Limit Of Insurance	Premium

Section I - Property is amended as follows:

- A.** Each Coverage - Coverage **1**, Coverage **2** and Coverage **3** - is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the building identified for the Coverage(s) in the Schedule. Coverage **4** applies only if Coverages **1**, **2** and **3** are all chosen by entry in the above schedule and then only with respect to the building identified for its coverages in the schedule.

B. Application Of Coverage(s)

The Coverage(s) provided by this endorsement applies only if both **B.1.** and **B.2.** are satisfied and are then subject to the qualifications set forth in **B.3.**

1. The ordinance or law:

- a.** Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- b.** Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

- 2. a.** The building sustains direct physical damage that is covered under this policy and as a result of such damage, you are required to comply with the ordinance or law; or
- b.** The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law.
- c.** But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.
- 3.** In the situation described in **B.2.b.** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **1**, **2**, **3** and/or **4** of this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Section **H.** of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage alone would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under terms of Coverages **1, 2, 3** and/or **4** of this endorsement

C. We will not pay under Coverage 1, 2, 3 or 4 of this endorsement for:

- 1.** Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread of any activity of "fungi", wet rot or dry rot; or
- 2.** The costs associated with the enforcement of or compliance with any 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", "fungi", wet rot or dry rot.

D. Coverage

1. Coverage 1 - Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **1** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building. Coverage **1** is included within the Limit Of Insurance shown in the Declarations as applicable to the covered building. Coverage **1** does not increase the Limit Of Insurance.

2. Coverage 2 - Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

Paragraph **E.5.d. Loss Payment** under the Property Loss Conditions does not apply to Demolition Cost Coverage.

3. Coverage 3 - Increased Cost Of Construction Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- a.** Repair or reconstruct damaged portions of that building; and/or
- b.** Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- a.** This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- b.** We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

Paragraph **E.5.d. Loss Payment** under the Property Loss Conditions does not apply to the Increased Cost Of Construction Coverage.

4. Coverage 4 - Business Income And Extra Expense Coverage

With respect to the building that has sustained covered direct physical damage, and Business Income is not excluded, we will pay under Coverage **4** the actual and necessary Business Income and Extra Expense loss you sustain during the increased period of suspension of your "operations", not to exceed 180 days, caused by or resulting from a requirement to comply with any ordinance or law that:

- a.** Regulates the construction or repair of any property;
- b.** Requires the tearing down of parts of any property not damaged by a Covered Cause Of Loss; and
- c.** Is in force at the time of loss.

E. Loss Payment

- 1.** All following loss payment provisions **E.2.** through **E.4.** are subject to the apportionment procedure set forth in Section **B.3.** of this endorsement.
- 2.** When there is a loss in value of an undamaged portion of a building to which Coverage **1** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a.** If the property is repaired or replaced on the same or another premises, we will not pay more than the lesser of:

- (1) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (2) The Limit Of Insurance shown in the Declarations as applicable to the covered building.
- b. If the property is **not** repaired or replaced, we will not pay more than the lesser of:
- (1) The actual cash value of the building at the time of loss; or
 - (2) The Limit Of Insurance shown in the Declarations as applicable to the covered building.
3. Loss payment under Coverage **2** - Demolition Cost Coverage will be determined as follows:
- We will not pay more than the lesser of the following:
- a. The amount you actually spend to demolish and clear the site of the described premises; or
 - b. The applicable Limit Of Insurance shown for Coverage **2** in the Schedule of this endorsement.
4. Loss payment under Coverage **3** - Increased Cost Of Construction Coverage will be determined as follows:
- a. We will not pay under Coverage **3**:
- (1) Until the property is actually repaired or replaced, at the same or another premises; and
 - (2) 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.
- b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage **3** is the lesser of:
- (1) The increased cost of construction at the same premises; or
 - (2) The applicable Limit Of Insurance shown for Coverage **3** in the Schedule of this endorsement.
- c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage **3** is the lesser of:
- (1) The increased cost of construction at the new premises; or
 - (2) The applicable Limit Of Insurance shown for Coverage **3** in the Schedule of this endorsement.
- F. The terms of this endorsement apply separately to each building to which this endorsement applies.
- G. Under this endorsement, we will not pay for loss due to any ordinance or law that:
1. You were required to comply with before the loss, even if the building was undamaged; and
 2. You failed to comply with.
- H. Example of Proportionate Loss Payment for Ordinance Or Law Coverage Losses (procedure as set forth in Section **B.3.** of this endorsement)
- Assume:
- Wind is a Covered Cause Of Loss: Flood is an excluded Cause Of Loss;
 - The building has a value of \$200,000;
 - Total direct physical damage to building: \$100,000;
 - The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value;
 - Portion of direct physical damage that is covered (caused by wind): \$30,000;
 - Portion of direct physical damage that is not covered (caused by flood): \$70,000; and
 - Loss under Ordinance Or Law Coverage **3** of this endorsement: \$60,000.
- Step **1**: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.
- $$\$30,000 \text{ divided by } \$100,000 = .30$$
- Step **2**: Apply that proportion to the Ordinance Or Law loss.
- $$\$60,000 \times .30 = \$18,000$$
- In this example, the most we will pay under this endorsement for the Coverage **3** loss is \$18,000, subject to the applicable Limit Of Insurance and any other applicable provisions.
- NOTE: The same procedure applies to losses under Coverages **1**, **2**, and **4** of this endorsement.

I. Paragraph **H.9. Period of Restoration** definition is replaced by the following:

9. "Period of Restoration" means the period of time that:

- a. Begins immediately after the time of the direct physical loss or damage caused by or resulting from any Covered Cause Of Loss at the premises shown in the Schedule of this endorsement; and
- b. Ends on the earlier of: (1) The date when the property at the premises shown in the Schedule of this endorsement 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" includes any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss, that regulates the construction or repair, or requires the tearing down of any property.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I - Property is amended as follows:

1. The following is added to Paragraph **A.5. Additional Coverages**:

a. Water Back-Up and Sump Overflow

- (1) We will pay for direct physical loss or damage to Covered Property, caused by or resulting from:
 - (a) Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or
 - (b) Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or other related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph (b), we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

- (2) The coverage described in Paragraph (1) of this endorsement does not apply to loss or damage resulting from:
 - (a) An insured's failure to keep a sump pump or its related equipment in proper working condition; or
 - (b) An insured's failure to perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions; or
 - (c) Sump pump failure which is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.

- (3) The most we will pay for the coverage provided under this endorsement for all direct physical loss or damage to Covered Property is the Water Back-Up and Sump Overflow Annual Aggregate Limit Of Insurance. That limit is \$5,000 per location, unless a different Water Back-Up And Sump Pump Overflow Annual Aggregate is indicated in the Declarations.

The applicable Water Back-Up and Sump Pump Overflow Annual Aggregate Limit Of Insurance is the most we will pay under this endorsement for the total of all direct physical loss or damage sustained in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property. If loss payment for the first such occurrence does not exhaust the applicable Limit Of Insurance, then the balance of that limit 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.

- (4) The following provisions apply to **Section I - Property** and supersede any provisions to the contrary:

The most we will pay under:

- (a) Paragraph **A.5.f. Business Income Additional Coverage** for all loss of Business Income you sustain due to the necessary suspension of your "operations" caused by direct physical loss or damage to Covered Property as described in Paragraph **1.** of this endorsement; and

(b) Paragraph **A.5.g.** Extra Expense Additional Coverage for all necessary Extra Expense you incur and that you would not have incurred if there had been no direct physical loss or damage to Covered Property as described in Paragraph **1.** of this endorsement;

is the Water Back-Up and Sump Pump Overflow Business Income Annual Aggregate Limit Of Insurance. That is \$5,000 per location, unless a different Water Back-Up And Sump Overflow Business Income Annual Aggregate is shown in the Declarations.

The applicable Water Back-Up and Sump Pump Overflow Business Income Annual Aggregate Limit Of Insurance is the most we will pay under this endorsement for the total of all loss of Business Income you sustain and Extra Expense you incur in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property as described in Paragraph **1.** of this endorsement. If loss payment during an earlier "period of restoration" in the policy year does not exhaust the applicable Limit Of Insurance, then the balance of that limit is available for loss of Business Income you sustain or Extra Expense you incur during a subsequent "period of restoration" beginning in, but not after, that policy year. With respect to a "period of restoration" which begins in one policy year and continues in a subsequent policy year(s), all loss of Business Income you sustain or Extra Expense you incur is deemed to be sustained or incurred in the policy year in which the "period of restoration" began.

(5) With respect to the coverage provided under this endorsement, Exclusion **B.1.g. Water** in **Section I - Property** is replaced by the following:

g. Water

(1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of

these, all whether driven by wind (including storm surge);

(2) Mudslide or mudflow;

(3) 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;

(c) Doors, windows or other openings; or

(4) Waterborne material carried or otherwise moved by any of the water referred to in **g.(1)** or **g.(3)**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in **g.(1)** through **(4)**, is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is a situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

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

(6) For the purposes of this coverage, the term drain includes a roof drain and related fixtures.

b. Reward Payment

(1) We will reimburse you for rewards paid as follows:

(a) Up to \$5,000 to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss of or damage to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:

- (i) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
 - (ii) The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Property Loss Condition.
- (b) Up to \$5,000 to an eligible person for the return of stolen Covered Property when the loss is caused by theft. However, we will pay no more than the lesser of the following amounts:
 - (i) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
 - (ii) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Property Loss Condition.
- (2) This Additional Coverage applies subject to the following conditions:
 - (a) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:
 - (i) You or any family member;

- (ii) Your employee (including a temporary or leased employee) or any of his or her family members;
 - (iii) An employee of a law enforcement agency;
 - (iv) An employee of a business engaged in property protection;
 - (v) Any person who had custody of the Covered Property at the time the theft was committed; or
 - (vi) Any person involved in the crime.
- (b) No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.
- (c) The lesser of the amount of the reward or \$5,000 is the most we will reimburse for loss under this Additional Coverage in any one occurrence.

This Additional Coverage is not subject to the Limits Of Insurance.

c. Fire Department Service Charge

Under Item **c.**, you may extend the limit for Fire Department Service Charge up to \$5,000 for service at each premises described in the Declarations, unless a different limit is shown in the Declarations.

d. Identity Theft Expense

- (1) We will pay up to \$2,500, unless a different limit is shown in the Declarations, for "expenses" incurred by an "identity theft insured" as the direct result of any one "identity theft" first discovered during the policy period for which this coverage is applicable.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "identity theft insured", is considered to be one "identity theft", even if a series of acts continues into a subsequent policy period.

This Additional Coverage is not subject to the Limits Of Insurance of **Section I - Property**.

- (2) Under Paragraph **B. Exclusions** the following additional Exclusions apply to the coverage provided:

We do not cover any loss or "expenses" arising from any of the following:

1. Theft of a professional or business identity;
2. "Identity theft" incurred due to any fraudulent, dishonest or criminal act by an "identity theft insured", or any person aiding or abetting an "identity theft insured", or their authorized representative, whether acting alone or in collusion with others;
3. Loss other than "identity theft".

- (3) With respect to this coverage, paragraph **D. Deductibles** is replaced by the following:

We will not pay for any "expenses" or loss incurred until the amount of "expenses" or loss exceeds the Deductible shown in the Declarations. We will then pay the amount of covered "expenses" or loss in excess of the Deductible up to the applicable Limit Of Insurance shown in the Schedule of this endorsement.

Any one "identity theft insured" shall be responsible for only one deductible under this coverage during any one policy period.

- (4) With respect to this coverage, the following is added to Paragraph **E. Property Loss Conditions**:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity theft" coverage.

- (5) With respect to this coverage the following definitions are added to Paragraph **H. Property Definitions**:

1. "Identity theft":
 - a. Means the act of knowingly transferring or using, without lawful authority, a means of identification of an "identity theft insured" with the intent to commit or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
 - b. Does not include any unauthorized use or theft of a valid credit card, electronic funds transfer card or bank account. However, "identity theft" shall include any fraudulent or illegal alteration of account profile information, including the name and address to which account statements are sent.
2. "Expenses" means:
 - a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.

- b.** Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
- c.** Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$1,000.
- d.** Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- e.** Reasonable attorney fees incurred as a result of "identity theft" to:
 - (1)** Defend lawsuits brought against an "identity theft insured" by merchants, financial institutions or their collection agencies;
 - (2)** Remove any criminal or civil judgments wrongly entered against an "insured"; and
 - (3)** Challenge the accuracy or completeness of any information in a consumer credit report.
- f.** Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit

grantors, or credit agencies to report or discuss an actual "identity theft".

- g.** Mailing expenses due to notification requirements to customers as a result of database compromise or information security breach.

3. "Identity theft insured" means:

- a.** The owners, officers, managers and/or employees of the named insured.
- b.** The spouse, and/or relative under 23 years of age, who lives with anyone listed in **3.a.** above.

An "identity theft insured" must always be an individual person. The entity insured under this policy, except an individual, is not an "identity theft insured".

2. Paragraph A.6. Coverage Extensions is amended as follows:

a. Newly Acquired Or Constructed Property

You may extend the Business Income and Extra Expense Coverages provided by this policy to Newly Acquired Locations. The most we will pay for loss under this Extension is \$5,000.

b. Personal Property Off-premises

Under Item **b.** we will extend the limit for Business Personal Property Off-premises or in transit, (such as Business Personal Property at fairs, trade shows, or exhibitions) up to \$15,000.

All other provisions of this Coverage Extension apply.

c. Outdoor Property

Under Item **c.**, we will pay up to \$5,000 for loss or damage of outdoor property described in this Extension, unless a higher Limit Of Insurance for Outdoor Property is shown in the Declarations, but not more than \$1,000 for any one tree, shrub or plant.

d. Personal Effects

Coverage for personal effects under Item **d.** is extended up to \$10,000 at each described premises.

All other provisions of the Coverage Extension apply.

e. Accounts Receivable

Under Item **f.** we will pay up to \$15,000 for loss or damage in any one occurrence whether on or off the described premises.

All other provisions of the Coverage Extension apply.

f. Appurtenant Structures And Utility Buildings

If this policy covers Buildings, you may extend that insurance to apply to structures that pertain to the maintenance or service of the Buildings.

The most we will pay for loss or damage is 10% of the Limit Of Insurance or \$5,000, whichever is less, for each such Building to cover private structures and utility buildings pertaining to the described Building and located on the same premises.

g. Lock And Key Replacement

You may extend the insurance provided by this policy to replace locks and keys at the described premises as a result of loss of keys due to theft. The most we will pay for loss under this Extension is \$1,000.

h. Business Personal Property In The Open

If this policy covers Business Personal Property, you may extend coverage for Business Personal Property in the open to apply within 1,000 feet of the buildings or structures or within 1,000 feet of the premises described in the Declarations.

3. Paragraph **C. Limits Of Insurance** is revised to add the following

6. Business Personal Property Limit - Automatic Increase

a. The Limit Of Insurance for Business Personal Property automatically increases by the annual percentage shown in the Declarations.

b. The amount of increase will be:

- (1) The Business Personal Property limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amend-

ing the Business Personal Property limit, times

- (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times

- (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Business Personal Property limit, divided by 365.

Example

If: The applicable Business Personal Property limit is \$100,000. The annual percentage increase is 8%. The number of days since the beginning of the policy year (or last policy change) is 146.

$\$100,000 \times .08 \times 146 / 365 = \$3,200.$

4. Paragraph **G. Optional Coverages** is amended as follows:

a. Outdoor Signs

Under Item **1.**, coverage is extended up to a limit of \$5,000 in any one occurrence for all outdoor signs, subject to the provisions of this Optional Coverage.

If shown in the Declarations, higher limits may apply.

b. Money And Securities

Item **2.** is extended to include up to \$5,000 Inside the Premises, and up to \$2,000 Outside the Premises, subject to the provisions of this Optional Coverage.

If shown in the Declarations, higher limits may apply.

c. Employee Dishonesty

Under Item **3.**, coverage is extended to include up to \$10,000 of Employee Dishonesty Coverage, subject to the provisions of this Optional Coverage.

If shown in the Declarations, higher limits may apply.

B. Section II - Liability is amended as follows:

1. Under Paragraph **A. Coverages**, Item **1.f.(1)(b)** is increased from \$250 to \$500.
2. Under Paragraph **A. Coverages**, Item **1.f.(1)(d)** is increased from \$250 to \$500.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

1. The following is added to Paragraph **A. Coverages**:

Coverage - Employee Benefits Liability

a. Insuring Agreement

- (1) We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, 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 to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (a) The amount we will pay for damages is limited as described in Paragraph **5.** of this endorsement; and
- (b) Our right and duty to defend end when we have used up the applicable Limit Of Insurance 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.

- (2) This insurance applies to damages only if:
 - (a) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
 - (b) The act, error or omission occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph **C.1. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or "claim", knew that the act, error or omission had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the act, error or omission occurred, then any continuation, change or resumption of such act, error or omission during or after the policy period will be deemed to have been known before the policy period.

- (3) An act, error or omission which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **C.1. 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 act, error or omission after the end of the policy period.

- (4) An act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or "claim":

- (a) Reports all, or any part, of such errors, acts or omissions to us or any other insurer;
- (b) Receives a written or verbal demand or "claim" for damages because of such errors, acts or omissions; or

- (c) Becomes aware by any other means that such errors, acts or omissions have occurred or have begun to occur.

b. Exclusions

This insurance does not apply to:

(1) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission committed by any insured, including the willful or reckless violation of any statute.

(2) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(3) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(4) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(5) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" or "suit" based upon:

- (a) Failure of any investment to perform;
- (b) Errors in providing information on past performance of investment vehicles; or
- (c) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(6) Workers' Compensation And Similar Laws

Any "claim" or "suit" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(7) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(8) Available Benefits

Any "claim" or "suit" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(9) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(10) Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

2. For the purposes of the coverage provided by this endorsement:

- a. All references to Supplementary Payments are replaced by Supplementary Payments and Employee Benefits Liability.

- b. Paragraphs **f.(1)(b)**, **f.(2)** and **f.(3). Coverage Extension - Supplementary Payments** do not apply.

3. For the purposes of the coverage provided by this endorsement, Paragraph C.2. Who Is An Insured is replaced by the following:

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.
- d. 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 no other similar insurance applies to that organization. However:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - (2) Coverage under this provision does not apply to any act, error or omission that was committed before

you acquired or formed the organization.

4. For the purposes of the coverage provided by this endorsement, Paragraph **C.3. Who Is An Insured** does not apply.

5. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance**:

a. Employee Benefits Liability - Limits Of Insurance

These limits are inclusive of, and not in addition to, the Limits Of Insurance available under the policy.

- (1) The Limits Of Insurance shown in the Declarations as applicable to **Section II - Liability** 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";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

- (2) The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

- (3) Subject to the Aggregate Limit, the Occurrence Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits Of Insurance of **Section II - Liability** 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 of the policy to which this endorsement is attached, 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.

b. Deductible

- (1) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount. A deductible amount of \$1,000 shall be deducted per "occurrence". The limits of insurance shall not be reduced by the amount of this deductible.

- (2) The deductible amount of \$1,000 applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (3) The terms of this insurance, including those with respect to:

- (a) Our right and duty to defend any "suits" seeking those damages; and

- (b) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit";

apply irrespective of the application of the deductible amount.

- (4) We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

6. For the purposes of the coverage provided by this endorsement, Paragraph **E.2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and

- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- 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 an act, error or omission 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 without our consent.

7. For the purposes of the coverage provided by this endorsement, the following definitions are added to Paragraph F. **Liability And Medical Expenses Definitions:**

a. "Administration" means:

(1) Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

(2) Handling records in connection with the "employee benefit program"; or

(3) Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

b. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

c. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

d. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

(1) Group life insurance; group accident or

health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

(2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

(3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;

(4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave; tuition assistance plans; transportation and health club subsidies; and

(5) Any other similar benefits designated and added hereto by endorsement.

8. For the purposes of the coverage provided by this endorsement, Paragraphs F.5. and F.18. **Liability And Medical Expenses Definitions are replaced by the following:**

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which damages because of an act, error or omission 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.

BUSINESSOWNERS DECLARATIONS

NAMED INSURED: TEST INSURED

POLICY NUMBER: 7400088-0

BUSINESSOWNERS PROPERTY PREMIUM	\$	1,372
BUSINESSOWNERS LIABILITY PREMIUM	\$	340
OPTIONAL/ADDITIONAL COVERAGES/ENDORSEMENT(S) PREMIUM	\$	
EXTENSION ENDORSEMENT(S) PREMIUM	\$	
TOTAL BUSINESSOWNERS ANNUAL PREMIUM	\$	1,712

THIS COVERAGE PART IS WRITTEN UNDER THE FOLLOWING PROGRAM(S):

Businessowners Plus
Contractors Program

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUE:

BO 00 13 02 14*, BO 00 15 02 14*, BO 00 46 07 09*, BO 00 60 02 13*, BO 00 02 02 14*,
BP IN 01 07 13*, BP 00 03 07 13*, BP 04 17 01 10*, BP 04 54 01 06*, BP 05 24 01 08*,
BP 05 41 06 08*, BP 05 76 01 10*, BP 05 78 01 10*, BP 10 05 07 02*, BP 14 08 01 10*,
MI 00 22 06 98*

SECTION I - PROPERTY

SECTION I - ADDITIONAL COVERAGES:

	Limit Of Insurance/Extended Number Of Days	
Forgery Or Alteration	\$	2,500* any one loss
Business Income - Ordinary Payroll Expenses		60* extended # of days
Extended Business Income		60* extended # of days
Electronic Data - Property	\$	10,000* annual aggregate
Interruption Of Computer Operations	\$	10,000* annual aggregate
Identity Theft Expense Coverage	\$	2,500* expense limit

*Amount automatically included in the coverage part - optional higher amounts are available.

BLANKET INSURANCE

Indicate the type of property to be blanketed and the blanket limit of insurance.

Type Of Property	Limit Of Insurance

THESE DECLARATIONS ARE PART OF THE COMMON POLICY DECLARATIONS CONTAINING THE NAMED INSURED AND THE POLICY PERIOD.

BUSINESSOWNERS DECLARATIONS**SECTION I - PROPERTY****POLICY NUMBER: 7400088-0****PROPERTY DESCRIBED PREMISES NO. 1****BUILDING NO. 1**

PREMISES ADDRESS: ANY ST
 ANY, OH 45822
 MERCER COUNTY

Limit Of Insurance
 Building: \$350,000
 Automatic Increase - Building Limit: 2%
 Actual Cash Value - Building Option: No

Limit Of Insurance
 Business Personal Property:
 Automatic Increase - BPP Limit:
 Bus. Pers. Prop. Seasonal Increase:

PROPERTY DEDUCTIBLES

Property Deductible	\$	500	per location, per occurrence
Windstorm Or Hail Percentage Deductible			%
Optional Coverage(s) Deductible	\$	500	per location, per occurrence

OPTIONAL COVERAGES / COVERAGE EXTENSIONS / ADDITIONAL COVERAGES

	<u>Limit Of Insurance</u>	
Outdoor Signs	\$ 5,000*	per occurrence
Money & Securities	\$ 5,000*	inside the premises
	\$ 2,000*	outside the premises
Employee Dishonesty	\$ 10,000*	per occurrence
Equipment Breakdown	Included	
Accounts Receivable	\$ 15,000*	per occurrence
Valuable Papers & Records	\$ 10,000*	per occurrence
Water Back Up and Sump Pump Overflow	\$ 5,000*	annual aggregate
Water Back Up and Sump Pump Overflow Business Income	\$ 5,000*	annual aggregate
Outdoor Property	\$ 5,000*	
Fire Department Service Charge	\$ 5,000*	per occurrence
Business Income From Dependent Properties	\$ 5,000*	per occurrence
Business Personal Property Temporarily In Portable Storage Units	\$ 10,000*	total loss per occurrence

Please refer to any attached endorsements for other coverages or limits not shown above.

* Amount automatically included in the coverage part - optional higher amounts are available.

BUSINESSOWNERS DECLARATIONS

SECTION II - LIABILITY AND MEDICAL EXPENSES

POLICY NUMBER: 7400088-0

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

Coverage	Limit Of Insurance	
Liability & Medical Expenses	\$1,000,000	Per Occurrence
Medical Expenses	\$ 5,000	Per Person
Damage To Premises Rented To You	\$ 100,000	Any One Premises
Other Than Products/Completed Operations Aggregate	\$2,000,000	
Products/Completed Operations Aggregate	\$2,000,000	

Deductible

Optional Property Damage Liability Deductible: \$

____ Per Claim (Refer to BP 07 03) ; or ____ Per Occurrence (Refer to BP 07 04)

LIABILITY SCHEDULE

CLASSIFICATION DESCRIPTION	CLASS CODE	FULL TIME EMPLOYEE(S)	RATE PER EMPLOYEE	PART TIME EMPLOYEES(S)	RATE PER EMPLOYEE
Carpentry	91340	1	243.000	1	122.000

SUPPLEMENTAL MORTGAGEE SCHEDULE

POLICY NUMBER: 7400088-0

MORTGAGEE NUMBER	MORTGAGEE HOLDER NAME AND ADDRESS	LOAN NUMBER
1	ANY BANK 1 ANY STREET ANY OH 99999	

BUSINESSOWNERS DECLARATIONS

SECTION II - LIABILITY AND MEDICAL EXPENSES

POLICY NUMBER: 7400089-0

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

Coverage	Limit Of Insurance
Liability & Medical Expenses	\$1,000,000 Per Occurrence
Medical Expenses	\$ 5,000 Per Person
Damage To Premises Rented To You	\$ 100,000 Any One Premises
Other Than Products/Completed Operations Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Deductible

Optional Property Damage Liability Deductible:

\$

____ Per Claim (Refer to BP 07 03) ; or

____ Per Occurrence (Refer to BP 07 04)

LIABILITY SCHEDULE

CLASSIFICATION DESCRIPTION

CLASS CODE

Bookbinding & Printing

50812

Supplies - Retail

Premises # 1 Building # 1

BUSINESSOWNERS DECLARATIONS

SECTION II - LIABILITY AND MEDICAL EXPENSES

POLICY NUMBER: 7400090-0

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

Coverage	Limit Of Insurance
Liability & Medical Expenses	\$1,000,000 Per Occurrence
Medical Expenses	\$ 5,000 Per Person
Damage To Premises Rented To You	\$ 100,000 Any One Premises
Other Than Products/Completed Operations Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Deductible

Optional Property Damage Liability Deductible: \$

____ Per Claim (Refer to BP 07 03) ; or

____ Per Occurrence (Refer to BP 07 04)

LIABILITY SCHEDULE

CLASSIFICATION DESCRIPTION	CLASS CODE	SALES
Cafe - limited cooking Premises # 1 Building # 1	09011	500,000

BUSINESSOWNERS DECLARATIONS

SECTION II - LIABILITY AND MEDICAL EXPENSES

POLICY NUMBER: 7400091-0

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

Coverage	Limit Of Insurance	
Liability & Medical Expenses	\$1,000,000	Per Occurrence
Medical Expenses	\$ 5,000	Per Person
Damage To Premises Rented To You	\$ 150,000	Any One Premises
Other Than Products/Completed Operations Aggregate	\$2,000,000	
Products/Completed Operations Aggregate	\$2,000,000	

Deductible

Optional Property Damage Liability Deductible: \$

____ Per Claim (Refer to BP 07 03) ; or ____ Per Occurrence (Refer to BP 07 04)

LIABILITY SCHEDULE

CLASSIFICATION DESCRIPTION	CLASS CODE	PREMIUM BASIS
CHURCH Premises # 1 Building # 1	70065	25,000 area (square feet)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR PROGRAM - EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

- A.** Under **Paragraph A.1. Business Liability**, coverage is extended to apply to damage to property of others while in your care, custody or control, subject to the following:
 - 1.** The damage must take place away from premises you own, rent or occupy.
 - 2.** The most we will pay under this extension of coverage is \$5,000 each "occurrence", subject to a \$25,000 General Aggregate Limit. This is the most we will pay regardless of the number of insureds, claims made or "suits" brought during the policy period.
 - 3.** A \$500 deductible will apply to each "occurrence". We shall pay only the difference between this deductible and the Limits Of Insurance provided in this endorsement.
- B.** Under Paragraph **B.1. Exclusions Applicable To Business Liability Coverage**, Items **k.(3)**, **k.(4)**, and **k.(5)** will not apply to "property damage" coverage provided in this endorsement.

All other terms and provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SERVICE PROGRAM - EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I - Property is amended as follows:

1. Under Paragraph **A. Coverage**, Item **1.a.(6) Covered Property** is amended to add the following:

(c) Fences, light poles, and lighting equipment, all while located at the premises described in the Declarations and pertaining to the service of the described premises.

2. Under Paragraph **A.6. Coverage Extensions**, coverage is amended to add the following:

Employees' Tools

- a. You may extend the insurance that applies to Business Personal Property to apply to tools owned by your employees, which are used in connection with your auto service operations and located on the described premises.
- b. The most we will pay for loss or damage under this Extension is \$2,500 for any one occurrence at each described premises. However, in no event will we pay more than \$500 for any one employee. Our payment for loss of or damage to tools owned by employees will only be for the account of the owner of the tools.

B. Section II - Liability is amended as follows:

1. Paragraph **B. Exclusions** is amended as follows:

- a. Under Paragraph **B.1.**, Item **g.(5)** is amended to add the following:

(c) The operation of any "customer's auto" while on or next to the described premises shown in the Declarations which you own, rent or control that are used for your auto service operations.

- b. Under Paragraph **B.1.**, Item **k.**, the following exception is added:

k. Damage To Property

However, we will pay up to \$10,000 per "occurrence" when the insured becomes legally obligated to pay for damage to "real property" caused by an "auto". Under this provision, the term "real property" shall mean buildings, auto hoists, fences, light-bearing standards, poles and retaining walls.

Deductible. A \$500 deductible will apply per "occurrence".

Other Insurance. If any other insurance carried by the insured or others applies to the "occurrence" this insurance shall apply only as excess insurance over such other insurance.

- c. Under Paragraph **B.1.**, Item **l.** is replaced by the following:

l. Damage To Your Product

"Property Damage" to "your product" arising out of it or any part of it.

With respect to "your product" that is sold or installed as part of your auto service operations, this exclusion does not apply if the "property damage" is caused by a defect that existed in "your product" or any part of "your product" when it was transferred to another and the defect was not the result of "your work". However, coverage applies only to the amount of "property damage" to "your product" in excess of the deductible amount of \$500. This deductible amount applies to all damages because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

2. Mechanics' Errors And Omissions Liability

Mechanics' Errors And Omissions Liability coverage is added as follows:

- a. For the insurance provided by this additional coverage, all provisions under Paragraph **A.1. Business Liability** also apply to damages resulting from the insured's negligent act, error or omission in providing auto mechanic services.
- b. Under Paragraph **A. Coverages**, we also pay those sums that the insured becomes legally obligated to pay as damages resulting from the insured's negligent act, error or omission in providing auto mechanic services.
- c. With respect to the insurance provided by this additional coverage, Paragraph **B. Exclusions** is amended as follows:
 - (1) The following **Exclusions** do not apply:
 - (a) Paragraph **1.k.(6) Damage To Property**; and
 - (b) Paragraph **1.m. Damage To Your Work**.
 - (2) The following **Exclusions** are added:

This insurance does not apply to any claim:

 - (a) Resulting from a criminal act, including but not limited to fraud committed by the insured or any person for whom the insured is legally responsible.
 - (b) Resulting from insolvency or bankruptcy of the insured.
 - (c) For reimbursement of costs of supplies or materials used in providing auto mechanic services.

d. Paragraph **D.2. of Liability And Medical Expenses Limits Of Insurance** is amended to include the following:

4. The most we will pay for the sum of all damages because of all auto mechanic acts, errors and omissions in any one "occurrence" is \$25,000 unless a higher Limit Of Insurance is shown in the Declarations for this coverage. Our obligation to pay damages under this coverage applies only to the amount of damages in excess of a deductible amount of \$500.
 - e. For the purpose of determining the limits for this additional coverage, any act, error or omission together with all related acts, errors or omissions in the providing of these services will be considered one act, error or omission.
3. The following definition is added to Paragraph **F. under Section II - Liability**:
- "Customer's auto" means an "auto" on the described premises for the purpose of receiving services normally provided in connection with an auto service business but does not include an "auto" owned by, rented, leased, or loaned to any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT

This endorsement changes coverage provided by the Businessowners Coverage Form **BP 00 03**. Read the entire endorsement carefully to determine rights, duties and what is and is not covered.

Section I - Property is amended as follows:

A. Under Paragraph **A.4. Limitations**, Items **a.(1)** and **a.(2)** are deleted and do not apply.

B. The following **Additional Coverages** are added as a part of and not in addition to the limit per loss.

Paragraph **A.5.h. Additional Coverages** is amended to add the following Paragraph:

In addition, we will pay for the Pollutant Clean Up And Removal for loss resulting from an "Equipment Breakdown". The most we will pay for the Pollutant Clean Up And Removal is \$100,000 unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply.

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.

C. The following are added to Paragraph **A.5. Additional Coverages**:

s. Expediting Expense

We will pay for the expediting expense loss resulting from "Equipment Breakdown" with respect to your damaged Covered Property. We will pay the reasonable extra cost to:

- (1)** Make temporary repairs;
- (2)** Expedite permanent repairs; and
- (3)** Expedite permanent replacement.

Reasonable extra cost shall mean "the extra cost of temporary repair of such damaged equipment of the insured including overtime and the extra cost of express or other rapid means of transportation".

t. Refrigerant Contamination - Equipment Breakdown

We will pay the loss from contamination by refrigerant used in refrigerating, cooling or

humidity control equipment at the described premises as a result of an "Equipment Breakdown".

The most we will pay for Refrigerant Contamination is \$100,000 unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply.

u. Spoilage Coverage - Equipment Breakdown

We will pay for loss of "perishable goods" due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by "Equipment Breakdown" to property covered by this policy, that is:

- (1)** Located on or within 1,000 feet of your described premises; and
- (2)** Owned by you, the building owner at your described premises, or owned by a public utility.

However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss: Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, freezing, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

"Perishable Goods" means stock preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.

The most we will pay for Spoilage Coverage - Equipment Breakdown is \$100,000 unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply.

v. CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances.

Additional costs mean those in excess of what would have been required to repair or replace Covered Property, had no CFC refrigerant been involved. We also pay for additional loss as described under the Spoilage or Business Income Coverages provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

We pay no more than the least of the following:

- (1) The cost to repair the damaged property and replace any lost CFC refrigerant;
- (2) The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- (3) The cost to replace the system with one using a non-CFC refrigerant.

w. Computer Equipment

We will pay for loss or damage to your "computer equipment" caused by an "Equipment Breakdown".

"Computer equipment" means Covered Property that is electronic computer or other data processing equipment, including peripherals used in conjunction with such equipment, and electronic media and records.

x. Service Interruption

Any insurance provided for Business Income or Extra Expense is extended to apply to your loss, damage or expense caused by an "Equipment Breakdown" to equipment that is owned by a utility, landlord or other supplier with whom you have a contract to supply 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 "Equipment Breakdown" except that it is not Covered Property.

y. Valuable Papers And Records

We will pay for your reasonable and necessary cost to research, replace and restore the lost information on electronic media and records as a result of an "Equipment Breakdown".

D. Under Paragraph B. Exclusions, Items 2.a., 2.d. and 2.I.(6) are deleted and do not apply.

E. The following are added to Paragraph F. Property General Conditions:

5. Suspension

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension or coverage reinstatement to:

- (a) Your last known address; or
- (b) The address where the Covered Property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

6. Jurisdictional Inspections

If any Covered Property 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.

7. Environmental, Safety And Efficiency Improvements

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

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

8. Green Environmental And Efficiency Improvements

If Covered Property requires repair or replacement due to an "Equipment Breakdown", we will pay:

- a. The lesser of the reasonable and necessary additional cost incurred by you to repair or replace physically damaged Covered Property with equipment of like kind and quality which qualifies as "Green". "Like kind and quality" includes similar size and capacity.

- b. The additional reasonable and necessary fees incurred by you for an accredited professional certified by a "Green Authority" to participate in the repair or replacement of physically damaged Covered Property as "Green".
- c. The additional reasonable and necessary cost incurred by you for certification or recertification of the repaired or replaced Covered Property as "Green".
- d. The additional reasonable and necessary cost incurred by you for "Green" in the removal, disposal or recycling of damaged Covered Property.
- e. The business interruption (if covered within the Policy to which this Equipment Breakdown Enhancement Endorsement is attached) loss during the additional time required for repair or replacement of Covered Property, consistent with "Green", in the coverages above.

We will not pay more than 125%, to a maximum limit of \$100,000, of what the cost would have been to repair or replace with equipment of like kind and quality inclusive of fees, costs, and any business interruption loss incurred as stated above.

Green Environmental and Efficiency Improvements does not cover any of the following:

- a. Covered Property does not include stock, raw materials, finished goods, "production machinery", merchandise, electronic data processing equipment not used in the functional support of the real property, process water, molds and dies, property in the open, property of others for which the Insured is legally liable, or personal property of others.
- b. Any loss adjusted on any valuation basis other than a repair or replacement basis as per the Valuation section of this policy.
- c. Any loss covered under any other section of this policy.
- d. Any cost incurred due to any law or ordinance with which you were legally obligated to comply prior to the time of the "Equipment Breakdown".

F. The following are amended as follows under Paragraph G. Optional Coverages:

- 1. With regard to coverage provided by this endorsement, Paragraph **G.1.c.(5)** of the **Outdoor Sign Optional Coverage** does not apply.
- 2. The provisions of this endorsement supercede the following **Optional Coverages**:

4. Equipment Breakdown Protection Coverage

G. Under Paragraph H. Property Definitions, Item 12. is amended to add the following:

- d. "Specified causes of loss" also means "Equipment Breakdown".

H. The following definitions are added to Paragraph H. Property Definitions:

15. "Equipment Breakdown" as used herein means:

- a. Physical loss or damage both originating within:

- (1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:

- (a) waste disposal piping;
- (b) any piping forming part of a fire protective system;
- (c) furnaces; and
- (d) any water piping other than:

- (1) boiler feed water piping between the feed pump and the boiler;

- (2) boiler condensate return piping; or

- (3) water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.

- (2) All mechanical, electrical, electronic or fiber optic equipment; and

- b. Caused by, resulting from, or consisting of:

- (1) Mechanical breakdown;
- (2) Electrical or electronic breakdown; or
- (3) Rupture, bursting, bulging, implosion, or steam explosion.

However, "Equipment Breakdown" will not mean:

- a. Physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results, then we will pay for such resulting damage:

- (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;

- (3)** Smog;
 - (4)** Settling, cracking, shrinking or expansion;
 - (5)** Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
 - (6)** Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;
 - (7)** Scratching and marring;
- b.** Loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:
- Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.
- 16.** "Green" means products, materials, methods and processes certified by a "Green Authority" that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.
 - 17.** "Green Authority" means an authority on "Green" buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), "Green" Building Initiative Green Globes®, Energy Star Rating System or any other recognized "Green" rating system.
 - 18.** "Production machinery" means any machine which processes, forms, shapes, or transports raw materials, materials in process, waste materials or finished products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

With respect to coverage provided by this endorsement, the provisions of the BUSINESSOWNERS COVERAGE FORM apply unless modified by the endorsement.

SCHEDULE

Premises Number	Premium For Each Premises	Limit Of Insurance And Deductible For Each Premises
		MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO". HOWEVER, "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM IS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
		MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO". HOWEVER, "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM IS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
		MINUS \$ DEDUCTIBLE FOR EACH "CUSTOMER'S AUTO". HOWEVER, "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM IS SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
PREMISES WHERE YOU CONDUCT "GARAGE OPERATIONS"		
Premises Number	Address	
	State Your Main Business Location as Premises Number 1	

DIRECT COVERAGE OPTIONS

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

☐ EXCESS INSURANCE

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

☐ PRIMARY INSURANCE

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

A. This endorsement provides only those coverages:

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

B. Coverage

1. We will pay all sums the insured legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the insured's care while the insured is attending, servicing, repairing, parking, storing, or "transporting or towing" it in your "garage operations" and caused by or resulting from risks of direct physical loss unless the "loss" is:
 - a. Excluded below in Paragraph **C. Exclusions**; or
 - b. Limited below in Paragraph **D. Limit Of Insurance And Deductible**.
2. We will have the right and duty to defend any insured against a "suit" asking for these damages. However, we have no duty to defend any insured against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit Of Insurance for that coverage has been exhausted by payment of judgments or settlements.
3. **Additional Coverage - "Loss" To A Customer's Personal Property**

The insurance provided by this endorsement also applies to "loss" to your customer's personal property, other than "autos", "auto" equipment, watercraft or farm and industrial machinery or equipment, that is left in an insured's care in the course of your "garage operations".

4. Who Is An Insured

When coverage is provided under this endorsement, the following are insureds for "loss" to "customer's autos", "customer's autos" equipment, and customer's personal property:

- a. You;
- b. Your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such.

5. Coverage Extensions

Supplementary Payments. In addition to the Limit Of Insurance, we will pay for the insured:

- a. All expenses we incur.
- b. The costs of bonds to release attachments in any "suit" against an insured we defend, but only for bond amounts within our Limit Of Insurance.
- c. All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the insured in any "suit" against an insured we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an insured we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit Of Insurance.
- f. Up to \$35 per day up to a maximum of \$1,000 for the loss of use of a "customer's auto" due to covered damages for any "loss" while the "customer's auto" is left in the insured's care in the course of your "garage operations".

Payments will end after:

- (1) The "customer's auto" is returned to use; or
- (2) We pay for its "loss".

Our payment will be limited to that period of time reasonably required to repair or replace the "customer's auto".

C. Exclusions

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

a. War Or Military Action

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

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

b. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination however caused.
2. This insurance does not apply to any of the following:

a. Contractual Obligations

Liability resulting from any contract or agreement by which the insured accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the insured would have in the absence of the contract or agreement.

b. Theft Caused By You

"Loss" due to theft or conversion caused in any way by you, your partners (if you are a partnership), your members (if you are a limited liability company), your "employees", your "executive officers" or by your directors or shareholders.

c. Defective Parts

Defective parts or materials.

d. Faulty Work

Faulty "work you performed".

D. Limit Of Insurance And Deductible

1. Regardless of the number of "customer's autos", insureds, premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each premises is the Garagekeepers Coverage Limit Of Insurance shown in the Schedule for that premises minus the applicable deductible stated in the Schedule for "loss" to each "customer's auto".

2. The Maximum Deductible stated in the Schedule for Garagekeepers Coverage is the most that will be deducted for all "loss" in any one event caused by theft, or mischief or vandalism.
3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means a land motor vehicle or trailer or semitrailer lawfully within your possession for service, repair, storage, safekeeping, or "transporting or towing", with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households, but only if they pay for services performed.
2. "Garage operations" means the ownership, maintenance or use of the described premises for the business purpose of servicing, repairing, parking, storing, or "transporting or towing" "customer's autos". "Garage operations" also includes operations necessary or incidental to the performance of garage operations.
3. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.
4. "Transporting or towing" includes in transit, on hook or under tow.
5. "Work you performed" includes work that someone performed for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAR WASH PROGRAM - EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I - Property is amended as follows:

Under Paragraph **A. Coverage** Item **1.a.(6) Covered Property** is amended to add the following:

- (c) Fences, vacuum islands, canopies and their foundations that are above the surface of the ground, light poles, and lighting equipment, all while located at the premises described in the Declarations and pertaining to the service of the described premises.

B. Section II - Liability is amended as follows:

1. Paragraph B. Exclusions is amended as follows:

- a. Under Paragraph **B.1.**, Item **g.(5)** is amended to add the following:

- (c) The operation of any "customer's auto" while on or next to the described premises shown in the Declarations which you own, rent or control that are used for your car wash operations.

- b. Under Paragraph **B.1.**, Item **k.**, the following exception is added:

k. Damage To Property

However, we will pay up to \$10,000 per "occurrence" when the insured becomes legally obligated to pay for damage to "real property" caused by an "auto". Under this provision, the term "real property" shall mean buildings, auto hoists, fences, light-bearing standards, poles and retaining walls.

Deductible. A \$500 deductible will apply per "occurrence".

Other Insurance. If any other insurance carried by the insured or others applies to the "occurrence" this insurance shall apply only as excess insurance over such other insurance.

- c. Under Paragraph **B.1.**, Item **I.** is replaced by the following:

I. Damage To Your Product

"Property Damage" to "your product" arising out of it or any part of it.

With respect to "your product" that is sold or installed as part of your auto service operations, this exclusion does not apply if the "property damage" is caused by a defect that existed in "your product" or any part of "your product" when it was transferred to another and the defect was not the result of "your work". However, coverage applies only to the amount of "property damage" to "your product" in excess of the deductible amount of \$500. This deductible amount applies to all damages because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

2. Mechanics' Errors And Omissions Liability

Mechanics' Errors And Omissions Liability coverage is added as follows:

- a. For the insurance provided by this additional coverage, all provisions under Paragraph **A.1. Business Liability** also apply to damages resulting from the insured's negligent act, error or omission in providing auto mechanic services.
- b. Under Paragraph **A. Coverages**, we also pay those sums that the insured becomes legally obligated to pay as damages resulting from the insured's negligent act, error or omission in providing auto mechanic services.
- c. With respect to the insurance provided by this additional coverage, Paragraph **B. Exclusions** is amended as follows:

- (1) The following **Exclusions** do not apply:
 - (a) Paragraph **1.k.(6) Damage To Property**; and
 - (b) Paragraph **1.m. Damage To Your Work**.
- (2) The following **Exclusions** are added:

This insurance does not apply to any claim:

 - (a) Resulting from a criminal act, including but not limited to fraud committed by the insured or any person for whom the insured is legally responsible.
 - (b) Resulting from insolvency or bankruptcy of the insured.
 - (c) For reimbursement of costs of supplies or materials used in providing auto mechanic services.
- d. Paragraph **D.2. of Liability And Medical Expenses Limits Of Insurance** is amended to include the following:
 4. The most we will pay for the sum of all damages because of all auto mechanic acts, errors and omissions in any one "occurrence" is \$25,000 unless a higher Limit Of Insurance is shown in the Declarations for this coverage. Our obligation to pay damages under this coverage applies only to the amount of damages in excess of a deductible amount of \$500.
 - e. For the purpose of determining the limits for this additional coverage, any act, error or omission together with all related acts, errors or omissions in the providing of these services will be considered one act, error or omission.
3. The following definition is added to Paragraph **F. under Section II - Liability**:

"Customer's auto" means an "auto" on the described premises for the purpose of receiving services normally provided in connection with a car wash business but does not include an "auto" owned by, rented, leased or loaned to any "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' INSTALLATION, TOOLS AND EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I - Property is amended as follows:

A. Paragraph A.2. Property Not Covered is amended as follows:

- 1. The following is added to Paragraph A.2. Property Not Covered:**

Tools and equipment including their:

- a.** Accessories, whether or not attached; and
- b.** Spare parts, that are specifically designed and intended for use in the maintenance and operation of the tools and equipment;

that you own, or that you do not own but that are in your care, custody or control.

- 2. However, Paragraph A.1. of this endorsement does not apply to the following:**

- a.** Coverage provided under Coverage **1** - Contractors' Installation Coverage, but only with respect to property described in Paragraph **A.1.** of this endorsement which is to be installed by you or at your direction;
- b.** Coverage provided under Coverage **2** - Contractors' Tools And Equipment Coverage;
- c.** Coverage provided under Coverage **3** - Non-owned Tools And Equipment Coverage;
- d.** Coverage provided under Coverage **4** - Employees' Tools Coverage; or
- e.** Loss of or damage to property described in Paragraph **A.1.** caused by the "specified causes of loss", theft or building glass breakage.

B. Paragraph A.6.b. Coverage Extensions is amended as follows:

The **Personal Property Off-premises** Coverage Extension is amended by adding the following:

This extension does not apply to loss of or damage to property covered under the following:

- (1)** Coverage **1** - Contractors' Installation Coverage;
- (2)** Coverage **2** - Contractors' Tools And Equipment Coverage;
- (3)** Coverage **3** - Non-owned Tools And Equipment Coverage; and
- (4)** Coverage **4** - Employees' Tools Coverage.

C. Coverages

- 1. Coverage 1 - Contractors' Installation Coverage**

- a.** The following is added to Paragraph **A.1.b.(2) Business Personal Property:**

This coverage also includes property sold under an installation agreement where your insurable interest continues until the property is accepted by the purchaser for whom the project is to be performed.

- b.** The insurance that applies to Business Personal Property is extended to include:

- (1)** Materials, supplies, equipment, machinery, and fixtures owned by you or in your care, custody or control, and which are to be installed by you or at your direction; and
- (2)** Temporary structures built or assembled on-site, including cribbing, scaffolding and construction forms.

This property is covered while:

- (1)** At any job site you do not own, lease or operate;
- (2)** Awaiting and during installation, or awaiting acceptance by the purchaser;
- (3)** In transit; or
- (4)** At a "temporary storage location".

- c. Coverage provided under this Coverage **1** will end when one of the following first occurs:
 - (1) This policy expires or is cancelled;
 - (2) The property covered under this Coverage **1** is accepted by the purchaser;
 - (3) Your interest in the property covered under this Coverage **1** ceases;
 - (4) You abandon the project to be performed by you for the purchaser, with no intention to complete it; or
 - (5) 90 days after the project to be performed by you for the purchaser is completed, unless we specify a different date in writing.
- d. In addition to Property Not Covered in Paragraph **A.2.**, the following property is not covered with respect to this Coverage **1**:
 - (1) An existing building or structure to which an addition, alteration, improvement or repair is being made;
 - (2) Property stored at a permanent warehouse or storage yard that you own;
 - (3) A plan, blueprint, design or specification;
 - (4) Trees, grass, sod, shrubbery or plants; and
 - (5) Machinery, tools, equipment, supplies or similar property that do not become a permanent part of the project. This includes contractors equipment and other tools belonging to a contractor or subcontractor.
- e. With respect to this Coverage **1**, the following additional exclusions apply:
We will not pay for loss or damage caused by or resulting from any of the following:
 - (1) The cost to make good or replace faulty or defective materials or workmanship;
 - (2) Testing. However, if testing results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion;
 - (3) A fault, defect, deficiency, error or omission in a plan, blueprint, design or specification;
 - (4) The weight of a load when it exceeds the designed capacity of any property covered under this Coverage **1** to lift, move or support the load from any position; or
 - (5) Collision, upset or overturn of any property covered under this Coverage **1** to the extent of any loss of or damage to the tires or inner tubes of such property. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same property covered under this Coverage **1**.
- f. The following Limits Of Insurance apply to **Coverage 1 - Contractors' Installation Coverage**:
 - (1) **Property At Covered Job Sites**
 - (a) Subject to Paragraph **b.**, the most we will pay for direct physical loss of or damage to Covered Property at each covered job site in any one occurrence is the Property At Each Covered Job Site Limit Of Insurance shown in the Schedule for this coverage.
 - (b) The most we will pay for loss or damage to Covered Property at all covered job sites combined in any one occurrence is three times the Property At Each Covered Job Site Limit Of Insurance shown in the Schedule for this coverage.
 - (2) **Property In Transit**
The most we will pay for direct physical loss of or damage to Covered Property in transit is \$5,000.
 - (3) **Property At A Temporary Storage Location**
The most we will pay for direct physical loss of or damage to Covered Property at a "temporary storage location" is \$5,000.

2. Coverage 2 - Contractors' Tools And Equipment Coverage

- a. The insurance that applies to Business Personal Property is extended to include:
Tools and equipment, including their:
 - (1) Accessories, whether or not attached; and

- (2) Spare parts, that are specifically designed and intended for use in the maintenance and operation of property covered under this Coverage 2;

that you own, or that you do not own but that are in your care, custody or control.

- b. With respect to this Coverage 2, Paragraph A.2.a. is replaced by the following:

- a. Aircraft, watercraft, their equipment or parts; automobiles; dealers' demonstration equipment, machinery and vehicles; dirt bikes, house trailers, mobile homes, mopeds, motorcycles, motorized bicycles, tricycles or four-wheel all-terrain vehicles; snowmobiles, trucks and vehicles primarily designed and licensed for road use;

- c. However, this Coverage 2 does not apply to:

- (1) Property while in caissons or underwater or while being used in underground mining, tunneling or similar operations;
- (2) Property you have loaned, rented or leased to others;
- (3) Property that is or will become a permanent part of any building or structure;
- (4) Property held for sale;
- (5) Non-owned tools and equipment leased or rented from others that are in your care, custody or control;
- (6) Your employees' (including temporary or leased employees') tools; or
- (7) Loss of or damage to property caused by the "specified causes of loss", theft or building glass breakage.

- d. With respect to this Coverage 2, Paragraph (1) of Exclusion B.1.b. **Earth Movement** does not apply to loss or damage caused directly or indirectly by earthquake.

- e. With respect to this Coverage 2, Exclusion g. **Water** does not apply to loss or damage caused directly or indirectly by flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge).

- f. With respect to this Coverage 2, the following additional exclusions apply:

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

- (1) Theft of any property covered under this Coverage 2 from any unattended vehicle unless, at the time of theft, the vehicle's windows, doors and compartments were closed and locked, and there are visible signs that the theft was a result of forced entry. But this exclusion does not apply to property in the custody of a carrier for hire or when the Limit Of Insurance of this Coverage 2 is \$5,000 or higher.
- (2) The weight of a load when it exceeds the designed capacity of any property covered under this Coverage 2 to lift, move or support the load from any position.
- (3) Collision, upset or overturn of any property covered under this Coverage 2 to the extent of any loss of or damage to the tires or inner tubes of such property. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same property covered under this Coverage 2.

- g. The following Limits Of Insurance apply to **Coverage 2 - Contractors' Tools And Equipment Coverage**:

(1) Blanket Limit Of Insurance

The blanket Limit Of Insurance shown in the Schedule for this coverage is the most we will pay in any one occurrence for the total of all covered losses to Covered Property. Subject to the blanket Limit Of Insurance shown in the Schedule for this coverage, the most we will pay for direct physical loss of or damage to any one tool or any one piece of equipment is the applicable per-item sub-limit shown in the Schedule for this coverage. However, this Paragraph (1) does not apply to Covered Property that is individually described in the Schedule for this coverage and that is subject to a scheduled Limit Of Insurance in accordance with Paragraph g.(2).

(2) Scheduled Limit Of Insurance

The most we will pay in any one occurrence for direct physical loss of or damage to each item of Covered Property that is individually described in the Schedule for this coverage is the Limit Of Insurance shown in the Schedule for that item.

3. Coverage 3 - Non-owned Tools And Equipment Coverage

When a Limit Of Insurance is shown in the Schedule for Coverage **3** - Non-owned Tools And Equipment Coverage, Covered Property includes contractors' non-owned tools and equipment leased or rented from others that are in your care, custody or control other than temporary structures built or assembled on site, including cribbing, scaffolding and construction forms.

The most we will pay for direct physical loss of or damage to Covered Property under this Coverage **3**, in any one occurrence, is the Coverage **3** - Non-owned Tools And Equipment Coverage Limit Of Insurance shown in the Schedule.

However, this Coverage **3** does not apply to:

- a.** Non-owned tools and equipment leased or rented from any of your employees (including temporary or leased employees);
- b.** Loss of or damage to property caused by the "specified causes of loss", theft or building glass breakage.

4. Coverage 4 - Employees' Tools Coverage

When a Limit Of Insurance is shown in the Schedule for Coverage **4** - Employees' Tools Coverage, Covered Property includes your employees' (including temporary or leased employees') tools which are used in connection with your operations.

The most that we will pay for direct physical loss of or damage to Covered Property under this Coverage **4**, in any one occurrence, is the Coverage **4** - Employees' Tools Coverage Limit Of Insurance shown in the Schedule. Subject to the Coverage **4** - Employees' Tools Coverage Limit Of Insurance, the most we will pay for direct physical loss of or damage to any one tool, and all tools of any one employee, is the following:

- a.** \$500 per tool; and
- b.** \$1,000 for all tools of any one employee.

However, this Coverage **4** does not apply to loss of or damage to property caused by the "specified causes of loss", theft or building glass breakage.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown in the Contractors' Installation, Tools And Equipment Coverage Schedule. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit Of Insurance shown in the Contractors' Installation, Tools and Equipment Coverage Schedule.

E. The following is added to Paragraph H. Definitions:

"Temporary storage location" means a location where property that is to become a permanent part of a completed project is stored while waiting to be delivered to a job site:

- 1.** That you do not own, lease or operate; and
- 2.** Where work is in progress, or will begin in 30 days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' INSTALLATION, TOOLS AND EQUIPMENT COVERAGE SCHEDULE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

DEDUCTIBLE:

Item	Limit Of Insurance
Coverage 1 - Contractors' Installation Coverage	
1. Property At Each Covered Job Site	
2. Property At All Covered Job Sites Combined	Three Times The Property At Each Covered Job Site Limit Of Insurance
3. Property In Transit	\$5,000
4. Property At A "Temporary Storage Location"	\$5,000
Additional Premium:	
Coverage 2 - Contractors' Tools And Equipment Coverage	
1. Blanket Limit	
An "X" displayed to the right indicates the applicable per-item sub-limit.	☐ not in excess of \$1,000 for any one item ☐ not in excess of \$2,000 for any one item
2. Scheduled Limit (And Description of Property)	
Total Scheduled Property Limit Of Insurance	
Additional Premium:	
Coverage 3 - Non-owned Tools And Equipment Coverage	
Additional Premium:	
Coverage 4 - Employees' Tools Coverage	
	however, not more than \$500 per tool and not in excess of \$1,000 for all tools of any one employee
Additional Premium:	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SMALL CHURCH PROGRAM - EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I - Property is amended as follows:

1. Under Paragraph **A.6. Coverage Extensions**, Item **a.** is deleted and replaced with the following:

a. Newly Acquired Or Constructed Property

You may extend the insurance that applies to your Buildings and Business Personal Property to:

- (1) Your new buildings while being built on the described premises;
- (2) Buildings you acquire at premises other than the described premises; and
- (3) The Business Personal Property you acquire during the policy period.

Under this Extension, the most we will pay for loss or damage is the sum of the Limits Of Insurance for your Buildings and your Business Personal Property, but not more than \$500,000 at each premises, (\$750,000 at each premises when **Businessowners Platinum Plus Endorsement BO 00 57** applies to the policy).

Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- (1) This policy expires;
- (2) 180 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

2. The following are added to Paragraph **A.6. Coverage Extensions**:

h. Church Property In Dwellings.

You may extend the insurance that applies to Business Personal Property to your property located in dwelling quarters maintained by you for use by an employee.

The most we will pay for loss or damage in any one occurrence is \$2,500.

i. Fences, Light-Bearing Standards Or Poles

You may extend the insurance that applies to Buildings to cover fences and light-bearing standards or poles at the described premises.

The most we will pay for loss or damage in any one occurrence is \$10,000.

j. Appurtenant Structures And Buildings

If this policy covers Buildings, you may extend that insurance to apply to structures that pertain to the operation, maintenance or service of the described premises.

The most we will pay for loss or damage under this Extension is 10% of the Limit Of Insurance applicable to Buildings or \$20,000, whichever is less, for each such Building to cover appurtenant structures and buildings pertaining to the described Building and located on the same premises.

This Coverage Extension supersedes any other coverage extension for appurtenant structures and buildings provided elsewhere in this policy.

3. Paragraph **G. Optional Coverages** is amended as follows:

- a. Item **2.c. Money And Securities** is extended to include the following:

Holy Days Exception. The Limit Of Insurance shown in the Declarations for "money" and "securities" is doubled during the period:

- (1) From 48 hours before;
- (2) During; and
- (3) 48 hours after;

the Sunday upon which is celebrated Easter, Thanksgiving and Christmas. In the event these are not your religious holidays, then this "Holy Days Exception" shall apply to three corresponding religious holidays celebrated by you.

- b. The following is added to Item **3.a. Employee Dishonesty**:

We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from the failure to faithfully perform duties by any employee or account for all monies and property received by virtue of their position, as prescribed by your constitution and by-laws or resolution of your governing body. This includes the inability to faithfully perform those duties because of a criminal act committed by a person other than an employee.

B. Section II - Liability is amended as follows:

1. Paragraph **A.1. Business Liability** is extended to provide coverage for the following:

Damage To Property Of Others

We will provide coverage for loss or damage to personal property of others in your care, custody or control. The limit of this insurance is \$5,000 per "occurrence". This is the most we will pay regardless of the number of insureds, claims made, or "suits" brought during the policy period.

Under Paragraph **B.1. Exclusions Applicable To Business Liability Coverage**, Items **k.(3)**, **k.(4)** and **k.(5)** will not apply to the coverage provided in this Coverage Extension.

2. Paragraph **A.2. Medical Expenses** is amended as follows:

Athletic Medical Expense Insurance

The insurance provided under Paragraph **A.2. Medical Expenses** is extended to apply to any person or member of the church while such person or member is taking part in a church sponsored athletic event.

DEDUCTIBLE. A deductible of \$50 will apply to each claim made under this insurance. We shall pay only the difference between this deductible and the Medical Expenses Limit stated in the Declarations.

OTHER INSURANCE. This insurance is excess insurance over any other valid and collectible insurance available to the injured person.

With respect to this Coverage Extension, Exclusion **2.e.** under Paragraph **B. Exclusions** does not apply.

3. Under Paragraph **B.2., Exclusions Applicable To Medical Expenses Coverage**, Item **a.** is replaced by the following:

We will not pay expenses for "bodily injury":

- a. To any insured, except church members, "volunteer workers" or a person donating his or her labor on behalf of the church.

4. Paragraph **C.2. Who Is An Insured** is amended to add the following as insureds:

- e.(1) Any of your church members, but only with respect to their liability for your activities or activities they perform on your behalf.

- (2) Any:

- (a) Trustee, official or member of the board of governors of the church; or

- (b) Members of the clergy;

but only while performing duties related to the conduct of the church.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Insured Person or Position	Personal Property Limit Of Liability	Deductible	Annual Premium
1.			
2.			
3.			
4.			

AGREEMENT:

We will provide the insurance described in this endorsement in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS:

In this endorsement, "you" and "your" refer to the insured person or person filling the position shown in the above Schedule and such person's spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:

- a. Liability for "bodily injury" or "property damage" arising out of the:

- (1) Ownership of such vehicle or craft by an "insured";
- (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3) Entrustment of such vehicle or craft by an "insured" to any person;
- (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or

- (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

- b. For the purpose of this definition:

- (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;

- (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

- (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and

- (4) Motor vehicle means a "motor vehicle" as defined in Paragraph **6.** below.

2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "Business" includes trade, profession or occupation other than the business activities associated with the business of the Named Insured.

4. "Fungi"

- a. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

- b. Under Part II of this endorsement, this does not include any fungi that are, are on, or are contained in a good or product intended for consumption.
5. "Insured" means:
- a. You and residents of your household who are:
 - (1) Your relatives; or
 - (2) Other persons under the age of 21 and in the care of any person named above;
 - b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1) 24 and your relative; or
 - (2) 21 and in your care or the care of a person described in a.(1) above; or
 - c. Under Part II of this endorsement:
 - (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 5.a. or 5.b. above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
 - (2) With respect to any "motor vehicle" to which this policy applies:
 - (a) Persons while engaged in your employ or that of any person included in 5.a. or 5.b. above; or
 - (b) Other persons using the "motor vehicle" on a "residence premises" with your consent.
6. "Motor vehicle" means:
- a. A self-propelled land or amphibious vehicle; or
 - b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.
7. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
- a. "Bodily injury"; or
 - b. "Property damage".
8. "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. Pollutants include but are not limited to substances that are generally recognized in industry or government to be harmful or toxic to persons, property or the environment.
9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
10. "Residence premises" means:
- a. The one family dwelling, other structures and grounds where you reside; or
 - b. The two, three, or four family dwelling where you reside in at least one of the family units; or
 - c. That part of any other building where you reside.
- "Residence premises" also includes other structures and grounds at the location.
11. "Residence employee" means an employee of an "insured", or any employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services. However, a "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.
12. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" 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.

PART I - PERSONAL PROPERTY COVERAGES:

Section I - Property is amended to provide coverage for the personal property of the insured person or person filling the position shown in the Schedule of this endorsement as follows:

A. COVERAGE.

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

1. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
2. A guest or "residence employee" while the property is in any residence occupied by an "insured".

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the applicable Personal Property Limit Of Liability shown in the Schedule of this endorsement, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

1. Moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
2. In a newly acquired principal residence for 30 days from the time you begin to move the property there.

B. ADDITIONAL COVERAGES.

1. **Debris Removal.** We will pay your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

We will also pay your reasonable expenses, up to \$1,000, for the removal from the "residence premises" of:

- a. Your tree(s) felled by the peril of Windstorm or Hail, or Weight of Ice, Snow or Sleet; or
- b. A neighbor's tree(s) felled by a Peril Insured Against;
provided the tree(s):
- c. Damage(s) a covered structure; or
- d. Does not damage a covered structure, but:

- (1) Block(s) a driveway on the "residence premises" which prevent(s) a "motor vehicle" that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

- (2) Blocks a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

2. **Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this endorsement and the damage to that property is caused by an applicable Peril Insured Against.

This coverage does not:

- a. Increase the limit of liability that applies to the covered property; or
- b. Relieve you of your duties in case of a loss to covered property, as set forth in Part I - **CONDITIONS**, Paragraph 1.d. of this endorsement.

3. **Trees, Shrubs And Other Plants.** We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against: Fire or Lightning, Explosion, Riot or Civil Commotion, Aircraft, Vehicles not owned or operated by a resident of the "residence premises", Vandalism or Malicious Mischief or Theft.

We will pay up to 10% of the applicable Personal Property Limit Of Liability shown in the Schedule of this endorsement for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be available for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

4. **Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the prop-

erty is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

- 5. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money.

a. We will pay up to \$1,000 for:

- (1)** The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- (2)** Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- (3)** Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- (4)** Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

This coverage is additional insurance. No deductible applies to this coverage.

b. We do not cover:

- (1)** Use of a credit card, electronic fund transfer card or access device:
 - (a)** By a resident of your household;
 - (b)** By a person who has been entrusted with either type of card or access device; or
 - (c)** If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
- (2)** Loss arising out of "business" use or dishonesty of an "insured".

c. If the coverage in Paragraph **a.** above applies, the following defense provisions also apply:

- (1)** We may investigate and settle any claim or "suit" that we decide is appropriate. Our duty to defend a claim or "suit" ends when the amount we pay for the loss equals our limit of liability.
- (2)** If a "suit" is brought against an "insured" for liability under Paragraphs **a.(1)** or **(2)** above, we will provide a defense at our expense by counsel of our choice.
- (3)** We have the option to defend at our expense an "insured" or an "insured's" bank against any "suit" for the enforcement of payment under Paragraph **a.(3)** above.

- 7. Building Additions And Alterations.** We cover the building improvements or installations, made or acquired at your expense, to that part of the "residence premises" used exclusively by you. The limit of liability for this coverage will not be more than 10% of the applicable Personal Property Limit Of Liability.

This coverage is additional insurance.

- 8. Loss Of Use.** If a loss by a Peril Insured Against under this endorsement to covered property or the building containing the property makes the "residence premises" not fit to live in, we cover the "additional living expense". "Additional living expense" means any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or if you permanently relocate, the shortest time required for your household to settle elsewhere.

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this endorsement, we cover the "additional living expense" loss as provided above for no more than two weeks.

The periods of time under the above paragraphs are not limited by expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

- 9. Refrigerated Products.** We will pay up to \$500 for damage to the contents of deep freeze or refrigerated units on the "residence premises" when the damage is caused by power failure or mechanical breakdown. When the power failure or mechanical breakdown is known by you, you must use all reasonable means to protect the covered property from further damage or this Additional Coverage is void. Mechanical breakdown does not include failure, malfunction, or inadequacy of the computer software or microprocessors of the deep freeze or refrigeration unit due to the inability to correctly recognize, process, distinguish, interpret, or accept one or more dates or times.

Coverage will apply only if you have maintained the deep freeze or refrigeration unit in proper working condition immediately prior to the loss.

10. "Fungi", Wet Or Dry Rot, Or Bacteria

- a.** The amount of \$15,000 is the most we will pay for:

- (1)** The total of all loss payable under **Part I - PERSONAL PROPERTY COVERAGES** caused by "fungi", wet or dry rot, or bacteria;
- (2)** The cost to remove "fungi", wet or dry rot, or bacteria from property covered under **Part I - PERSONAL PROPERTY COVERAGES**;
- (3)** The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and
- (4)** The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.

- b.** The coverage described in **10.a.** only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

- c.** The amount shown in the **10.a.** for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:

- (1)** Number of locations insured under this endorsement; or
- (2)** Number of claims made.

- d.** If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

11. Grave Markers

We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against.

This coverage does not increase the limits of liability that apply to the damaged covered property.

C. SPECIAL LIMITS OF LIABILITY.

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the applicable Personal Property Limit Of Liability shown in the Schedule of this endorsement.

- 1.** \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- 2.** \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets, stamps and personal records. This dollar limit:
 - a.** Applies to these categories regardless of the medium (such as paper or computer software) on which the material exists; and
 - b.** Includes the cost to research, replace and restore the information from the lost or damaged material.

3. \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$1,500 on trailers or semitrailers not used with watercraft of all types.
5. \$1,500 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semi-precious stones.
6. \$2,000 for loss by theft, misplacing or losing of firearms and related equipment.
7. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
8. \$2,500 on property, on the "residence premises", used at any time or in any manner for any "business" purpose.
9. \$500 on property, away from the "residence premises", used at any time or in any manner for any "business" purpose.

D. PROPERTY NOT COVERED.

We do not cover:

1. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
2. Animals, birds or fish;
3. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
4. "Business" data, including such data stored in:
 - a. Books of account, drawings or other paper records; or
 - b. Computers and related equipment.

However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

5. "Motor vehicles".

(1) This includes:

- (a) Their accessories, equipment and parts; or
- (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the "motor vehicle".

- (2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:

(a) Used solely to service an "insured's" residence; or

(b) Designed to assist the handicapped;

6. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
7. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **B.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Part I - PERSONAL PROPERTY COVERAGES**; or
8. Water or steam.

PART I - PERILS INSURED AGAINST:

We insure for risk of direct physical loss to the property described in the Schedule of this endorsement.

We do not insure, however, for loss:

1. Excluded under **PART I - EXCLUSIONS**;
2. Caused by:

- a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:

(1) Maintain heat in the building; or

(2) Shut off the water supply and drain all systems and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- (1) Fence, pavement, patio or swimming pool;
 - (2) Footing, foundation, bulkhead, wall or any other structure or device that supports all or part of a building or other structure; or
 - (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (4) Pier, wharf or dock;
 - c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
 - d. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.
- There is coverage for breakage of the property by or resulting from:
- (1) Fire, lightning, windstorm or hail;
 - (2) Smoke, other than smoke from agricultural smudging or industrial operations;
 - (3) Explosion, riot, civil commotion;
 - (4) Aircraft, vehicles, vandalism and malicious mischief;
 - (5) Collapse of a building or any part of a building;
 - (6) Water not otherwise excluded;
 - (7) Theft, attempted theft or loss of property from a known place when it is likely that the property has been stolen; or
 - (8) Sudden and accidental tearing apart, cracking, burning or bulging of:
 - (a) A steam or hot water heating system;
 - (b) An air conditioning or automatic fire protective sprinkler system; or
 - (c) An appliance for heating water;
 - e. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
 - f. Refinishing, renovating or repairing property other than watches, jewelry and furs;
 - g. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors;
 - h. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
 - i. Any of the following:
 - (1) Wear and tear, marring, deterioration;
 - (2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
 - (3) Smog, rust or other corrosion;
 - (4) Smoke from agricultural smudging or industrial operations;
 - (5) Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge dispersal, seepage, migration, release or escape is itself caused by any of the following perils: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
- (a) Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.
- This cause of loss does not include:
- (i) The cost of filling sinkholes; or
 - (ii) Sinking or collapse of land into manmade underground cavities.
- (b) Falling objects does not include loss or damage to:
- (i) Personal property in the open; or
 - (ii) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- (c) Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the

"residence premises" and contains water or steam.

But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a peril listed in Paragraph **i.(5)**, we will pay for the loss or damage caused by that peril;

- (6)** Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (7)** Birds, vermin, rodents or insects; or
- (8)** Animals owned or kept by an "insured".

Exception to Paragraph 2.i.:

Unless the loss is otherwise excluded, we cover loss to property described in this endorsement resulting from an accidental discharge or overflow of water or steam from within a:

- (a)** Storm drain, or water, steam or sewer pipe, off the "residence premises"; or
- (b)** Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or

- j.** Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Under **PART I - EXCLUSIONS**, Exclusion **3.** Water Damage, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground, do not apply to loss by water covered under Paragraphs **2.i.** and **j.** above.

Under Paragraphs **2.a., b., c., h., i.,** and **j.** above, any ensuing loss to property described in this endorsement and not precluded by any other provisions in this endorsement is covered.

PART I - EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

- 1. Ordinance Or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, including the cost of removing its debris, unless specifically provided under this policy.
- 2. Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mudflow; subsidence; earth sinking, rising or shifting; unless direct loss by:
 - a.** Fire;
 - b.** Explosion; or
 - c.** Breakage of glass or safety glazing material which is part of a building, storm door or storm window;

ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

- 3. Water Damage**, meaning:
 - a.** Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
 - b.** Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
 - c.** Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire, explosion or theft resulting from water damage is covered.

This exclusion does not apply to property described in this endorsement that is away from the premises or location owned, rented, occupied or controlled by an "insured".

This exclusion applies to property described in this endorsement that is on a premises or location owned, rented, occupied or controlled by an "insured" even if weather conditions contribute in any way to produce the loss.

4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises". But, if a Peril Insured Against ensues on the "residence premises", we will pay only for that ensuing loss.
5. **Neglect**, meaning neglect of an "insured" to use all reasonable means to save and preserve property at and after the time of a loss.
6. **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
7. **Nuclear Hazard**. This exclusion pertains to Nuclear Hazard to the extent set forth in Paragraph 11. Nuclear Hazard Clause under **PART I - CONDITIONS**.
8. **Intentional Loss**, meaning any loss arising out of any act committed:
 - a. By or at the direction of an "insured"; and
 - b. With the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

9. **Governmental Action**, meaning the destruction, confiscation or seizure of property described in this endorsement by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this endorsement.

10. **"Fungi", Wet Or Dry Rot, Or Bacteria**, meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This exclusion does not apply:

- a. When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- b. To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverage under **Part I - PERSONAL PROPERTY COVERAGES** with respect to loss or damage caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, or bacteria is covered.

PART I - CONDITIONS:

1. **Your Duties After Loss**. In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an "insured" seeking coverage, or a representative of either:
 - a. Give prompt notice to us or our agent;
 - b. Notify the police in case of loss by theft;
 - c. Notify the credit card or electronic fund transfer card or access device company in case of loss under Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money coverage;
 - d. Protect the property from further damage. If repairs to the property are required, you must:
 - (1) Make reasonable and necessary repairs to protect the property; and
 - (2) Keep an accurate record of repair expenses;
 - e. Cooperate with us in the investigation of a claim;
 - f. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
 - g. As often as we reasonably require:
 - (1) Show the damaged property;
 - (2) Provide us with records and documents we request and permit us to make copies; and
 - (3) Submit to examination under oath, while not in the presence of another "insured", and sign and swear to them;
 - h. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) The time and cause of loss;
 - (2) The interest of all "insureds" and all others in the property involved and all liens on the property;
 - (3) Other insurance which may cover the loss;
 - (4) Changes in title or occupancy of the property during the term of the policy;

- (5) Specifications of damaged buildings and detailed repair estimates;
- (6) The inventory of damaged personal property described in **f.** above;
- (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- (8) Evidence or affidavit that supports a claim under the Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money coverage, stating the amount and cause of loss.

2. Loss Settlement.

a. Eligible Property

- (1) Covered property losses to the following property are settled at replacement cost at the time of the loss:
 - (a) Personal property described in the Schedule; and
 - (b) If covered in this endorsement:
 - (i) Awnings, outdoor antennas and outdoor equipment; and
 - (ii) Carpeting and household appliances, whether or not attached to buildings.
- (2) This method of loss settlement will also apply to the following articles or classes of property if they are owned or used by an "insured" and separately described and specifically insured in this policy and not subject to agreed value loss settlement:
 - (a) Jewelry;
 - (b) Furs and garments:
 - (i) Trimmed with fur; or
 - (ii) Consisting principally of fur;
 - (c) Cameras, projection machines, films and related articles of equipment;
 - (d) Musical equipment and related articles of equipment;
 - (e) Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
 - (i) Pens or pencils;
 - (ii) Flasks;
 - (iii) Smoking implements; or
 - (iv) Jewelry ; and
 - (f) Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Personal Property Replacement Cost Loss Settlement will not apply to other classes of property separately described and specifically insured.

b. Ineligible Property

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace:

- (1) Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
- (2) Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
- (3) Articles not maintained in good or workable condition.
- (4) Articles that are outdated or obsolete and are stored or not being used.

c. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in Paragraph **2.a.** above.:

- (1) We will pay no more than the least of the following amounts:
 - (a) Replacement cost at the time of loss without deduction for depreciation;
 - (b) The full cost of repair at the time of loss;
 - (c) The applicable Personal Property Limit Of Liability shown in the Schedule of this endorsement;
 - (d) Any applicable special limits of liability stated in this endorsement; or
 - (e) For loss to any item described in **2.a.(2)(a)-(f)** above, the limit of liability that applies to the item.
- (2) If the cost to repair or replace the property described in Paragraph **2.a.** above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
- (3) You may make a claim for loss on an actual cash value basis and then make a claim for any additional liability in accordance with this endorsement provided you notify us of your intent to do so within 180 days after the date of loss.

3. **Loss To A Pair Or Set.** In case of loss to a pair or set we may elect to:
 - a. Repair or replace any part to restore the pair or set to its value before the loss; or
 - b. Pay the difference between actual cash value of the property before and after the loss.
4. **Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

 - a. Pay its own appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
5. **Other Insurance And Service Agreement.** If a loss covered by this endorsement is also covered by:
 - a. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this endorsement bears to the total amount of insurance covering the loss; or
 - b. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
6. **Suit Against Us.** No action can be brought against us unless the policy provisions have been fully complied with and the action is started within one year after the date of loss.
7. **Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.
8. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
 - a. Reach an agreement with you;
 - b. There is an entry of a final judgment; or
 - c. There is a filing of an appraisal award with us.
9. **Abandonment Of Property.** We need not accept any property abandoned by an "insured".
10. **No Benefit To Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.
11. **Nuclear Hazard Clause.**
 - a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
 - b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
 - c. This policy does not apply under Part I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.
12. **Recovered Property.** If you or we recover any property for which we have made payment under this endorsement, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.
13. **Volcanic Eruption Period.** One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.
14. **Deductible.** Subject to the applicable Personal Property Limit Of Liability shown in this endorsement, we will pay only that part of the total of all loss payable under Part I that exceeds the deductible amount shown in the Schedule of this endorsement.
15. **Insurable Interest And Limit Of Liability.**

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

 - a. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
 - b. For more than the applicable Personal Property Limit Of Liability shown in the Schedule of this endorsement.

PART II - PERSONAL LIABILITY COVERAGE AND MEDICAL PAYMENTS TO OTHERS:

Section II - Liability is amended to add the following:

A. PERSONAL LIABILITY COVERAGE:

If a claim is made or a "suit" is brought against an "insured" under this endorsement for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability, as shown as the "Liability and Medical Expense Limit" in the Businessowners Liability Coverage Part Declarations, for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the "suit" is groundless, false or fraudulent. We may investigate and settle any claim or "suit" that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" has been exhausted by payment of a judgment or settlement.

B. MEDICAL PAYMENTS TO OTHERS:

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "residence premises" with the permission of an "insured"; or
2. To a person off the "residence premises", if the "bodily injury":
 - a. Arises out of a condition on the "residence premises" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured"; or
 - c. Is caused by an animal owned by or in the care of an "insured".

PART II - EXCLUSIONS:

Coverage under PART II - PERSONAL LIABILITY and B. MEDICAL PAYMENTS TO OTHERS does not apply to "bodily injury" or "property damage":

1. Which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;

2. Arising out of or in connection with "business" pursuits of an "insured" or the rental or holding for rental of any part of any premises by an "insured".

This exclusion does not apply to:

- a. Activities which are usual to non-"business" pursuits; or
- b. The rental or holding for rental of the "insured's" "residence premises";

(1) On an occasional basis if used only as a residence;

(2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(3) In part, as an office, school, studio or private garage;

3. Arising out of the rendering of or failure to render professional services;

4. Arising out of a premises:

- a. Owned by an "insured";
- b. Rented to an "insured"; or
- c. Rented to others by an "insured"; that is not the "residence premises";

5. a. Arising out of any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

(1) Is registered for use on public roads or property;

(2) Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

(3) Is being:

(a) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;

(b) Rented to others;

(c) Used to carry persons or cargo for a charge; or

- (d) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
- b. If Exclusion 5.a. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
 - (1) In dead storage on an "insured location";
 - (2) Used solely to service an "insured's" residence;
 - (3) Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (a) Being used to assist a handicapped person; or
 - (b) Parked on the "residence premises";
 - (4) Designed for recreational use off public roads and:
 - (a) Not owned by an "insured"; or
 - (b) Owned by an "insured" provided the "occurrence" takes place on a "residence premises"; or
 - (5) A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
 - (a) A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (i) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (ii) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (iii) Cross public roads at designated points to access other parts of the golfing facility; or
 - (b) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence;
- 6. a. Arising out of any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose;
- b. If Exclusion 6.a. does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
 - (1) Is stored;
 - (2) Is a sailing vessel, with or without auxiliary power, that is:
 - (a) Less than 26 feet in overall length; or
 - (b) 26 feet or more in overall length and not owned by or rented to an "insured"; or
 - (3) Is not a sailing vessel and is powered by:
 - (a) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (i) 50 horsepower or less and not owned by an "insured"; or
 - (ii) More than 50 horsepower and not owned by or rented to an "insured"; or
 - (b) One or more outboard engines or motors with:
 - (i) 25 total horsepower or less;
 - (ii) More than 25 horsepower if the outboard engine or motor is not owned by an "insured"; or
 - (iii) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
 - (iv) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
 - (a) You declare them at policy inception; or
 - (b) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (iii) and (iv) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer;

7. Caused directly or indirectly by war, including the following and any consequence of any of the following:
 - a. Undeclared war, civil war, insurrection, rebellion or revolution;
 - b. Warlike act by a military force or military personnel; or
 - c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

8. Which arises out of the transmission of a communicable disease by an "insured";
9. Arising out of sexual molestation, corporal punishment or physical or mental abuse;
10. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician;
11. Arising out of the ownership, maintenance or use of a trampoline;
12. Arising out of "aircraft liability";
13. Arising out of "hovercraft liability";
14. a. Arising from the actual, alleged, or threatened:
 - (1) Ingestion, absorption, exposure or presence of lead or asbestos in any form;
 - (2) Discharge, dispersal, seepage, migration, release, escape or transportation of "pollutants" at any time from any premises, site or location;
- b. Any loss, cost, or expense arising out of any:
 - (1) Request, demand, or order 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" including lead or asbestos in any form;

- (2) Claim or "suit" by or on behalf of a governmental authority for damages or any other remedy 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" including lead or asbestos in any form.

Exclusions 4., 5., 6., 12. and 13. do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

Coverage under PART II - PERSONAL LIABILITY does not apply to:

1. Liability under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - a. That directly relate to the ownership, maintenance or use of the "residence premises"; or
 - b. Where the liability of others is assumed by the "insured" prior to an "occurrence"; unless excluded elsewhere in this endorsement;
 2. "Property damage" to property owned by the "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from the "residence premises";
 3. "Property damage" to property rented to, occupied or used by or in the care of the "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
 4. "Bodily injury" to any person eligible to receive any benefits:
 - a. Voluntarily provided; or
 - b. Required to be provided; by the "insured" under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
 5. "Bodily injury" or "property damage" for which an "insured" under this endorsement:
 - a. Is also an insured under a nuclear energy liability policy; or
 - b. Would be an insured under that policy but for the exhaustion of its limit of liability.
- A nuclear energy liability policy is one issued by:
- a. American Nuclear Insurers;

- b. Mutual Atomic Energy Liability Underwriters;
 - c. Nuclear Insurance Association of Canada;
- or any of their successors; or

6. "Bodily injury" to you or an "insured" as defined in part **a.** or **b.** of "insured" in the Definitions section of this endorsement. This exclusion also applies to any claim made or "suit" brought against you or any "insured":

- a. To repay; or
- b. Share damages with;
another person who may be obligated to pay damages because of "bodily injury" to an "insured".

Coverage under PART II - MEDICAL PAYMENTS TO OTHERS does not apply to "bodily injury":

1. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
2. From any:
 - a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

 - d. Any consequence of any of these; or
3. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "residence premises".

PART II - ADDITIONAL COVERAGES:

We cover the following in addition to the limits of liability:

1. **Claim Expenses.** We pay:
 - a. Expenses we incur and costs taxed against an "insured" in any "suit" we defend;
 - b. Premiums on bonds required in a "suit" we defend, but not for bond amounts more than the "occurrence" limit shown in the Declarations. We need not apply for or furnish any bond;
 - c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or "suit";
 - d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the

judgment which does not exceed the limit of liability that applies;

- e. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this endorsement. We will not pay for first aid to any "insured".

3. **Damage To Property Of Others.** We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

We will not pay for "property damage":

- a. To the extent of any amount recoverable under the personal property coverage part of this endorsement;
- b. Caused intentionally by an "insured" who is 13 years of age or older;
- c. To property owned by an "insured";
- d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
- e. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "residence premises"; or
 - (3) The ownership, maintenance, occupancy, operation, loading, unloading or use of aircraft, hovercraft, watercraft or "motor vehicles" or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured".

PART II - CONDITIONS:

1. **Limit Of Liability.** Our total liability under **PART - II PERSONAL LIABILITY COVERAGE** for all damages resulting from any one "occurrence" will not be more than the limit of liability as shown in the Liability and Medical Limit in the Businessowners Liability Coverage Part Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under **PART II - MEDICAL PAYMENTS TO OTHERS** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability as shown as the Medical Expense Limit in the Businessowners Liability Coverage Part Declarations.

Neither the coverage under **PART II - PERSONAL LIABILITY** nor the coverage under **PART II - MEDICAL PAYMENTS TO OTHERS** of this endorsement will increase the limits of this policy as shown in the Businessowners Liability Coverage Part Declarations.

However, our total liability under **PART II - PERSONAL LIABILITY** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria will not be more than the sublimit, which is \$10,000. This is the most we will pay regardless of the:

- a. Number of locations insured under the policy to which this endorsement is attached;
- b. Number of persons injured;
- c. Number of persons whose property is damaged;
- d. Number of "insureds"; or
- e. Number of "occurrences" or claims made.

This sublimit is within, but does not increase the limit of liability under **PART II - PERSONAL LIABILITY**. It applies 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.

2. **Severability of Insurance.** This insurance applies separately to each "insured". This condition will not increase the limit of liability for any one "occurrence".

This condition does not apply and will not increase the limit of liability with respect to damages arising out of "fungi", wet or dry rot, or bacteria coverage subject to the Aggregate Sublimit Of Liability for "Fungi", Wet or Dry Rot, Or Bacteria described in this endorsement under **PART II - CONDITIONS, 1. Limit Of Liability.**

3. **Duties After "Occurrence".** In case of an accident or "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

- a. Give written notice to us or our agent as soon as is practical, which sets forth:

- (1) The identity of the policy and "insured";
- (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
- (3) Names and addresses of any claimants and witnesses;

- b. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
- c. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";
- d. At our request, help us:
 - (1) To make settlement;
 - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - (3) With the conduct of "suits" and attend hearings and trials; and
 - (4) To secure and give evidence and obtain the attendance of witnesses;
- e. Under the coverage - Damage to Property of Others - submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
- f. No "insured" shall, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

4. **Duties of an Injured Person - Coverage B. Medical Payments To Others.** The injured person or someone acting for the injured person will:

- a. Give us written proof of claim, under oath if required, as soon as is practical; and
- b. Authorize us to obtain copies of medical reports and records.

The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

5. **Payment of Claim - Coverage B. Medical Payments To Others.** Payment under this coverage is not an admission of liability by an "insured" or us.

6. **Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the policy provisions.

No one will have the right to join us as a party to any action against an "insured". Also, no action, with respect to Coverage **A.**, can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

7. **Bankruptcy of an "Insured".** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.
8. **Other Insurance - Coverage A. Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this endorsement.

PART I AND II CONDITIONS:

1. **Policy Period.** This endorsement applies only to loss in Part I or "bodily injury" or "property damage" in Part II, which occurs during the policy period as shown in the Businessowners Declarations.
2. **Concealment or Fraud.** We do not provide coverage for an "insured" who, whether before or after a loss, has:
- a. Intentionally concealed or misrepresented any material fact or circumstance; or
 - b. Made false statements or engaged in fraudulent conduct;
- relating to this insurance.
3. **Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply under Part II to Medical Payments to Others or Damage to Property of Others.

4. **Death.** If any person named or designated in this endorsement or such person's spouse, if a resident of the same household, dies:
- a. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;
 - b. "Insured" includes:
 - (1) Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and
 - (2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
5. **Other Policy Conditions And Provisions.** No other policy conditions or provisions, except **Section III - Common Policy Conditions**, apply to this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ACTS LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE OF LIMITS OF INSURANCE

Each Occurrence	\$
Annual Aggregate	\$
Additional Premium:	\$

All other provisions of the **Businessowners Coverage Form** apply to this endorsement unless modified herein. Coverages provided herein apply only to this endorsement and only as they relate to sexual acts. This coverage applies only if a premium charge is shown in the above Schedule, and only if you are a church or other religious organization.

Section II - Liability is amended as follows:

1. COVERAGE

Paragraph **A. Coverages, Item 1.a. Business Liability** is amended to include the following Additional Coverage:

ADDITIONAL COVERAGE

Sexual Acts Liability Coverage

- a. We will pay those sums that a "covered person" becomes legally obligated to pay as damages due to "bodily injury", "personal injury", or "emotional injury" to which this insurance applies.

The event or events causing such injury must constitute a "sexual act" arising out of the operation of your organization and must take place in the "coverage territory" during the policy period.

This additional coverage does not apply to any liability for acts of "sexual harassment" or to liability resulting from the improper reporting of "sexual acts" to any law enforcement authority, government agency, or other entity.

No other obligation or liability to pay sums or perform acts or services is covered. This additional coverage does not apply to any "bodily injury", "personal injury" or "emotional injury" that:

- (1) Is sustained by you, your "employees" or your job applicant;
 - (2) Arises directly or indirectly from any "discriminatory act"; or
 - (3) Arises out of the failure to supervise or monitor any convicted sexual offender who is on your premises or involved in your organizational activities.
- b. We will have the right and duty to defend the "covered person" against any "suit" seeking those damages. We may, at our discretion, investigate any "occurrence" or any other offense and settle any claim or "suit" that may result or tender and/or interplead our remaining Limit Of Insurance to a court with jurisdiction, as we consider appropriate. But:
- (1) The amount we will pay for damages is limited as described in Paragraph **4. Limits Of Insurance**; and
 - (2) Our right and duty to defend end when we have used up the applicable Limit Of Insurance, as set forth in the Schedule of this endorsement, whether through payment of defense costs, judgments or settlements or through our tender or interpleading our remaining Limit Of Insurance to a court with jurisdiction.

2. EXCLUSIONS

In addition to the exclusions listed in Paragraph **B. Exclusions** under **Section II - Liability**, the following exclusions also apply to the coverages provided by this endorsement:

- a. We will not pay for damages or loss of any kind:
 - (1) On behalf of any person who participates in, directs, or knowingly allows the "occurrence" of any "sexual act";
 - (2) Arising directly or indirectly out of any "counseling act" rendered by a pastor, minister, professional counselor, trained lay counselor or leader;
 - (3) Arising directly or indirectly out of or in connection with any "sexual act" carried out by an "alleged perpetrator" who is or has been employed or appointed to a position by you, if you or "your leaders" (past and present) had actual knowledge that the "alleged perpetrator" had:
 - (a) Pleaded guilty or no contest to;
 - (b) Been criminally convicted of;
 - (c) Had a verdict rendered against him/her in civil court in relation to;
 - (d) Been dismissed from any position or been disciplined in any way in regards to;
 - (e) Admitted to anyone that he/she had ever participated in; or
 - (f) Been implicated by clear and convincing physical evidence (such as photographic evidence, computer logs, DNA evidence, etc.) that he/she participated in;any previous "sexual act";
- (4) Arising directly or indirectly out of or in connection with the transmission of any communicable or sexually transmitted disease, even if such disease is transmitted through a "sexual act";
- (5) Arising directly or indirectly out of or in connection with any "sexual act" if the injury is included under any workers compensation, occupational disease, or other like law;
- (6) Arising directly or indirectly out of or in connection with event(s) constituting an error in the reporting of a "sexual act" to federal, state or local law enforcement or governmental agencies or other entities. An error in reporting a "sexual act" includes the failure by any "covered person" to report a "sexual act" whether

or not that person was under a statutory obligation to do so.

- b. We do not cover "your leader", "employee", "appointed person", or "volunteer" who willfully conceals material information from you or "your leaders" regarding any "sexual act" occurring in connection with or arising out of the operation of your organization.
- c. We will not pay for any fines, forfeitures, non-compensatory penalties or for any exemplary or punitive damages awarded in any legal proceeding.
- d. We will not pay for damages or loss of any kind arising directly or indirectly out of, or in connection with, the supervision or monitoring of any convicted sexual offender who has been knowingly employed by you or knowingly appointed to any position by you.

3. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

- a. Paragraph **E. Liability And Medical Expenses General Conditions 2.a.** is replaced by the following:

2.a. You and "your leaders" agree to notify us within (30) days of the date of an "occurrence" or the date that you or any "covered person" becomes aware that a "sexual act" or other incident occurred that indicates a claim may arise under this endorsement.

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. Item **2.c.** of Paragraph **E.** is amended to add the following:
 - (5) Convey to us, upon our request, law enforcement reports and other documents relating to the loss; and
 - (6) Submit to an examination under oath and as often as we may require.

All other provisions of Paragraph **E. Liability And Medical Expenses General Conditions** continue to apply.

4. LIMITS OF INSURANCE

For the purposes of the coverage provided by this endorsement, Paragraph **D. Liability And Medical Expenses Limits Of Insurance** are replaced by the following:

Liability Limits Of Insurance

These limits are inclusive of and not in addition to the Limits Of Insurance available under the policy:

- a. The Limits Of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (1) "Covered persons";
 - (2) Claims made or "suits" brought; or
 - (3) Person or organizations making claims or bringing "suits";
 - (4) "Sexual acts" or other acts, errors, omissions, decisions, events or breaches of duty causing or contributing to the injury, damage or loss; or
 - (5) Whole or partial policy periods over which any acts, errors, omissions, incidents or breaches of duty contributing to injury, damage or loss should occur.

These rules apply regardless of the extent or duration of the activity contributing to the injury as well as the extent or duration of the injury, loss or related loss.

- b. The most we will pay for any "bodily injury", "emotional injury" or "personal injury" arising out of any one "occurrence" including defense costs is the Each Occurrence limit set forth in the Schedule of this endorsement.
- c. Aggregate Limits

The most we will pay for the sum of all defense costs, injury and damages arising from all "sexual acts" during the policy period is the Annual Aggregate limit as set forth in the Schedule of this endorsement, regardless of the number of claims, "suits", or "occurrences" or the number of "covered persons".
- d. The Limits Of Insurance of this policy 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.
- e. All "sexual acts" by any one person or two or more persons acting together, or any breach of duty causing or contributing to such acts,

will be considered one "occurrence" in determining our liability.

If a "sexual act" to which this endorsement applies consists of behavior or "occurrences" which take place on more than one date during any policy period or policy periods, such behavior and any associated loss will constitute a single "sexual act" and the date of such act will be the earlier of:

- (1) The date on which the last alleged "sexual act" out of which the claim or "suit" arises occurs; or
- (2) The last date this coverage was provided to you for such acts.

Policy forms, endorsements and limits in effect on such date will govern coverage with respect to all claims and "suits" arising directly or indirectly out of the "sexual act".

5. DEFINITIONS

With respect to the coverage provided under this endorsement, the following definitions are added to Paragraph **F. Liability And Medical Expenses Definitions** under **Section II - Liability**. All words and phrases in Paragraph **F.** apply to this endorsement unless modified herein.

- a. "Alleged perpetrator(s)" means a "covered person" accused of committing a "sexual act".
- b. "Appointed person(s)" means a person (other than "your leader" or "employee") who has been appointed to an unpaid position within your organization, but only while acting on your behalf and within the scope of the authority delegated to them by you, "your leaders" or your "employees". A person who is appointed to undertake work at a single program or event lasting 24 hours or less will be considered a "volunteer" rather than an "appointed person".
- c. "Counseling act" means the rendering of advice to another person, but only if such advice is provided for the purpose of benefiting the person's mental, emotional or spiritual condition. "Counseling act" does not include the rendering of legal, medical, financial or similar advice that is outside of the scope of psychological or spiritual counseling, and does not include the rendering of advice to, or in the presence of, a general audience. Counseling which occurs over time will be considered a single counseling act, even if it take place during more than one policy period.

d. "Covered person(s)" means:

- a.** You;
- b.** "Your leaders", your "employees", "appointed persons" and "volunteers", but only while acting on your behalf for your benefit, and within the scope of authority given by you.

e. "Discriminatory Act" means:

- (1)** Any act that would be considered discrimination under any applicable federal, state or local statute, ordinance or law;
- (2)** Any conduct characterized or interpreted as violating any federal, state or local statute, ordinance or law enacted for the purpose of protecting individuals from discriminatory conduct;
- (3)** Any disparate treatment or disparate impact sustained by any person because of that person's race, religion, gender, sexual orientation, age, nationality, physical impairment or disability; or
- (4)** Any conduct characterized or interpreted as being discriminatory in nature.

Any of the above acts or conduct will be considered a single "discriminatory act" if undertaken by the same perpetrator(s), entity or employer, even if such acts are directed against more than one person, occur over time, or take place during more than one policy period.

"Discriminatory act" does not include conduct characterized or interpreted as sexual intimidation or sexual harassment, or as intimidation or harassment based on a person's gender.

- f.** "Emotional injury" means mental injury, suffering or distress sustained by a person. Emotional injury does not include injury of any kind resulting from "bodily injury", "property damage", or "personal injury".
- g.** "Personal injury" for the purposes of this endorsement includes injury that arises out of a "sexual act".
- h.** "Sexual act(s)" means any:
 - (1)** Act relating to sexual offenses considered a criminal act under any applicable federal, state or local statute, ordinance or law;
 - (2)** Actual or attempted touching or any other act undertaken for the purpose of obtaining sexual arousal or gratification;
 - (3)** Conduct characterized as sexual intimidation or harassment or based on a person's gender;

(4) "Sexual misconduct" as defined in this endorsement.

Any of the above will constitute a single "sexual act" if carried out by the same perpetrator(s) even if they are directed at more than one person or takes place over time, or during more than one policy period.

- i.** "Sexual harassment" means only those "sexual acts" which involve conduct that is characterized as sexual intimidation or harassment or based on a person's gender. Any such conduct is considered a single incident of "sexual harassment" if carried out by the same perpetrator(s) even if directed against more than one person, takes place over time, or during more than one policy period.

j. "Sexual misconduct" means any act:

- (1)** Directed against a person under the age of 18 that would be considered a criminal act under any applicable federal, state or local ordinance;
- (2)** Directed against a person under the age of 18 that may be reasonably assumed to have been carried out for the purpose of sexual arousal or gratification;
- (3)** Directed against a person under the age of 18 that would be considered under any statute, ordinance or law relating to or that otherwise serves to corrupt a minor;
- (4)** Conduct involving a person under 18 that involves exhibitionism, voyeurism, sensual touching or any similar act that may reasonably be anticipated to cause harm to that person;
- (5)** Conduct involving a person under the age of 18 involving the creation, distribution or display of pornography, sexually explicit communication or any other similar act that may reasonably be anticipated to cause harm to that person.

None of these includes any act of intimacy between persons married to one another.

- k.** "Volunteer(s)" means a person (other than "your leader", "appointed person" or "employee") who is undertaking work for the benefit of your organization, but only while acting on your behalf and within the scope of authority delegated to them by you, "your leader", your "employee" or your "appointed person".
- l.** "Your leader" means a person while serving as a member of your governing board, or your administrator, director, officer or trustee, but only if acting on your behalf and within the scope of their delegated authority as such.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COUNSELING PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE OF POSITIONS COVERED

Named Position	Number Of Persons Filling Position
Pastoral Counselor	
Trained Lay Counselor	
Additional Premium	\$

All other provisions of the **Businessowners Coverage Form** apply to this endorsement, unless modified herein.

Section II - Liability is amended as follows:

1. COVERAGE EXTENSION

Paragraph **A. Coverages**, Item **1.a. Business Liability**, is extended to apply to those sums that an insured becomes legally obligated to pay as damages because of acts, errors or omissions in the professional counseling activities of the insured. This coverage applies only if a premium charge is shown in the above schedule, and only if you are a church or other religious organization.

2. ADDITIONAL COVERAGE

Counseling Acts Liability Coverage (Pastors and Trained Lay Counselors).

We will pay all sums a "covered person" becomes legally obligated to pay as damages due to "bodily injury", "emotional injury" or "personal injury" to which this coverage applies. The events causing such injury must:

- a. Constitute or arise directly from a "counseling act" undertaken by your "pastoral counselor" or "trained lay counselor";
- b. Be undertaken on your behalf; and
- c. Be an "occurrence" that takes place during the policy period in the "coverage territory".

This coverage does not apply to any injury arising from a "discriminatory act".

3. EXCLUSIONS

In addition to the exclusions listed in Paragraph **B. Exclusions** under **Section II - Liability**, the following exclusions also apply to the coverages provided by this endorsement.

- a. We will not pay for damages or loss of any kind sustained during the time counseling takes place to any "covered person", lay person, job applicant or person employed or hired by you.
- b. We will not pay for damages or loss of any kind on behalf of any "pastoral counselor" or "trained lay counselor" unless such individual is authorized by you to engage in counseling activities.
- c. We will not pay for damages or loss of any kind arising directly or indirectly out of or in connection with:
 - (1) The rendering or failure to render:
 - (a) Medical advice or treatment (including radiological, surgical, dental, nursing treatments, or shock therapy);

- (b) Legal advice;
- (c) Financial advice other than "incidental financial counseling activities";

(d) Any other advice which is outside the scope of psychological or spiritual counseling; and

(e) The prescription, utilization, furnishing or dispensing of any drugs, medical supplies or appliances;

(2) Any acts, errors or omissions of the insured as a member of a formal accreditation or similar professional board or committee of any hospital or professional society;

(3) An insured's acceptance and/or undertaking of custodial care or responsibility for a patient pursuant to request, instruction, authorization or direction of any governmental agency, authority, board or officer having such authority or responsibility;

(4) Any actual or alleged sexual contact, assault or battery;

(5) Any acts that violate any penal statute or ordinance, or any common law crime;

(6) Any dishonest, deceptive or fraudulent act or omission;

(7) Any injury caused by an insured while under the influence of any intoxicants or narcotics;

(8) Any vicarious liability arising or allegedly arising out of the counseling activities of any person not an insured under this endorsement;

(9) Any "school counseling activity";

(10) The commitment or assistance or participation in the commitment of any person to any mental health facility.

We do not pay for any fines, forfeitures, non-compensatory damages, penalties, or for any exemplary or punitive damages awarded in any legal proceedings.

None of the Additional Coverages of this endorsement provide coverage for any "financial injury".

4. WHO IS AN INSURED

Paragraph C. Who is An Insured is replaced by the following:

Each of the following is an insured under this endorsement:

- a. You; and
- b. "Your leaders", your "employees", "appointed

persons" and "volunteers", but only while acting on your behalf for your benefit, and within the scope of authority given by you.

5. LIMITS OF INSURANCE

For the purposes of the coverage provided by this endorsement, **Paragraph D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

Liability Limits Of Insurance

These limits are inclusive of and not in addition to the limits of insurance available under the policy:

a. The Limits Of Insurance shown in the Declarations as applicable to **Section II - Liability** and the rules below fix the most we will pay regardless of the number of:

(1) Insureds or "covered persons";

(2) Claims made or "suits" brought;

(3) Persons or organizations making claims or bringing "suits";

(4) "Counseling acts" or other acts, errors, omissions, decisions, events or breaches of duty causing or contributing to the injury, damage or loss; or

(5) Whole or partial policy periods over which any acts, errors, omissions, incidents or breaches of duty contributing to injury, damage or loss should occur.

These rules apply regardless of the extent or duration of the activity contributing to the injury as well as the extent or duration of the injury, loss or related loss.

b. The most we will pay for the sum of all damages because of all "bodily injury", "emotional injury" and "personal injury" arising out of any one "occurrence" is the Liability And Medical Expenses limit shown in the Declarations.

c. Aggregate Limits

The most we will pay for all injury or damage arising from all "counseling acts" during the policy period is twice the Liability And Medical Expenses limit.

d. The Limits Of Insurance of this policy 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.

- e. If an "occurrence" to which any Liability Coverage of this policy applies consists of counseling activities occurring on more than one date during any policy period or periods, those activities, along with any related loss, will constitute a single "occurrence".

The date of the "occurrence" will be considered to be the earlier of:

- (1) The date on which the last alleged counseling activity out of which the claim arises occurs; or
- (2) The last date this coverage was provided to you for such acts.

- f. Any coverage provided by this policy to any "covered person" under this endorsement is excess over all other professional counseling or other liability insurance or coverage plan, even if such other insurance is stated to be secondary, excess or contingent or if such other coverage is available and not used.

6. DEFINITIONS

The following definitions are added to Paragraph **F. Liability And Medical Expenses Definitions**. All words and phrases in Paragraph **F.** apply to this endorsement unless modified here.

The following definitions apply **ONLY** to the Additional Coverages of this endorsement.

For the purposes of this endorsement "personal injury" includes "personal injury" that arises out of a "counseling act".

- a. "Appointed person(s)" means a person (other than "your leader" or "employee") who has been appointed to an unpaid position within your organization, but only while acting on your behalf and within the scope of the authority delegated to them by you, "your leaders" or your "employees". A person who is appointed to undertake work at a single program or event lasting 24 hours or less will be considered a "volunteer" rather than an "appointed person".
- b. "Covered person" means:
 - (1) You;
 - (2) "Your leaders", "pastoral counselors" and "trained lay counselors" while acting on your behalf, for your benefit and within the scope of authority given by you.
- c. "Counseling act" means the rendering of advice to another person, but only if such advice is provided for the purpose of benefiting the person's mental, emotional or spiritual condition. "Counseling act" does not

include the rendering of advice to, or in the presence of, a general audience. Counseling which occurs over time will be considered a single counseling act, even if it take place during more than one policy period.

- d. "Discriminatory Act" means:

- (1) Any act that would be considered discrimination under any applicable federal, state or local statute, ordinance or law;
- (2) Any conduct characterized or interpreted as violating any federal, state or local statute, ordinance or law enacted for the purpose of protecting individuals from discriminatory conduct;
- (3) Any disparate treatment or disparate impact sustained by any person because of that person's race, religion, gender, sexual orientation, age, nationality, physical impairment or disability; or
- (4) Any conduct characterized or interpreted as being discriminatory in nature.

Any of the above acts or conduct will be considered a single "discriminatory act" if undertaken by the same perpetrator(s), entity or employer, even if such acts are directed against more than one person, occur over time, or take place during more than one policy period.

"Discriminatory act" does not include conduct characterized or interpreted as sexual intimidation or sexual harassment, or as intimidation or harassment based on a person's gender.

- e. "Emotional Injury" means the mental injury, suffering or distress sustained by a person. Emotional injury does not include injury of any kind resulting from "bodily injury", "property damage", "personal injury" or "financial injury".
- f. "Financial Injury" means such related damage from "incidental financial counseling activities".
- g. "Incidental financial counseling activities" means providing general counseling regarding personal or general financial matters given from a spiritual or religious perspective. Incidental financial counseling does not include endorsement or recommendation of:
 - (1) Any specific investment tool (including but not limited to, bonds, mutual funds, real estate, stocks or other investment options); or

- (2) Any specific investment advisor, agent, broker or dealer.
- h. "Pastoral counselor" means your "employee" holding the position of pastor or minister and generally authorized by you to engage in "counseling acts" within your organization.
 - i. "School counseling activity" means the rendering of advice to any student or students enrolled in any educational facility.
 - j. "Trained lay counselor" means "your leader", or employee (other than a pastoral counselor) who has been trained to counsel others and is specifically authorized as such to engage in "counseling acts" on your behalf.
 - k. "Volunteer(s)" means a person (other than "your leader", "appointed person" or "employee") who is undertaking work for the benefit of your organization, but only while acting on your behalf and within the scope of authority delegated to them by you, "your leader", your "employee" or your "appointed person".
 - l. "Your leader" means a person while serving as a member of your governing board, or your administrator, director, officer or trustee, but only if acting on your behalf and within the scope of their delegated authority as such.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELF-STORAGE FACILITIES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form is amended as follows:

A. The following is added to Paragraph A.5.f. Additional Coverages Business Income of Section I - Property:

(5) Accrued Rental Charges

We will pay for the loss of accrued rental or lease charges for storage spaces rendered unrentable because of a covered loss.

B. If the Employee Dishonesty Optional Coverage is shown as applicable in the Declarations, the following is added to Paragraph 3. Employee Dishonesty of Paragraph G. Optional Coverages of Section I - Property and is subject to the provisions of that paragraph:

We will also pay for direct loss of or damage to "money", "securities" and "other property" sustained by your "customers" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner).

The property covered under this coverage is limited to property:

- (1) That your "customer" owns or leases; or
- (2) That your "customer" holds for others.

Coverage applies only while the property is in your self-storage facility at the premises described in the Declarations.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your "customers". Any claim for loss that is covered under this coverage must be presented by you.

C. Customers' Goods Legal Liability

1. The following are added to Paragraph A. Coverages of Section II - Liability:

- a. We will pay for those sums that the insured becomes legally obligated to pay as

damages because of "property damage" to which this Customers' Goods Legal Liability Coverage applies to a "customer's" property (or the property of others for which such "customer" is liable) only while the property is at the insured's self-storage facilities. 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 "property damage" to which this Customers' Goods Legal Liability Coverage 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 Paragraph 5.;
- (2) We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit Of Insurance; and
- (3) 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 the Customers' Goods Legal Liability Coverage.

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

b. This Customers' Goods Legal Liability Coverage applies to "property damage" only if:

- (1) The "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "property damage" occurs during the policy period.

2. Paragraph B. Exclusions of Section II - Liability is amended as follows:

a. The following exclusions are added:

This Customers' Goods Legal Liability Coverage does not apply to:

- (1)** Liability arising out of your "sale and disposal operations".
- (2)** "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 that the insured would have in the absence of the contract or agreement.
- (3)** Liability arising out of intentional "property damage" or dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property.
- (4)** Any loss covered under **Section I - Property**.

b. The following is added to Paragraph **B.1.f.(1) of Section II - Liability**:

- (f)** Which were brought to the location by any of the "customers" of your self-storage operations.

c. Exclusion **B.1.k.(4) of Section II - Liability** does not apply to this Customers' Goods Legal Liability Coverage.

3. The Supplementary Payments provision applicable to the Bodily Injury And Property Damage Liability and Personal And Advertising Injury Liability coverages also applies to this Customers' Goods Legal Liability Coverage.

4. The **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition under Paragraph **E. Liability And Medical Expenses General Conditions of Section II - Liability** applies to this Customers' Goods Legal Liability Coverage.

5. The following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance of Section II - Liability**:

The most we will pay for the sum of all damages because of "property damage" to "customers'" goods in any one "occurrence" under the Customers' Goods Legal Liability Coverage is the limit shown in the Declarations for this coverage. This limit applies separately to each premises described in the Declarations.

D. Lock-out Or Sale, Removal And Disposal Liability Coverage

1. The following are added to Paragraph **A. Coverages of Section II - Liability**:

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of acts or omissions arising out of a "lock-out" or the sale, removal or disposal of "customers'" property in the course of "sale and disposal operations". 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 acts or omissions to which this Lock-out Or Sale, Removal And Disposal Liability Coverage does not apply. We may, at our discretion, investigate the circumstances of any act or omission and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Paragraph **4.**; 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 this Lock-out Or Sale, Removal And Disposal Liability Coverage.

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

- b.** This Lock-out Or Sale, Removal And Disposal Liability Coverage applies only to an act or omission which takes place in the "coverage territory" and during the policy period.

2. Paragraph **B. Exclusions of Section II - Liability** is amended as follows:

The following exclusions are added:

This Lock-out Or Sale, Removal And Disposal Liability Coverage does not apply to:

- a.** Liability for damages which the insured is obligated to pay by reason of the assumption of 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.
- b.** Liability arising out of dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property.

3. The Supplementary Payments provision applicable to the Bodily Injury And Property Damage Liability and Personal And Advertising Injury Liability coverages also applies to this Lock-out Or Sale, Removal And Disposal Liability Coverage.

4. The following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance of Section II - Liability:**

The most we will pay for the sum of all damages because of all acts or omissions arising out of all "lock-outs" and all sale, removal or disposal of "customers'" property in the course of "sale and disposal operations" under the Lock-out Or Sale, Removal And Disposal Liability Coverage is the limit shown in the Declarations for this coverage. This limit applies 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. This limit applies separately to each premises described in the Declarations.

E. The following condition replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under Paragraph **E. Liability And Medical Expenses General Conditions of Section II - Liability** for the Lock-out Or Sale, Removal And Disposal Liability Coverage:

Duties In The Event Of Claim Or Suit As A Result Of A Lock-out Or Sale, Removal Or Disposal Of Customers' Property

1. You must see to it that we are notified as soon as possible of a "lock-out" or sale, removal or disposal of "customers'" property which may result in a claim. To the extent possible, notice should include how, when and where the "lock-out" or sale, removal or disposal of "customers'" property took place.
2. If a claim is made or "suit" is brought against any insured as a result of a "lock-out" or sale, removal or disposal of "customers'" property, you must:
 - a. Immediately record the specifics of the claim or "suit" and the date received; and

b. 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.

3. You and any other involved insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
- d. 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 an action to which this insurance may apply.

4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. For coverage provided under this endorsement, the following definitions are added to **Section I - Property** and **Section II - Liability:**

1. "Customer" means any person or organization which is renting, leasing or otherwise is occupying space with your permission at your self-storage facility.
2. "Lock-out" means denying a "customer" access to the "customer's" property or the occupancy of the space the "customer" is renting, leasing or otherwise occupying.
3. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property specifically excluded under this policy.
4. "Sale and disposal operations" means all activities you conduct to reclaim rented storage space when "customers'" accounts are delinquent or unpaid.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WELFARE AND PENSION PLAN COVERAGE (ERISA)
(This is Not Fiduciary Liability Insurance)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Employee Benefit Plan(s)

FEIN

Under **Section I - Property**, the following provisions apply to Paragraph **G. Optional Coverages**, Item **3. Employee Dishonesty**, but only with respect to the Employee Benefit Plan(s) described in the Schedule above:

- A.** "Employee" also includes any natural person who is:
1. A trustee, an officer, employee, administrator or a manager of any Employee Welfare or Pension Benefit Plan (hereafter called Plan) insured under this insurance; and
 2. Your director or trustee while that person is handling funds or other property of any Plan insured under this insurance.
- B.** If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit Of Insurance for the Employee Dishonesty Coverage that is sufficient to provide an amount of insurance for each Plan that is at least equal to that required if each Plan were separately insured.
- However, we shall provide no more than the Limit Of Insurance shown in the Declarations as applicable to Employee Dishonest Coverage for all Plans insured.
- C.** Any payment we make to you for loss sustained by any Plan will be held by you for the use and benefit of the Plan(s) sustaining the loss.
- D.** If two or more Plans are insured under this insurance, any payment we make for loss:
1. Sustained by two or more Plans; or
 2. Of commingled funds or other property of two or more Plans that arises out of one occurrence, is to be shared by each Plan sustaining loss in the proportion that the amount of insurance required for each such Plan under ERISA provisions bears to the total of those amounts.
- E.** Paragraph **D. Deductibles** under **Section I - Property** does not apply to loss sustained by any Plan subject to ERISA provisions which is insured under this insurance.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than above stated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

**Premises
Number**

**Building
Number**

**Protective Safeguards
Symbols Applicable**

Describe any "BRP-9":

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

A. The following is added to the Property General Conditions in Section I - Property:

Protective Safeguards

1. As a condition of this insurance, you are required to maintain the protective devices and/or services listed in the Schedule of this endorsement.

2. The protective safeguards to which this endorsement applies are identified by the following symbols:

a. "P-1" Automatic Sprinkler System, including related supervisory services.

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.

- b. **"P-2" Automatic Fire Alarm**, protecting the entire building, that is:

- (1) Connected to a central station; or
- (2) Reporting to a public or private fire alarm station.

- c. **"BR-1" Automatic Central Station Burglary Alarm**, protecting the entire building, that signals to:

- (1) An outside central station; or
- (2) A police station.

- d. **"BR-2" Automatic Local Burglary Alarm**, protecting the entire building, that has a loud sounding gong or siren on the outside of the building.

- e. **"BRP-3" Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

- f. **"P-4" Service Contract** with a privately owned fire department providing fire protection service to the described premises.

- g. **"P-5" Automatic Commercial Cooking Exhaust And Extinguishing System**, installed on cooking appliances and having the following components:

- (1) Hood;
- (2) Grease removal device;
- (3) Duct system; and
- (4) Wet chemical fire extinguishing equipment.

- h. **"BRP-9"** The protective system and/or service described in the Schedule of this endorsement.

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

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

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule of this endorsement and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard listed in the Schedule of this endorsement, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE ENDORSEMENT.

**EMPLOYMENT PRACTICES LIABILITY
INSURANCE COVERAGE ENDORSEMENT**

Throughout this Coverage Endorsement (hereinafter referred to as "EPL Coverage"), the words "you" and "your" refer to the "named insured(s)" shown in the Supplemental Declarations of this EPL Coverage and any other person(s) or organization(s) qualifying as a "named insured" under this EPL Coverage. 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 III. WHO IS AN INSURED.

Other words and phrases that appear in "quotations" have special meaning. Refer to SECTION VII. DEFINITIONS.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions **BP 00 03** and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this EPL Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

SECTION I. WHAT IS COVERED

A. Insuring Agreement

1. We shall pay those "losses" arising out of an insured's "wrongful employment act" (other than a "third party violation") against your "employees", "recognized volunteers" and applicants for employment to which this insurance applies.
2. We shall also pay those "losses" arising out of an insured's "third party violation".
3. For coverage to apply under this EPL Coverage, the "wrongful employment act" must commence or take place after the "original inception date", but before the end of the "EPL coverage period". A "claim" or "suit" for a "wrongful employment act" must be first made against you during the "EPL coverage period" or Extended Reporting Periods (if applicable) and reported to us pursuant to the terms of this EPL Coverage.
4. A "claim" or "suit" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 - a. When written notice of such "claim" or "suit" is received and recorded by any insured or by us, whichever comes first; or

- b. When we make any settlement in accordance with the terms of this EPL Coverage.

B. Defense

1. We have the right and duty to defend and appoint an attorney to defend any "claim" or "suit" brought against any insured for a "wrongful employment act" to which this insurance applies, even if the "claim" or "suit" is groundless or fraudulent.

At the time a "claim" or "suit" is first reported to us, you may request that we appoint a defense attorney of your choice. We will give full consideration to any such request.

2. We have the right to investigate and settle any "claim" or "suit" that we believe is proper. You shall be entitled to consent to such settlement, provided your consent is not unreasonably withheld and is provided as soon as practicable.

If you refuse to consent to any settlement that we recommend and that is acceptable to the claimant, then our liability under this EPL Coverage for such "claim" or "suit" shall not exceed the amount for which we could have settled had your consent not been withheld at the time of our recommendation. You shall thereafter negotiate and defend that "claim" or "suit" at your own cost and without our involvement.

3. We shall pay all reasonable costs we ask the insured to incur while helping us investigate or defend a "claim" or "suit". We, however, will not pay more than \$250 per day for earnings lost by the insured because of time taken off from work.
4. We shall pay premiums for appeal bonds, or bonds to release property being used to secure a legal obligation, for a covered "suit". We shall only pay, however, for bonds valued up to our EPL Aggregate Limit of Liability. We shall have no obligation to appeal or to obtain these bonds.
5. Payments for "defense costs" are included within the EPL Aggregate Limit of Liability. They are not in addition to the EPL Aggregate Limit of Liability. Our duty to defend or to make payment of any "claim" or "suit" pursuant to Paragraphs 1. through 4. of this Clause B., ends after the EPL Aggregate Limit of Liability has been exhausted by payment of "loss", including "defense costs".
6. We shall pay all interest on that amount of any judgment within the EPL Aggregate Limit of Liability:
 - a. Which accrues after entry of judgment; and
 - b. Before we pay, offer to pay, or deposit in court that part of the judgment within the EPL Aggregate Limit of Liability.

These interest payments shall be in addition to and not part of the EPL Aggregate Limit of Liability.

C. Transfer of Control

1. You may take over control of any outstanding "claim" or "suit" previously reported to us, but only if we, in our sole discretion, decide that you should, or if a court orders you to do so.
2. Notwithstanding Paragraph 1. of this Clause C., in all events, if the EPL Aggregate Limit of Liability is exhausted, we will notify you of all outstanding "claims" or "suits" and you will take over control of the defense. We will help transfer control of the "claims" and "suits" to you.
3. We shall take whatever steps are necessary to continue the defense of any outstanding "claim" or "suit" and avoid a default judgment during the transfer of control to you. If we do so, we shall not waive or give up any of our rights. You shall pay all reasonable expenses we incur for taking such steps after the EPL Aggregate Limit of Liability is exhausted.

SECTION II. EXCLUSIONS - WHAT IS NOT COVERED

This insurance does not apply to:

A. Criminal Acts

Any liability arising out of any dishonest, fraudulent, criminal, or malicious act by or at the direction of any insured. However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage we will defend a "claim" or "suit" asserting a dishonest, fraudulent, criminal or malicious act until such time as the insured is determined to have committed such dishonest, fraudulent, criminal or malicious act;

The "wrongful employment act(s)" of an insured shall not be imputed to any other insured for the purpose of determining the applicability of this Exclusion A.;

B. "Property Damage"

Any liability arising out of "property damage";

C. "Bodily Injury"

Any liability arising out of "bodily injury";

D. Worker's Compensation, Social Security and Unemployment, Disability and Retirement Benefits

Any liability arising out of any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law. This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation";

E. Contractual Liability

Any liability arising out of any actual or alleged contractual liability of any insured under any express contract or agreement. This exclusion, however, shall not apply to any liability the insured would have in the absence of such express contract or agreement;

F. ERISA, FLSA, NLRA, WARN, COBRA, and OSHA

Any liability for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, state, local or foreign statutory law or common law.

It is acknowledged that “claims” and “suits” for violation(s) of any of the responsibilities, obligations or duties imposed by “similar federal, state, local or foreign statutory law or common law,” as such quoted language is used in the immediately-preceding paragraph, include, without limitation, any and all “claims” and “suits” which in whole or in part allege, arise out of, are based upon, are attributable to, or are in any way related to any of the circumstances described in any of the following:

1. The refusal, failure or inability of any insured(s) to pay wages or overtime pay (or amounts representing such wages or overtime pay) for services rendered or time spent in connection with work related activities (as opposed to tort-based back pay or front pay damages for torts other than conversion);
2. Improper deductions from pay taken by any insured(s) from any “employee(s)” or purported employee(s); or
3. Failure to provide or enforce legally required meal or rest break periods;

Notwithstanding the foregoing, this Exclusion F. shall not apply to the extent that a “claim” or “suit” is for “retaliation”;

G. Prior Knowledge

Any liability arising out of incidents, circumstances or “wrongful employment acts”, which an insured:

1. Had knowledge of; or
2. Could have reasonably foreseen might result in a “claim” or “suit”;

and which were known to the insured prior to the effective date of this EPL Coverage or the first EPL Coverage issued by us of which this EPL Coverage is an uninterrupted renewal;

H. Prior Notice

Any liability arising out of the facts alleged, or to the same or “related wrongful employment acts” alleged or contained in any “claim” or “suit” which has been reported, or in any circumstances of which notice has been given, under any policy of which this EPL Coverage is a renewal or replacement or which it may succeed in time;

I. Prior Litigation

Any liability arising out of any prior:

1. Litigation; or
2. Administrative or regulatory proceeding or investigation;

of which an insured had notice, or alleging the same or “related wrongful employment acts” alleged or contained in such pending or prior litigation or administrative or regulatory proceeding or investigation which the insured had knowledge of prior to the effective date of this EPL Coverage or the first EPL Coverage issued by us of which this EPL Coverage is an uninterrupted renewal.

SECTION III. WHO IS AN INSURED

A. Individual

If you are shown in the Supplemental Declarations of this EPL Coverage as an individual, you and your spouse or “Domestic Partner” are insureds, only for the conduct of a business of which you are the sole owner.

B. Corporation

If you are shown in the Supplemental Declarations of this EPL Coverage as a corporation or organization other than a partnership, joint venture, or limited liability company, you and your “subsidiaries” are insureds.

C. Partnership or Joint Venture

If you are shown in the Supplemental Declarations of this EPL Coverage as a partnership or joint venture, you are an insured. Your members, partners or co-venturers and their spouses or “Domestic Partners” are also insureds, but only for the conduct of your business.

D. Limited Liability Company

If you are shown in the Supplemental Declarations of this EPL Coverage as 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.

E. Trusts

If you are shown in the Supplemental Declarations of this EPL Coverage as a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

F. “Employees”

Your “employees”, executive officers and directors are insureds, only for the conduct of your business within the scope of their employment or their duties as executive officers or directors.

G. Extensions

1. Subject otherwise to the terms hereof, this EPL Coverage shall cover "loss" arising from any "claims" or "suits" made against the estates, heirs, or legal representative of deceased individual insureds, and the legal representatives of individual insureds, in the event of incompetency, who were individual insureds at the time the "wrongful employment acts", upon which such "claims" or "suits" are based, were committed.
2. Subject otherwise to the terms hereof, this EPL Coverage shall cover "loss" arising from all "claims" and "suits" made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) or "Domestic Partner" of an individual insured, including a "claim" or "suit" that seeks damages recoverable from marital community property, property jointly held by the individual insured and the spouse or "Domestic Partner", or property transferred from the individual insured to the spouse or "Domestic Partner"; provided, however, that this extension shall not afford coverage for a "claim" or "suit" arising out of any "wrongful employment act" of the spouse or "Domestic Partner", but shall apply only to "claims" or "suits" arising out of any "wrongful employment acts" of an individual insured, subject to this EPL Coverage's terms, conditions and exclusions.

SECTION IV. LIMIT OF LIABILITY (including "defense costs")

- A.** The EPL Aggregate Limit of Liability shown in the Supplemental Declarations of this EPL Coverage and the information contained in this section limits the most we shall pay for all "loss" (other than post-judgment interest described in Section I., Clause B., Paragraph 6.) arising out of "claims" and "suits" first made against insureds during the "EPL coverage period" or Extended Reporting Periods (if applicable), regardless of:
1. The number of persons or organizations covered by this EPL Coverage; or
 2. The number of "claims" made or "suits" brought; or
 3. The length of the "EPL coverage period".
- B.** The EPL Aggregate Limit of Liability is the most we shall pay for all "losses" (other than post-judgment interest described in Section I., Clause B., Paragraph 6.), including amounts incurred for "defense costs".

- C.** The EPL Aggregate Limit of Liability for the Extended Reporting Periods (if applicable) shall be part of, and not in addition to the EPL Aggregate Limit of Liability for the "EPL coverage period".
- D.** All "claims" and "suits" arising from the same or "related wrongful employment acts" shall be treated as arising out of a single "wrongful employment act".
- E.** All "claims" or "suits" arising out of one "wrongful employment act" shall be deemed to be made on the date that the first such "claim" is made or "suit" is brought. All "claims" asserted in a "class action suit" will be treated as arising out of a single "wrongful employment act".
- F.** Any "claim" or "suit" which is made subsequent to the "EPL coverage period" or Extended Reporting Periods (if applicable) which, pursuant to Section VI., Clause D., Paragraphs 3. and 4. is considered made during the "EPL coverage period" or Extended Reporting Periods (if applicable) shall also be subject to the one EPL Aggregate Limit of Liability stated in the Supplemental Declarations of this EPL Coverage.

SECTION V. DEDUCTIBLE

You shall be responsible for the deductible amount shown in the Supplemental Declarations of this EPL Coverage with respect to each "claim" and "suit" and you may not insure against it. A single deductible amount shall apply to "loss" arising from all "claims" and "suits" alleging the same "wrongful employment act" or "related wrongful employment acts". Expenses we incur in investigating, defending and settling "claims" and "suits" are included in the deductible. The deductible is not included within the EPL Aggregate Limit of Liability.

At our option, we may pay any part or all of the EPL Deductible Amount to effect settlement of any "claim" or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible that has been paid by us.

SECTION VI. CONDITIONS

We have no duty to provide coverage under this EPL Coverage, unless there has been full compliance with all the Conditions contained in this EPL Coverage.

A. Assignment

The interest of any insured is not assignable. You cannot assign or transfer your interest in this EPL Coverage without our written consent attached to the EPL Coverage.

B. Bankruptcy or Insolvency

Your bankruptcy, insolvency or inability to pay, will not relieve us from the payment of any "claim" or "suit" covered by this EPL Coverage.

Under no circumstances will your bankruptcy, insolvency, or inability to pay require us to drop down, in any way replace, or assume any of your obligations with respect to the Deductible provisions of this EPL Coverage.

C. Coverage Territory

We cover "wrongful employment acts" anywhere in the world, but only if the "claim" is made and the "suit" is brought for such "wrongful employment act" in the United States of America, its territories and possessions, Puerto Rico, or Canada.

D. Duties in the Event of an Incident, "Claim" or "Suit"

1. If, during the "EPL coverage period", incidents or events occur which you reasonably believe may give rise to a "claim" or "suit" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with EEOC, DOL or OFCCP (or similar federal, state or local agency); or upon an oral "claim", allegation or threat, you shall give written notice to us as soon as practicable and either:
 - a. Anytime during the "EPL coverage period"; or
 - b. Anytime during the Extended Reporting Periods (if applicable).
2. If a "claim" is made or a "suit" is brought against any insured, you must:
 - a. Immediately record the specifics of the "claim" or "suit" and the date received; and
 - b. Provide us with written notice, as described in Paragraph 3. of this Clause D., as soon as practicable.
3. Such written notice of "claim" or "suit" shall contain:
 - a. The identity of the person(s) alleging a "wrongful employment act";
 - b. The identity of the insured(s) who allegedly were involved in the incidents or events;
 - c. The date the alleged incidents or events took place; and
 - d. The written notice or a memorandum of the oral "claim", allegation or threat referred to above.

If written notice is given to us during the "EPL coverage period" or Extended Reporting Periods (if applicable), pursuant to the above

requirements, then any "claim" or "suit" which is subsequently made against any insureds and reported to us alleging, arising out of, based upon or attributable to such circumstances or alleging any "related wrongful employment act" to such circumstances, shall be considered made at the time such notice of such circumstances was first given.

4. If you submit written notice of a "claim" or "suit", pursuant to this Clause D., then any "claim" or "suit" that may subsequently be made against an insured and reported to us alleging the same or a "related wrongful employment act" to the "claim" or "suit" for which such notice has been given shall be deemed, for the purpose of this insurance, to have been first made during the "EPL coverage period" or Extended Reporting Period (if applicable) in effect at the time such written notice was first submitted to us.
5. You and any other insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any "claim" or "suit";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the "claim" or "suit";
 - d. 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;
 - e. Not take any action, nor fail to take any required action, that prejudices the rights of the insureds or us with respect to such "claim" or "suit".
6. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

E. Transfer of Rights of Recovery Against Others to Us

You may be able to recover all or part of a "loss" from someone other than us. You, therefore, shall do all that is possible after a "loss" to preserve any such right of recovery. If we make a payment under this EPL Coverage, that right of recovery shall belong to us. You shall do whatever is necessary, including signing documents, to help us obtain that recovery.

F. Extended Reporting Periods

1. You shall have the right to the Extended Reporting Periods described in Paragraph 2. of this Clause F., in the event that:
 - a. You or we shall cancel this EPL Coverage;
 - b. You or we shall refuse to renew this EPL Coverage; or
 - c. We renew this EPL Coverage on an other than a claims-made basis or with an Original Date later than the Inception Date shown on the Supplemental Declarations of this EPL Coverage;
2. If an event as specified in Paragraph 1. of this Clause F. has occurred, you shall have the right to the following:
 - a. An Automatic Extended Reporting Period of thirty (30) days after the effective date of cancellation or nonrenewal at no additional premium in which to give to us written notice of "claims" first made or "suits" first brought against the insureds during said Automatic Extended Reporting Period for any "wrongful employment acts" occurring before the end of the "EPL coverage period" and are otherwise covered by this EPL Coverage; and
 - b. Upon payment of an additional premium of 100% of the full annual premium applicable to this EPL Coverage, a Supplemental Extended Reporting Period of one (1) year immediately following the effective date of cancellation or nonrenewal in which to give to us written notice of "claims" first made or "suits" first brought against the insureds during said Supplemental Extended Reporting Period for any "wrongful employment acts" occurring before the end of the "EPL coverage period" and are otherwise covered by this EPL Coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within thirty (30) days of the effective date of cancellation or nonrenewal. The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

G. Change in Control of "Named Insured"

In the event of a "Transaction" then this EPL Coverage shall continue in full force and effect as to "wrongful employment acts" occurring prior to the effective time of the "Transaction", but there shall be no coverage afforded by any provision of this EPL Coverage for any actual or alleged "wrongful employment acts" occurring after the effective time of the "Transaction". This EPL Coverage may not be cancelled after the effective time of the "Transaction" and the entire premium for this EPL Coverage shall be deemed earned as of such time. "You" shall also have the right to the Extended Reporting Periods described in Clause F. of this Section VI.

You shall give us written notice of the "Transaction" as soon as practicable, but not later than thirty (30) days after the effective date of the "Transaction".

H. Legal Action Against Us

No person or organization has the right to join us as a party or otherwise bring us into a "suit" asking for damages from an insured.

I. Other Insurance

Unless expressly written to be excess over other applicable insurance, it is intended that the insurance provided by this EPL Coverage shall be primary.

J. EPL Coverage Changes

This EPL Coverage contains all the agreements between you and us concerning this insurance. The first "named insured" in the Supplemental Declarations of this EPL Coverage is authorized to request changes in this EPL Coverage. This EPL Coverage can only be changed by a written endorsement we issue and make part of this EPL Coverage.

K. Representations

Any and all relevant provisions of this EPL Coverage may be voidable by us in any case of fraud, intentional concealment, or misrepresentation of material fact by any insured.

L. Special Rights and Duties of the First "Named Insured"

You agree that when there is more than one person and/or entity covered under this EPL Coverage, the first "named insured" in the

Supplemental Declarations of this EPL Coverage shall act on behalf of all insureds as to:

1. Giving of notice of a “claim” or “suit”;
2. Giving and receiving notice of cancellation or nonrenewal;
3. Payment of premiums and receipt of return premiums;
4. Acceptance of any endorsements issued to form a part of this EPL Coverage; or
5. Purchasing or deciding not to purchase the Supplemental Extended Reporting Period.

M. Separation of Insureds

Except with respect to the EPL Aggregate Limit of Liability and any rights or duties specifically assigned to the first “named insured” in Clause L. of this Section VI, this insurance applies:

1. As if each “named insured” were the only “named insured”; and
2. Separately to each insured against whom a “claim” or “suit” is made.

N. Tie-In of Limits

As respects any “claim” or “suit” in which at least one person/entity claimed against is an insured under this EPL Coverage and at least one person/entity claimed against is an insured under any other EPL Coverage issued to you by us (the “Other Policy”), the combined EPL Aggregate Limit of Liability under both this EPL Coverage and the Other Policy for all “losses” arising from such “claims” or “suits” combined shall not exceed the highest applicable limit of insurance under either this EPL Coverage or the Other Policy. This limitation shall apply even if both this EPL Coverage and the Other Policy have been triggered due to a “claim” or “suit” made against the same person/entity but alleging “wrongful employment acts” both in his, her or its capacity as an insured under the “Other Policy” and as an insured under this EPL Coverage.

O. Headings

The descriptions in the headings of this EPL Coverage are solely for convenience, and form no part of the terms and conditions of coverage.

SECTION VII. DEFINITIONS

- A. “Bodily injury” means physical injury, sickness, or disease, including death resulting therefrom.
- B. “Claim” means a written demand for monetary and non-monetary relief (including any request to toll or waive any statute of limitations). The term “claim” shall also mean an Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL) or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state or local agency) proceeding or investigation

commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to you. However, in no event, shall the term “claim” include any labor or grievance proceeding, which is subject to a collective bargaining agreement.

- C. “Class action suit” means any suit seeking certification or certified as a class action by a federal or state court.
- D. “Defense costs” means reasonable and necessary fees, costs and expenses consented to by us resulting solely from the investigation, adjustment, defense and appeal of a “claim” or “suit” against you. In no event shall “defense costs” include your or our routine on-going expenses, including, without limitation, the salaries of your or our “employees”, officers or staff attorneys.
- E. “Domestic partner” means any natural person legally recognized as a domestic or civil union partner under:
 1. The provisions of any applicable federal, state or local law; or
 2. The provisions of any formal program established by you.
- F. “Employee” means an individual whose labor or service is engaged by and directed by you for remuneration, whether such individual is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal, and temporary “employees”.

An individual who is an independent contractor or leased to you shall also be an “employee”. Independent contractors who do not provide ongoing and routine services solely for you shall not be considered “employees”, including but not limited to independent trade contractors (e.g. plumber, electrician).

- G. “EPL coverage period” means the period commencing on the effective date shown in the Supplemental Declarations of this EPL Coverage. This period ends on the earlier of the expiration date or the effective date of cancellation of this EPL Coverage. If you became an insured under this EPL Coverage after the effective date, the “EPL coverage period” begins on the date you became an insured.
- H. “Loss(es)” means monetary amounts to which this insurance applies and which you are legally obligated to pay (including front pay and back pay), judgments, settlements, pre- and post-judgment interest on that part of any judgment paid by us, statutory attorney fees, and “defense costs”; however, “loss” shall not include:
 1. Civil or criminal fines or penalties imposed by law;
 2. Taxes;

3. Employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation;
4. Any liability or costs incurred by any insured to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar; or
5. Matters which may be deemed uninsurable under the law pursuant to which this EPL Coverage shall be construed.

Where permitted by law, "loss" shall include punitive or exemplary damages imposed upon any insured (subject to the policy's other terms, conditions and exclusions).

- I. "Named insured" means the person or organization designated in the Supplemental Declarations page of this EPL Coverage.
- J. "Original inception date" means the date designated in the Supplemental Declarations page of this EPL Coverage.
- K. "Property damage" means physical injury to, or destruction of, tangible property including the loss of use thereof, or loss of use of tangible property, which has not been physically injured or destroyed.
- L. "Recognized volunteer" means an uncompensated individual who volunteers labor or services to you, but only when performing such labor or services at the request of and under the direction of you.
- M. "Related wrongful employment act(s)" means "wrongful employment acts" which are the same, related or continuous, or "wrongful employment acts" which arise from a common nucleus of facts. "Claims" or "suits" can allege "related wrongful employment acts", regardless of whether such "claims" or "suits" involve the same or different claimants, insureds or legal causes of actions.
- N. "Retaliation" means a "wrongful employment act" of an insured alleged to be in response to, the actual or attempted exercise by an "employee" of any right that such "employee" has under the law. Provided, however, "retaliation" shall not include the "wrongful employment act" of an insured alleged to be in response to the threat of or the actual filing of any claim or suit under the Federal False Claims Act or any other federal, state, local or foreign "whistleblower law".

O. "Subsidiary" means:

1. Any for-profit organization which, on or before the inception of the "EPL coverage period", is more than fifty (50%) percent owned by the "named insured", either directly or indirectly through one or more of its "subsidiaries"; or
2. A for-profit organization which becomes a "subsidiary" during the "EPL coverage period", but only upon the condition that within ninety (90) days of its becoming a "subsidiary", the "named insured" shall have provided us with full particulars of the new "subsidiary" and agreed to any additional premium or amendment of the provisions of this EPL Coverage required by us relating to such new "subsidiary". Further, coverage as shall be afforded to the new "subsidiary" is conditioned upon the "named insured" paying when due any additional premium required by us relating to such new "subsidiary".

An organization becomes a "subsidiary" when the "named insured" owns more than fifty (50%) percent ownership interest in such "subsidiary", either directly, or indirectly through one or more of its "subsidiaries". An organization ceases to be a "subsidiary" when the "named insured" ceases to own more than a fifty (50%) percent ownership in such "subsidiary", either directly, or indirectly through one or more of its "subsidiaries".

In all events, coverage as is afforded under this EPL Coverage with respect to a "claim" made or "suit" brought against any "subsidiary" or an insured of any "subsidiary", shall only apply to "wrongful employment act(s)" commenced or allegedly commenced after the effective time that such "subsidiary" became a "subsidiary", and prior to the time that such "subsidiary" ceased to be a "subsidiary".

- P. "Suit" means a civil proceeding or an administrative proceeding seeking money damages, and includes an arbitration, mediation or any other alternative dispute resolution procedure seeking such damages, to which the insured must submit or may submit with our consent. "Suit" shall not include any civil proceeding or administrative proceeding arising from any labor or grievance dispute which is subject to a collective bargaining agreement.
- Q. "Third party violation" means any actual or alleged discrimination or sexual harassment against your customers, vendors or clients. "Third party violation" shall also include any of the following as it relates to such discrimination or sexual harassment:
 1. Violation of an individual's civil rights;
 2. Libel;

3. Slander;
 4. Humiliation;
 5. Mental anguish;
 6. Infliction of emotional distress;
 7. Defamation; or
 8. Invasion of privacy;
- R.** "Transaction" means any of the following that occur during the "EPL coverage period":
1. The "named insured" shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
 2. Any person or entity or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than fifty (50%) percent of the voting power for the election of directors or General Partners of the "named insured" (in the event the "named insured" is a Partnership), or acquires the voting rights of such an amount of such securities; or
 3. A General Partner of the "named insured" (in the event the "named insured" is a partnership) withdraws, resigns or is terminated;
- S.** "Whistleblower law" means a statute, rule or regulation, which protects an employee against discrimination from his or her employer, if the employee discloses or threatens to disclose to a superior or any governmental agency; or who gives testimony relating to, any action with respect to the employer's operations, which may be a violation of public policy as reflected in legislation, administrative rules, regulations or decisions, judicial decisions, and professional codes of ethics.
- T.** "Wrongful employment act(s)" means any actual or alleged:
1. Wrongful dismissal, discharge or termination (either actual or constructive), including breach of an implied contract;
 2. Harassment or coercion (including sexual harassment, whether quid pro quo, hostile work environment or otherwise);
 3. Discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
 4. "Retaliation" (including lockouts);
 5. Employment-related misrepresentation(s) to your "employee" or applicant for employment with you;
 6. Employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
 7. Wrongful failure to employ or promote;
 8. Wrongful deprivation of career opportunity, wrongful demotion or negligent "employee" evaluation, including the giving of negative or defamatory statements in connection with an "employee" reference;
 9. Wrongful discipline;
 10. Failure to provide or enforce adequate or consistent corporate policies and procedures relating to any "wrongful employment act";
 11. Negligent supervision or hiring by an insured, relating to any of the above;
 12. Violation of an individual's civil rights relating to any of the above; or
 13. "Third party violations", but only with respect to "claims" or "suits" made by your customers, vendors, or clients.

COMMERCIAL EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE ENDORSEMENT SUPPLEMENTAL DECLARATIONS

Policy Number:
Account Number:
Named Insured:

Agent #:

NOTICE

- **THIS IS A CLAIMS-MADE AND REPORTED COVERAGE ENDORSEMENT. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS EPL COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE EPL COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS EPL COVERAGE RESTRICT COVERAGE. PLEASE READ THE ENTIRE EPL COVERAGE ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**
- **THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS EPL COVERAGE SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.**

EPL Coverage Period:	FROM: TO:	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy.
EPL Aggregate Limit of Liability		Annual aggregate for all "loss" combined, including "defense costs".
EPL Deductible Amount:		For "loss" arising from "claims" or "suits" alleging the same "wrongful employment act" or "related wrongful employment acts".
EPL Original Inception Date:		(Enter "original inception date.") If no date is shown, we will consider the "original inception date" to be the same as the beginning of this coverage endorsement.

This insurance does not apply to "loss" arising out of a "wrongful employment act" that arises out of incidents or circumstances of which you had knowledge prior to the "original inception date" shown.

EPL COVERAGE PREMIUM:	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE

SCHEDULE

Supplemental Extended Reporting Period Additional Premium:

Supplemental Extended Reporting Period Effective Date:

at 12:01 A.M. Standard Time

Pursuant to your rights set forth in **SECTION VI. CONDITIONS**, Clause **F.**, Paragraph **2.b.** of the Employment Practices Liability Insurance Coverage Endorsement, the following provision applies as of the Supplemental Extended Reporting Period Effective Date shown in the above Schedule:

1. The Named Insured shall have a period of one (1) year following the Supplemental Extended Reporting Period Effective Date (shown in the above Schedule) in which to give written notice to us of "claims" first made or "suits" first brought against the insureds during said one (1) year period for any "wrongful employment acts" occurring on or prior to the Supplemental Extended Reporting Period Effective Date and otherwise covered by this EPL Coverage.
2. Notwithstanding any other provision of this EPL Coverage, the Supplemental Extended Reporting Period shall not provide coverage for any "wrongful employment acts" occurring after the Supplemental Extended Reporting Period Effective Date.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

CONTRACTORS ERRORS AND OMISSIONS COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number:

Agent #:

Account Number:

Named Insured:

NOTICE

- THIS IS A CLAIMS-MADE AND REPORTED COVERAGE ENDORSEMENT. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS CONTRACTORS ERRORS AND OMISSIONS COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE CONTRACTORS ERRORS AND OMISSIONS COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS CONTRACTORS ERRORS AND OMISSIONS COVERAGE RESTRICT COVERAGE. PLEASE READ THE ENTIRE CONTRACTORS ERRORS AND OMISSIONS COVERAGE ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.
- THE LIMIT OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS CONTRACTORS ERRORS AND OMISSIONS COVERAGE SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

Item 1. Contractor Services:

Item 2. Contractors Errors and Omissions Coverage Limit of Insurance (including "defense costs"):

Per Claim Limit of Insurance: \$

Aggregate Limit of Insurance: \$

Item 3. Contractors Errors and Omissions Coverage Deductible:

\$

For "loss" arising from "claims" or "suits" alleging the same "wrongful act" or "interrelated wrongful acts".

Item 4. Contractors Errors and Omissions Coverage Period:

Effective Date:

Expiration Date:

Item 5. Contractors Errors and Omissions Coverage Retroactive Date:

We will consider the Contractors Errors and Omissions Retroactive Date to be the Effective Date of the first endorsement written by "us" and thereafter renewed on a continuous basis.

Item 6. Contractors Errors and Omissions Coverage Premium:

\$

For the Contractors Errors and Omissions Coverage Period

This insurance does not apply to "loss" arising out of a "wrongful act" that arises out of incidents or circumstances of which you had knowledge prior to the effective date of this Contractors Errors and Omissions Coverage or the first Contractors Errors and Omissions Coverage Form issued by us of which this is an uninterrupted renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUTDOOR FENCES COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Description Of Premises	Limit Of Insurance	Additional Premium

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

Section I - Property is amended as follows:

A. With respect to the coverage provided under this endorsement, Paragraph 2. Property Not Covered, Item e. is replaced by the following: e. Radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants which are part of a vegetated roof), all except as provided in the: (1) Outdoor Property Coverage Extension; or (2) Outdoor Signs Optional Coverage;	B. The Limit Of Insurance shown in the Schedule of this endorsement is the most that we will pay for the coverage provided under this endorsement for Outdoor Fences. This limit is in addition to the Limits Of Insurance of Section I - Property. C. The coverage provided by this endorsement is subject to the provisions of Section I - Property, including Paragraph D. Deductibles.

- a. Contamination by a refrigerant, only while the refrigerating apparatus or equipment is at the described premises shown in the Schedule, and the contamination is not caused by mechanical breakdown or mechanical failure of any type.
- b. Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Paragraph A.6. Coverage Extensions in Section I - Property does not apply.

E. Paragraph B. Exclusions in Section I - Property is replaced by the following:

B. Exclusions

- 1. Of the exclusions contained in Paragraph B.1. in **Section I - Property**, only the following apply to Spoilage Coverage:

- b. Earth Movement;
- c. Governmental Action;
- d. Nuclear Hazard;
- f. War And Military Action; and
- g. Water.

- 2. The following exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- c. The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (1) Lack of fuel; or
 - (2) Governmental order.
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Paragraph D. Deductibles in Section I - Property is replaced by the following:

D. Deductibles

We will not pay for loss or damage in any one

occurrence until the amount of loss or damage exceeds the Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this endorsement.

G. Conditions

- 1. Under **Property Loss Conditions** in **Section I - Property**, Item d. of Condition 5. **Loss Payment** is replaced by the following:

- d. We will determine the value of Covered Property as follows:

- (1) For "perishable stock" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;
- (2) For other "perishable stock", at actual cash value.

- 2. The following condition applies in addition to the **Property Loss Conditions** (as modified in 1. above) and **Property General Conditions** in **Section I - Property** and **Section III - Common Policy Conditions**:

Additional Condition - Refrigeration Maintenance Agreements

If Contamination is designated as a Covered Cause of Loss and a refrigeration maintenance agreement is shown as applicable in the Schedule, the following condition applies:

You must maintain a refrigeration maintenance or service agreement as described below. If you voluntarily terminate this agreement and do not notify us within 10 days, the insurance provided by this endorsement under the Contamination Covered Cause of Loss will be automatically suspended at the premises involved.

However, coverage provided by this endorsement is restored upon:

- a. Reinstatement of the applicable refrigeration maintenance or service agreement; or
- b. Procurement of a replacement refrigeration maintenance or service agreement.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the insured premises, and the servicing and repair of the equipment, including emergency response at the insured premises.

H. Paragraph **G. Optional Coverages** in **Section I - Property** does not apply.

I. The following is added to Paragraph **H. Property Definitions** in **Section I - Property**:

"Perishable stock" means property:

- a.** Maintained under controlled temperature or humidity conditions for preservation; and
- b.** Susceptible to loss or damage if the controlled temperature or humidity conditions change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS PLATINUM PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I - Property is amended as follows:

1. The following is added to Paragraph A.5. Additional Coverages:

a. Water Back-Up And Sump Overflow

(1) We will pay for direct physical loss or damage to Covered Property, caused by or resulting from:

(a) Water or waterborne material which backs up through or overflows or is otherwise discharged from a sewer or drain; or

(b) Water or waterborne material which overflows or is otherwise discharged from a sump, sump pump or other related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph (b.), we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

(2) The coverage described in Paragraph (1) of this endorsement does not apply to loss or damage resulting from:

(a) An insured's failure to keep a sump pump or its related equipment in proper working condition; or

(b) An insured's failure to perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions; or

(c) Sump pump failure which is caused by or results from failure of power, unless this policy is endorsed to cover power failure affecting the described premises.

(3) The most we will pay for the coverage provided under this endorsement for all direct physical loss or damage to Covered Property is the Water Back-Up and Sump Pump Overflow Annual Aggregate Limit of Insurance. That limit is \$10,000 per location, unless a different Water Back-Up And Sump Pump Overflow Annual Aggregate is indicated in the Declarations.

The applicable Water Back-Up and Sump Pump Overflow Annual Aggregate Limit Of Insurance is the most we will pay under this endorsement for the total of all direct physical loss or damage sustained in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property. If loss payment for the first such occurrence does not exhaust the applicable Limit Of Insurance, then the balance of that limit 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.

(4) The following provisions apply to Section I - Property and supersede any provisions to the contrary:

The most we will pay under:

(a) Paragraph A.5.f. Business Income Additional Coverage for all loss of Business Income you sustain due to the necessary suspension of your "operations" caused by direct physical loss or damage to Covered Property as described in Paragraph 1 of this endorsement; and

- (b) Paragraph **A.5.g** Extra Expense Additional Coverage for all necessary Extra Expense you incur and that you would not have incurred if there had been no direct physical loss or damage to Covered Property as described in Paragraph **(1)** of this endorsement;

is the Water Back-Up and Sump Pump Overflow Business Income Annual Aggregate Limit Of Insurance. That is \$10,000 per location, unless a different Water Back-Up And Sump Overflow Business Income Annual Aggregate is shown in the Declarations.

The applicable Water Back-Up and Sump Pump Overflow Business Income Annual Aggregate Limit Of Insurance is the most we will pay under this endorsement for the total of all loss of Business Income you sustain and Extra Expense you incur in any one policy year, regardless of the number of occurrences that cause or result in loss or damage to Covered Property as described in Paragraph **(1)** of this endorsement. If loss payment during an earlier "period of restoration" in the policy year does not exhaust the applicable Limit Of Insurance, then the balance of that limit is available for loss of Business Income you sustain or Extra Expense you incur during a subsequent "period of restoration" beginning in, but not after, that policy year. With respect to a "period of restoration" which begins in one policy year and continues in a subsequent policy year(s), all loss of Business Income you sustain or Extra Expense you incur is deemed to be sustained or incurred in the policy year in which the "period of restoration" began.

- (5) With respect to this coverage provided under this endorsement, Exclusion **B.1.g. Water** in **Section I - Property** is replaced by the following exclusion:

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether driven by wind (including storm surge);

- (2) Mudslide or mudflow;
- (3) Water under the ground surface pressing on, or flowing or seeping through:
- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings; or
- (4) Waterborne material carried or otherwise moved by any of the water referred to in **g.(1)** or **g.(3)** or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in **g.(1)** through **(4)**, is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is a situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

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

- (6) For the purposes of this coverage, the term drain includes a roof drain and related fixtures.

b. Reward Payment

- (1) We will reimburse you for rewards paid as follows:

- (a) Up to \$10,000 to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss of or damage to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:
- (i) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or

- (ii) The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Property Loss Condition.
 - (b) Up to \$10,000 to an eligible person for the return of stolen Covered Property when the loss is caused by theft. However, we will pay no more than the lesser of the following amounts:
 - (i) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
 - (ii) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Property Loss Condition.
 - (2) This additional Coverage applies subject to the following conditions:
 - (a) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:
 - (i) You or any family member;
 - (ii) Your employee (including a temporary or leased employee) or any of his or her family members;
 - (iii) An employee of a law enforcement agency;
 - (iv) An employee of a business engaged in property protection;
 - (v) Any person involved in the crime.
 - (b) No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.
 - (c) The lesser of the amount of the reward or \$10,000 is the most we will reimburse for loss under this Additional Coverage in any one occurrence.
- This Additional Coverage is not subject to the Limits Of Insurance.
- c. **Preservation of Property**

Under Item **b.(2)**, we will extend up to 60 days.
 - d. **Fire Department Service Charge**

Under Item **c.**, you may extend the limit for Fire Department Service Charge up to \$10,000 for service at each premises described in the Declarations, unless a different limit is shown in the Declarations.
 - e. **Business Income - No Waiting Period**
 - (1) With respect to the coverage provided in Additional Coverage **5.f. Business Income**, the definition of "Period of Restoration" under Paragraph **H. Property Definitions**, Item **9.a.(1)(a)** is replaced by the following:
 - (1) Begins:
 - (a) Immediately after the time of direct physical loss or damage for Business Income Coverage; or
 - (2) Under Item **i. Civil Authority**, the second paragraph is deleted and replaced by the following:

The coverage for Business Income will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.
 - (3) Under Item **m. Business Income From Dependent Properties**, Paragraph **(6)(a)** is deleted and replaced by the following:
 - (a) Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property or secondary dependent property; and
 - f. **Extended Business Income**

Item **f.(2)(a)(ii)ii.** is extended to provided coverage for 90 consecutive days after the date determined in Paragraph **(2)(a)(i)** of this Additional Coverage, unless a greater number of consecutive days is shown in the Declarations.

g. Money Orders And "Counterfeit Money"

Under Item **j.** the most we will pay for any loss under this Additional Coverage is \$10,000.

h. Forgery or Alteration

Under Item **k.(4)**, the most we will pay for any loss, including legal expenses, under this Additional Coverage will be \$10,000, unless a higher Limit Of Insurance is shown in the Declarations.

i. Increased Cost Of Construction

Under Item **l.(6)**, the most we will pay under this Additional Coverage for each described or damaged building will be \$25,000.

All other provisions of this Additional Coverage apply.

j. Business Income From Dependent Properties

Under Item **m.(1)**, the most we will pay under this Additional Coverage will be \$10,000 unless a higher Limit Of Insurance is shown in the Declarations.

k. Fire Extinguisher Systems Recharge Expense

Under item **o.3.** the most we will pay under this Additional Coverage is \$10,000 in any one occurrence.

l. Identity Theft Expense

(1) We will pay up to \$5,000, unless a different limit is shown in the Declarations, for "expenses" incurred by an "identity theft insured" as the direct result of any one "identity theft" first discovered during the policy period for which this coverage is applicable.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "identity theft insured", is considered to be one "identity theft", even if a series of acts continues into a subsequent policy period.

This Additional Coverage is not subject to the Limits Of Insurance of **Section I - Property**.

(2) Under Paragraph **B. Exclusions** the following additional Exclusions apply to the coverage provided:

We do not cover any loss or "expenses" arising from any of the following:

1. Theft of a professional or business identity;
2. "Identity theft" incurred due to any fraudulent, dishonest or criminal act by an "identity theft insured", or any person aiding or abetting an "identity theft insured", or their authorized representative, whether acting alone or in collusion with others;
3. Loss other than "identity theft".

(3) With respect to this coverage, paragraph **D. Deductibles** is replaced by the following:

We will not pay for any "expenses" or loss incurred until the amount of "expenses" or loss exceeds the Deductible shown in the Declarations. We will then pay the amount of covered "expenses" or loss in excess of the Deductible up to the applicable Limit Of Insurance shown in the Schedule of this endorsement.

Any one "identity theft insured" shall be responsible for only one deductible under this coverage during any one policy period.

(4) With respect to this coverage, the following is added to Paragraph **E. Property Loss Conditions**:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity theft" coverage.

(5) With respect to this coverage the following definitions are added to Paragraph **H. Property Definitions**:

1. "Identity theft":
 - a. Means the act of knowingly transferring or using, without lawful authority, a means of identification of an "identity theft insured" with the intent to commit or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
 - b. Does not include any unauthorized use or theft of a valid credit card, electronic funds transfer card or bank account. However, "identity theft" shall include any fraudulent or illegal alteration of

account profile information, including the name and address to which account statements are sent.

2. "Expenses" means:

- a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
- b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
- c. Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$1,000.
- d. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- e. Reasonable attorney fees incurred as a result of "identity theft" to:
 - (1) Defend lawsuits brought against an "identity theft insured" by merchants, financial institutions or their collection agencies;
 - (2) Remove any criminal or civil judgments wrongly entered against an "insured"; and
 - (3) Challenge the accuracy or completeness of any information in a consumer credit report.
- f. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity theft".

- g. Mailing expenses due to notification requirements to customers as a result of database compromise or information security breach.

3. "Identity theft insured" means:

- a. The owners, officers, managers and/or employees of the named insured.
- b. The spouse, and/or relative under 23 years of age, who lives with anyone listed in **3.a.** above.

An "identity theft insured" must always be an individual person. The entity insured under this policy, except an individual, is not an "identity theft insured".

2. Paragraph **A.6. Coverage Extensions** is amended as follows:

a. Newly Acquired Or Constructed Property

- (1) Under Item **a.**, the following are amended:

(a) Under Paragraph **a.(1) Buildings**, the most we will pay for loss or damage under this Extension will be \$500,000 at each building;

(b) Under Paragraph **a.(2) Business Personal Property**, the most we will pay for loss or damage under this Extension will be \$250,000 at each building;

(c) Under Paragraph **a.(3) Period Of Coverage**, Item **(b)** is replaced by the following:

(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

- (2) You may extend the Business Income and Extra Expense Coverages provided by this policy to Newly Acquired Locations. The most we will pay for loss under this Extension is \$10,000.

b. Personal Property Off-premises

Under Item **b.** we will extend the limit for Business Personal Property Off-premises or in transit, (such as Business Personal Property at fairs, tradeshow, or exhibitions) up to \$25,000.

All other provisions of this Coverage Extension apply.

c. Outdoor Property

Under Item **c.**, the following are amended:

(1) The following cause of loss is added:

(6) Wind

(2) We will pay up to \$10,000 for loss or damage of outdoor property described in this Extension, unless a higher Limit Of Insurance for Outdoor Property is shown in the Declarations but not more than \$1,000 for any one tree, shrub or plant.

d. Personal Effects

Coverage for personal effects under Item **d.** is extended up to \$10,000 at each described premises.

All other provisions of the Coverage Extension apply.

e. Valuable Papers And Records

Under Item **e.** paragraphs (2) and (3) are deleted and replaced by the following:

(2) This Coverage Extension does not apply to Property in storage away from the premises shown in the Declarations.

(3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence will be as follows:

(a) Up to \$10,000 for "valuable papers and records" considered as property held as samples or for delivery after sale, while on or off the described premises;

(b) Up to \$25,000 for "valuable papers and records" at the described premises and not considered as property held as samples or for delivery after sale, unless a higher Limit Of Insurance for "valuable papers and records" is shown in the Declarations;

(c) Up to \$5,000 for "valuable papers and records" not at the described premises and not considered as held as samples or for delivery after sale.

All other provisions of the Coverage Extension apply.

f. Accounts Receivable

Under Item **f.** we will pay up to \$25,000 for loss or damage in any one occurrence whether on or off the described premises.

All other provisions of the Coverage Extension apply.

g. Appurtenant Structures And Utility Buildings

If this policy covers Buildings, you may extend that insurance to apply to structures that pertain to the maintenance or service of the Buildings.

The most we will pay for loss or damage is 10% of the Limit Of Insurance or \$10,000, whichever is less, for each such Building to cover private structures and utility buildings pertaining to the described Building and located on the same premises.

h. Lock And Key Replacement

You may extend the insurance provided by this policy to replace locks and keys at the described premises as a result of loss of keys due to theft. The most we will pay for loss under this Extension is \$1,000.

i. Business Personal Property In The Open

If this policy covers Business Personal Property, you may extend coverage for Business Personal Property in the open to apply within 1,000 feet of the buildings or structures or within 1,000 feet of the premises described in the Declarations.

j. Fine Arts

We will extend coverage for your fine arts, and fine arts owned by others that are in your care, custody or control, for any Covered Cause of Loss. The most we will pay under this Coverage Extension for loss or damage in any one occurrence is \$5,000.

This Extension does not apply to loss or damage caused by or resulting from:

(1) Any repairing, restoration or retouching process;

(2) Insects, vermin, rodents or other animals;

(3) Wear and tear;

(4) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;

- (5) Breakage of art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles. We do cover breakage if it is caused by fire, lightning, windstorm, hail, earthquake, flood, smoke, explosion, aircraft, spacecraft, self-propelled missiles, and objects that fall from these items; vehicles, or an accident to a transporting vehicle, strike, riot, civil commotion, vandalism, theft, attempted theft, sprinkler leakage, or collapse of buildings.

Coverage does not extend to fine arts at any fair, exhibition, or tradeshow.

k. Utility Service Power Failure

- (1) We will pay for loss of or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the property described in paragraph (b) below.

(a) Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data".

(b) Power Supply Property, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i) Utility generating plants;
- (ii) Switching stations;
- (i) Substations;
- (ii) Transformers; and
- (iii) Transmission lines.

It does not include overhead transmission lines.

(c) As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The most we will pay under this coverage extension for loss or damage in any one occurrence is \$10,000.

- (2) We will pay for loss of Business Income or Extra Expense at the described premises caused by interruption of service to the described premises. The interruption must

result from direct physical loss or damage by a Covered Cause of Loss to the property described in paragraph (b) below.

(a) Coverage under this endorsement does not apply to Business Income loss or Extra Expense related to interruption in utility service which causes loss or damage to "electronic data", including destruction or corruption of "electronic data".

(b) Power Supply Property, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i) Utility generating plants;
- (ii) Switching stations;
- (iii) Substations;
- (iv) Transformers; and
- (v) Transmission lines.

It does not include overhead transmission lines.

(c) As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The most we will pay under this coverage extension for loss or damage in any one occurrence is \$5,000.

3. Paragraph C. Limits Of Insurance is revised to add the following:

6. Business Personal Property Limit - Automatic Increase

a. The Limit Of Insurance for Business Personal Property automatically increases by the annual percentage shown in the Declarations.

b. The amount of increase will be:

(1) The Business Personal Property limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Business Personal Property limit, times

(2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times

- (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Business Personal Property limit, divided by 365.

Example

If: The applicable Business Personal Property limit is \$100,000. The annual percentage increase is 8%. The number of days since the beginning of the policy year (or last policy change) is 146.

$$\$100,000 \times .08 \times 146/365 = \$3,200.$$

4. Paragraph **G. Optional Coverages** is amended as follows:

a. Outdoor Signs

Under Item **1.**, coverage is extended up to a limit of \$10,000 in any one occurrence or all outdoor signs, subject to the provisions of this Optional Coverage.

If shown in the Declarations, higher limits may apply.

b. Money And Securities

Item **2.** is extended to include up to \$10,000 Inside the Premises, and up to \$5,000 Outside the Premises, subject to the provisions of this Optional Coverage.

If shown in the Declarations, higher limits may apply.

c. Employee Dishonesty

Under Item **3.**, coverage is extended to include up to \$25,000 of Employee Dishonesty Coverage, subject to the provisions of this Optional Coverage.

If shown in the Declarations, higher limits may apply.

- B. Section II - Liability** is amended as follows:

1. Under Paragraph **A. Coverages**, Item **1.f.(1)(b)** is increased from \$250 to \$500.
2. Under Paragraph **A. Coverages**, Item **1.f.(1)(d)** is increased from \$250 to \$500.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY COVERAGE (INCLUDING HIRED AUTO PHYSICAL DAMAGE COVERAGE)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Coverage	Additional Premium
Hired Auto Liability	
Non-owned Auto Liability	
A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule of this endorsement.	
1. Hired Auto Liability The insurance provided under Paragraph A.1. Business Liability in Section II - Liability applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.	(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.
2. Non-owned Auto Liability The insurance provided under Paragraph A.1. Business Liability in Section II - Liability applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.	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 injury.
B. For insurance provided by this endorsement only:	
1. The exclusions under Paragraph B.1. Applicable To Business Liability Coverage in Section II - Liability, other than Exclusions a., b., d., f. and i. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:	This exclusion does not apply to: (1) Liability assumed by the insured under an "insured contract"; or (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.
a. "Bodily injury" to: (1) An "employee" of the insured arising out of and in the course of: (a) Employment by the insured; or	b. "Property damage" to: (1) Property owned or being transported by, or rented or loaned to the insured; or (2) Property in the care, custody or control of the insured.

2. Paragraph **C. Who Is An Insured** in **Section II - Liability** is replaced by the following:

1. Each of the following is an insured under this endorsement to the extent set forth below:
 - a. You;
 - b. Any other person using a "hired auto" with your permission;
 - c. For a "non-owned auto":
 - (1) Any partner or "executive officer" of yours; or
 - (2) Any "employee" of yours; but only while such "non-owned auto" is being used in your business; and
 - d. Any other person or organization, but only for their liability because of acts or omissions of an insured under **a.**, **b.** or **c.** above.
2. None of the following is an insured:
 - a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
 - b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;
 - c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
 - e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. For the purposes of this endorsement only, Paragraph **H. Other Insurance** in **Section III - Common Policy Conditions** is replaced by the following:

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

D. The following additional definitions apply:

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

E. Coverage Extension

Whenever Hired Auto Liability is indicated as applicable in the Schedule of this endorsement, then we will extend **Section I - Property** to also apply to Hired Auto Physical Damage subject to the following provisions:

1. Coverage is applicable to "physical damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business. For the purposes of this endorsement, under **A. Coverage**, Paragraph **2. Property Not Covered**, Item **a.** will not apply to automobiles provided coverage under this Extension.
2. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations.
3. The most we will pay for loss or damage under this Extension is the lesser of the actual cash value or the cost of repairs, subject to a maximum limit of \$50,000.
4. For purposes of the coverage provided under this endorsement, "physical damage" means:
 - a. The covered automobile's collision with another object; or
 - b. The covered automobile's overturn; or
 - c. From any other cause except as excluded below.

5. The following Exclusions apply to this Coverage Extension and replace those in Section I - Property, Paragraph B. Exclusions:

a. Nuclear Hazard

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

b. War Or Military Action

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

c. We will not pay for loss to any automobile while used in any professional or organized racing or demolition contest or stunt activity, or while practicing for such contest or activity. We will also not pay for loss to any automobile while being prepared for such a contest or activity.

d. We will not pay for loss caused by or resulting from any of the following unless caused by other loss that is covered by this insurance:

- (1)** Wear and tear, freezing, mechanical or electrical breakdown.
- (2)** Blowouts, punctures or other road damage to tires.

e. We will not pay for loss to any of the following:

- (1)** Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- (2)** Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

(3) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

(4) Any accessories used with the electronic equipment described in Paragraph **(3)** above.

Exclusions **e.(3)** and **e.(4)** do not apply to:

(1) Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the automobile at the time of the loss or such equipment is removable from a housing unit which is permanently installed in the automobile at the time of the loss, and such equipment is designed to be solely operated by use of the power from the automobile's electrical system, in or upon the automobile; or

(2) Any other electronic equipment that is:

- (i)** Necessary for the normal operation of the automobile or the monitoring of the automobile's operating system; or
- (ii)** An integral part of the same unit housing any sound reproducing equipment described in **(1)** above and permanently installed in the opening of the dash or console of the automobile normally used by the manufacturer for the installation of a radio.

f. We will not pay for loss to any automobile due to the actual or perceived loss in market value or resale value which results from a direct and accidental loss covered under this Extension.

All other terms and provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR PROGRAM PLUS - EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I - Property is amended as follows:

1. Under Paragraph **A.5. Additional Coverages** the following is added:

Contract Penalties

We will pay for contract penalties that are stipulated in a written contract, and that you are required to pay, because of your failure to complete a covered installation project within the time frame, terms or conditions specified in the contract. The contract must be in effect on the date the loss or damage occurred. Your failure to complete the work must be the direct result of a Covered Cause of Loss to Covered Property. The most we will pay for loss under this Additional Coverage is \$10,000.

2. Paragraph **A.6. Coverage Extensions** is amended to add the following Coverage Extension:

Equipment Rental Reimbursement

In the event of a direct physical loss by a Covered Cause of Loss to your "contractors equipment", we will reimburse you for your expenses to rent similar equipment while your equipment is inoperable. For the purposes of this coverage, "contractors equipment" means machinery, equipment, and tools of a mobile nature that you use in your contracting, installation, erection, repair or moving operations or projects. "Contractors equipment" does not mean:

- (1) Self-propelled vehicles designed and used primarily to carry mounted equipment; or
- (2) Vehicles designed for highway use that are unlicensed and not operated on public roads.

The most we will pay for rental expense is an annual policy period limit of \$10,000 for all equipment.

We will continue to reimburse you for the rental of equipment after the expiration date of this coverage, provided the loss occurred before the expiration date.

We will not reimburse you;

- (1) For the rental of equipment until after the first 72 hours following the direct physical loss to your "contractors equipment" caused by a Covered Cause of Loss. After 72 hours have passed, we will only reimburse you for the rental expense that you actually incur;
- (2) If you can continue or resume your operations with similar equipment that is available to you at no additional expense to you; or
- (3) For the rental expense of any equipment unless you make every reasonable effort to repair, replace or rebuild the inoperable equipment after the loss by a Covered Cause of Loss occurs.

The deductible amount indicated on the Declarations does not apply to a loss covered under this Coverage Extension. Excluded periods indicated for all Covered Property applies to this Coverage Extension.

B. Section II - Liability is amended as follows:

1. Under Paragraph **A.1. Business Liability**, coverage is extended to apply as follows:
 - a. To damage to property of others while in your care, custody or control, subject to the following:
 - (1) The damage must take place away from premises you own, rent or occupy;

- (2) The most we will pay under the extension of coverage is \$10,000 each "occurrence", subject to \$30,000 General Aggregate Limit. This is the most we will pay regardless of the number of insureds, claims made, or "suits" brought during the policy period;
 - (3) A \$500 deductible will apply to each "occurrence". We shall pay only the difference between the deductible and the Limits Of Insurance provided in this extension;
 - (4) Under Paragraph **B.1. Exclusions Applicable To Business Liability Coverage**, Items **k.(3)**, **k.(4)**, and **k.(5)** will not apply to "property damage" coverage provided in this extension.
- b. For "property damage" to borrowed equipment:
- (1) while that equipment is not being used to provide operations at a job site;
 - (2) Coverage is excess over any other applicable insurance;
 - (3) The most we will pay under this extension of coverage is \$5,000 in any one "occurrence" for all damage to all borrowed equipment;
 - (4) Under Paragraph **B.1. Exclusions Applicable To Business Liability Coverage**, Item **K.(3)** will not apply to "property damage" coverage provided in this extension.
- c. For the actual and necessary expense that you incur to rekey your customer's premises as a result of direct physical loss of or damage to their keys entrusted to you.
- The most that we will pay under this extension of coverage is \$10,000.
3. Paragraph **C. Who Is An Insured** is amended to add the following:
- a. **Additional Insured - Owners, Lessees Or Contractors - With Additional Insured Requirement In Construction Contract**
- (1) Any person(s) or organizations(s) for whom you are performing operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such persons(s) or organizations(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (a) Your acts or omissions; or
 - (b) The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured. However, the insurance afforded to such additional insured:
 - (a) Only applies to the extent permitted by law; and
 - (b) Will not be broader than that which you are required by contract or agreement to provide such additional insured.
- A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:
- (a) When your operations for that insured are completed; or
 - (b) The contract or agreement you have entered into with the additional insured is terminated.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- (3) With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- (a) Required by the contract or agreement you have entered into with the additional insured; or
- (b) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

b. Additional Insured - Lessor Of Leased Equipment Or Managers Or Lessors Of Premises - With Additional Insured Requirement In Lease Agreement With You

- (1) Any person(s) or organizations(s) from whom you lease equipment, or from whom you lease premises, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.
- (2) With respect to lessors of leased equipment, such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. Coverage provided under this endorsement does not apply to any "occurrence" which takes place after the equipment lease expires.
- (3) With respect to managers or lessors of leased premises, such person or organization is an insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. Coverage provided under this endorsement does not apply to any "occurrence" which takes place after you cease to be a tenant in that

premises, or to structural alterations, new construction or demolition operations performed by or on behalf of these additional insureds.

- (4) A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment or leased premises ends or expires.

However, the coverage afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by contract or agreement to provide for such additional insured.

- (5) With respect to the coverage afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limit Of Insurance:**

- (a) Required by the contract or agreement; or
- (b) Available under the applicable Limits Of Insurance shown in the Declarations.

This coverage shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. Under Paragraph **D.4.b. Liability And Medical Expenses Limits Of Insurance**, the following is added:

AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

For all sums which the insured becomes legally obligated to pay as damages for "bodily injury" or "property damage" caused by "occurrences" covered under Paragraph **A.1. Business Liability**, and for all medical expenses caused by accidents covered under Paragraph **A.2. Medical Expenses**, which can be attributed only to ongoing operations at a construction project:

- 1. A Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the Other Than Products/ Completed Operations Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Paragraph **A.1. Business Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Paragraph **A.2. Medical Expenses**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Paragraph **A.1. Business Liability** for damages or under Paragraph **A.2. Medical Expenses** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented To You and Medical Expenses continue to apply. However, instead of being subject to the Other Than Products/ Completed Operations Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

For all sums under Paragraph **A.1. Business Liability** which the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" caused by "occurrences" and Paragraph **A.2. Medical Expenses** for medical expenses caused by accidents, which cannot be attributed only to ongoing operations at a construction project:

1. Any payments made under Paragraph **A.1. Business Liability** for damages or under Paragraph **A.2. Medical Expenses** for medical expenses shall reduce the amount available under the Other Than Products/Completed Operations Aggregate Limit or the Products/Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products/ Completed Operations Aggregate Limit, and not reduce the Other Than Products/ Completed Operations Aggregate Limit nor the Construction Project General Aggregate Limit.

If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

The provisions of Paragraph **D. Liability And Medical Expenses Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated

- C. **Section III - Common Policy Conditions**, Paragraph **K.2.** is amended to add the following paragraph:

Transfer Of Rights Of Recovery Against Others To Us

2. Applicable to Businessowners Liability Coverage:

However, we waive our right of recovery against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization with whom the insured has agreed in writing, before the loss, to waive such rights and to obtain their agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PET SERVICES PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I - Property is amended as follows:

A. The following item is added to **6. Coverage Extensions:**

Customer's Animals

You may extend the insurance that applies to Business Personal Property to apply to "pet services" to your customer's animals that are insured while in your care, custody or control. The most we will pay for any one loss or damage under this extension is \$1,000.

Section II - Liability is amended as follows:

A. For the insurance provided by this endorsement, all provisions under Paragraph **A.1. Business Liability** also apply to other injury.

B. Paragraph **A. Coverages** also applies to "bodily injury", "property damage", "personal and advertising injury" or other injury arising out of the rendering of or failure to render professional services in connection with the operation of your "pet services" business.

C. With respect to the coverage provided by this endorsement, Paragraph **B. Exclusions** is amended as follows:

1. Paragraph **1.b. Contractual Liability** is replaced by the following:

This insurance does not apply to:

b. "Bodily injury", "property damage", "personal and advertising injury" or other injury 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 that the insured would have in the absence of the contract or agreement.

2. The following exclusions do not apply with respect to the "pet services" provided in the operation of your business:

a. Paragraph **1.j. Professional Services;**

b. Paragraphs **1.k.(4)** and **1.k.(6) Damage To Your Property;** and

c. Paragraph **1.m. Damage To Your Work;**

with respect to animals that have received "pet services" in connection with the operation of your business.

3. The following exclusions are added:

This insurance does not apply to:

a. "Bodily injury", "property damage", "personal and advertising injury" or other injury arising out of a criminal act including but not limited to fraud committed by the insured or any person for whom the insured is legally responsible.

b. Liability resulting from the theft of any animal.

c. "Bodily injury", "property damage" or other injury due to fire, however caused.

d. Any professional veterinary services performed by an insured.

D. Paragraph **C.2.a. Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

a. 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" is an insured for:

(1) "Bodily injury", "personal and advertising injury" or other 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), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or 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;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages of the injury described in Paragraphs (1)(a) or (1)(b); or

(2) "Bodily injury", "property damage", "personal and advertising injury" or other injury arising out of his or her providing or failing to provide "pet services". However, if you have "employees" who provide "pet services", they are insured with respect to their providing or failing to provide "pet services" in connection with your business.

(3) "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", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

E. Paragraph **D.2. of Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

2. The most we will pay for the sum of all damages because of all:

a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence";

b. "Personal and advertising injury" sustained by any one person or organization; and

c. Other injury arising out of any one "occurrence";

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

F. 1. For the coverage provided by this endorsement, the definition of "occurrence" in Paragraph **F. Liability And Medical Expenses Definitions** is amended to include any act or omission arising out of the rendering of or failure to render professional services usual or customary to the operation of a "pet services" business.

2. The following definition is added under Paragraph **F. Liability And Medical Expenses Definitions**:

"Pet Services" are professional services that are usual and customarily rendered to animals in connection with the insured's business as a:

a. Pet Store;

b. Pet Motel;

c. Kennel;

d. Pet Cemetery;

e. Domestic Pet Breeder; or

f. Domestic Pet Groomer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FABRICARE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I - Property is amended as follows:

1. False Pretense

Under Paragraph **B. Exclusions**, Item **2.g. False Pretense** is deleted and coverage will be provided on a limited basis as follows:

False Pretense is the voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense. The most we will pay for any one loss, including legal expense, under this cause of loss is \$5,000.

2. "Money"-Operated Devices

Under Paragraph **G. Optional Coverages**, Item **2.b.(3)** of **Money And Securities** is deleted and replaced with the following:

With regard to property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device, and then not for an amount exceeding \$1,000 per occurrence. All such losses are subject to the Optional Coverage Deductible shown in the Declarations.

B. Section II - Liability is amended as follows:

1. Under Paragraph **A. Coverages** the following is added to Item **1. Business Liability**:

Subject to the provisions of this endorsement, coverage is extended to apply to damage to property of others while in your care, custody, or control, which for any purpose you are exercising physical control, if damage arises out of the cleaning, repair, or alteration incidental to your cleaning business.

- a. The most we will pay under this extension of coverage is \$5,000 each "occurrence" subject to a \$10,000 General Aggregate Limit. This is the most we will pay regardless of the number of insureds, claims made, or "suits" brought during the policy period.
- b. A \$250 deductible will apply to each "occurrence". We shall pay only the difference between this deductible and the Limits Of Insurance provided in this endorsement.
- c. Under Paragraph **B.1. Exclusions Applicable To Business Liability Coverage**, Items **k.(3)**, **k.(4)**, and **k.(5)** will not apply to "property damage" coverage provided in this endorsement.
- d. The following additional exclusions are added:

This insurance does not apply to injury to or destruction of property:

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

2. Exclusion - Laundry and Dry Cleaning Damage

Under Paragraph **B. 1. Exclusions**, the following exclusion is added:

This insurance does not apply to "property damage" to property being laundered or dry cleaned arising out of the operation of any:

- a.** Self-service laundry;
- b.** Coin-operated washing machine, dryer or ironer; or
- c.** Self-service dry cleaner.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - VANDALISM OR MALICIOUS MISCHIEF BY A TENANT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

I. The following exclusion is added to B.2. Exclusions in Section I - Property:

Vandalism Or Malicious Mischief

This insurance does not apply to direct physical loss or damage to Covered Property caused by or as a result of "vandalism or malicious mischief" by your tenant or a member of their household, or any invited guest of your tenant or a member of their household. A member of the tenant's household includes any blood relative; child, step child, foster child, or a child that is regularly at the described premises including day care; spouse; and, roommate or live-in friend including their blood relatives, children, step-children, and foster children.

However, if "vandalism or malicious mischief" results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

II. The following definition is added for the purposes of this endorsement:

"Vandalism or Malicious Mischief" means willful or malicious damage, destruction, or defacement of property.

The most we will pay under Loss of Business coverage for loss arising from any one "computer attack" is the Loss of Business Sublimit indicated for this endorsement. This sublimit is part of, and not in addition to, the Computer Attack Limit. If no sublimit is shown or is shown as Excluded on the SCHEDULE at the top of this endorsement, then the Loss of Business coverage will be considered to have a sublimit of \$0.

The most we will pay under Public Relations coverage for loss arising from any one "computer attack" is the Public Relations Sublimit indicated for this endorsement. This sublimit is part of, and not in addition to, the Computer Attack Limit. If no sublimit is shown or is shown as Excluded on the SCHEDULE at the top of this endorsement, then the Public Relations coverage will be considered to have a sublimit of \$0.

The Computer Attack Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under Section 1 arising out of all "computer attack" events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of "computer attack" events occurring during that period.

A "computer attack" may be first discovered by you in one policy period but it may cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such "computer attack" will be subject to the Computer Attack Limit applicable to the policy period when the "computer attack" was first discovered by you.

SECTION 1 - DEDUCTIBLE

The Computer Attack coverage is subject to the Computer Attack Deductible indicated in the SCHEDULE for this endorsement. You shall be responsible for the applicable deductible amount as respects loss arising from each "computer attack" covered under this endorsement.

SECTION 2 - NETWORK SECURITY LIABILITY

The following is added as an Additional Coverage:

SECTION 2 - COVERED CAUSE OF LOSS

This Network Security Liability coverage applies only if all of the following conditions are met:

1. You first receive notice of a "network security liability suit" during the policy period for which this endorsement is applicable or any Extended Reporting Periods; and
2. Such "network security liability suit" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

SECTION 2 - COVERAGES PROVIDED

If both of the conditions listed above in SECTION 2 - COVERED CAUSE OF LOSS have been met, then we will provide you the following coverages for loss directly arising from such "network security liability suit".

1. Defense

We will pay your necessary and reasonable "network security liability defense costs".

2. Settlement Costs

We will pay your necessary and reasonable "network security liability settlement costs".

SECTION 2 - LIMITS

Except for post-judgment interest, the most we will pay under Network Security Liability coverage is the Network Security Liability Limit indicated for this endorsement. If no limit is shown or is shown as Excluded on the SCHEDULE at the top of this endorsement, then the Network Security Liability coverage will be considered to have a limit of \$0.

The Network Security Liability Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under Section 2 (other than post-judgment interest) arising out of all "network security liability suits" of which you first receive notice during the present annual policy period or any Extended Reporting Periods. This limit applies regardless of the number of "network security liability suits" of which you first receive notice during that period.

You may first receive notice of a "network security liability suit" in one policy period but it may cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such "network security liability suit" (other than post-judgment interest) will be subject to the Network Security Liability Limit applicable to the policy period when notice of the "network security liability suit" was first received by you.

The Network Security Liability Limit for the Extended Reporting Periods (if applicable) shall be part of, and not in addition to, the Network Security Liability Limit for the immediately preceding policy period.

SECTION 2 - DEDUCTIBLE

The Network Security Liability coverage is subject to the Network Security Liability Deductible indicated in the SCHEDULE for this endorsement. You shall be responsible for the applicable deductible amount as respects loss arising from each "network security liability suit" covered under this endorsement.

EXCLUSIONS, ADDITIONAL CONDITIONS AND DEFINITIONS APPLICABLE TO ALL SECTIONS

EXCLUSIONS

The following additional exclusions apply to this coverage:

We will not pay for costs or loss arising from the following:

1. Loss to the internet, an internet service provider, or any computer or computer system that is not owned or leased by you and operated under your control.
2. Costs to research or correct any deficiency.
3. Any fines or penalties.
4. Any criminal investigations or proceedings.
5. Any threat, extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.
6. Your intentional or willful complicity in a covered loss event or your reckless disregard for the security of your computer system or data.
7. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
8. Any "computer attack" occurring prior to the first inception of this CyberOne coverage endorsement or any coverage substantially similar to that described in this endorsement.
9. That part of any "network security liability suit" seeking any non-monetary relief.
10. Any "network security liability suit" arising from a loss, release or disclosure of business data, propagation of malware or denial of service attack that occurred prior to the first inception of this CyberOne coverage endorsement or any coverage substantially similar to that described in this endorsement.
11. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.

ADDITIONAL CONDITIONS

The following additional conditions apply to all coverages under this endorsement.

A. Due Diligence

You agree to use due diligence to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with reasonable and industry-accepted protocols for:

1. Providing and maintaining appropriate computer and internet security; and

2. Maintaining and updating at appropriate intervals backups of computer data.

B. Duties In The Event Of A "Network Security Liability Suit"

If a "network security liability suit" is brought against you, you must:

1. Immediately record the specifics of the "network security liability suit" and the date received; and
2. Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "network security liability suit" is first received by you.
3. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "network security liability suit";
4. Authorize us to obtain records and other information;
5. Cooperate with us in the investigation, settlement or defense of the "network security liability suit";
6. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of loss to which this insurance may also apply; and
7. Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "network security liability suit".

C. Extended Reporting Periods

1. You shall have the right to the Extended Reporting Periods described in this section, in the event that:
 - a. You or we cancel this CyberOne coverage;
 - b. You or we refuse to renew this CyberOne coverage; or
 - c. We renew this CyberOne coverage on an other than a claims-made basis or with a retroactive date later than the date of the first inception of this CyberOne coverage endorsement or any coverage substantially similar to that described in this endorsement.
2. If an event as specified in Paragraph 1. has occurred, you shall have the right to the following:
 - a. An Automatic Extended Reporting Period of 30 days after the effective date of cancellation or nonrenewal at no additional premium in which to give to us written notice of a "network liability suit" of which you first receive notice during said Automatic Extended Reporting Period for any loss, release or disclosure of

business data, propagation of malware or denial of service attack occurring before the end of the coverage period for this CyberOne coverage and which is otherwise covered by this CyberOne coverage; and

- b. Upon payment of an additional premium of 100% of the full annual premium applicable to this CyberOne coverage, a Supplemental Extended Reporting Period of 1 year immediately following the effective date of cancellation or nonrenewal in which to give to us written notice of a "network liability suit" of which you first receive notice during said Supplemental Extended Reporting Period for any loss, release or disclosure of business data, propagation of malware or denial of service attack occurring before the end of the coverage period for this CyberOne coverage and which is otherwise covered by this CyberOne coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days of the effective date of cancellation or nonrenewal. The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

D. Network Security Liability Defense

1. We shall have the right and the duty to assume the defense of any applicable "network security liability suit" against you. You shall give us such information and cooperation as we may reasonably require.
2. You shall not admit liability for or settle any "network security liability suit" or incur any defense costs without our prior written consent.
3. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your

defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such "network security liability suit" independently of us. Our liability shall not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.

4. We shall not be obligated to pay any damages or defense costs, or to defend or continue to defend any "network security liability suit", after the Network Security Liability Limit has been exhausted.
5. We shall pay all interest on that amount of any judgment within the Network Security Liability Limit which accrues:
 - a. After entry of judgment; and
 - b. Before we pay, offer to pay or deposit in court that part of the judgment within the Network Security Liability Limit or, in any case, before we pay or offer to pay the entire Network Security Liability Limit.

These interest payments shall be in addition to and not part of the Network Security Liability Limit.

E. Other Data Coverage In This Policy

Some elements of this CyberOne coverage may also be covered under the policy to which this endorsement is attached. If so, this CyberOne coverage will apply as excess, additional coverage. If loss payment has been made under the policy for the same event, the amount of such payment will count towards the deductible that applies to this CyberOne coverage.

F. Services

The following conditions apply as respects any services provided to you by any service firm provided or paid for in whole or in part under this endorsement:

1. The effectiveness of such services depends on your cooperation and assistance.
2. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

1. "Business Income Loss" means the sum of the:
 - a. Net income (net profit or loss before income taxes) that would have been earned or incurred; and

- b. Continuing normal and necessary operating expenses incurred, including employee payroll, actually lost by you during the "period of restoration".
- 2. "Computer Attack" means one of the following involving a computer or other electronic hardware that is owned or leased by you and operated under your control:
 - a. Unauthorized Access - meaning the gaining of access to your computer system by an unauthorized person or persons; or
 - b. Malware Attack - meaning damage to your computer system or data arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your computer system during the manufacturing process.
 - c. Denial of Service Attack - meaning a deliberate act to prevent third parties from gaining access to your computer system through the internet in a manner in which they are legally entitled.
- 3. "Data Recreation Costs"
 - a. "Data recreation costs" means the costs of an outside professional firm hired by you to research, recreate and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
 - b. "Data recreation costs" also means your actual "business income loss" and your necessary and reasonable "extra expenses" arising from the lack of the lost or corrupted data during the time required to research, recreate and replace such data.
 - c. "Data recreation costs" does not mean costs to research, recreate or replace:
 - (1) Software programs or operating systems that are not commercially available; or
 - (2) Data that is obsolete, unnecessary or useless to you.
- 4. "Data Restoration Costs"
 - a. "Data restoration costs" means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs," such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
- b. "Data restoration costs" does not mean costs to research, restore or replace:
 - (1) Software programs or operating systems that are not commercially available; or
 - (2) Data that is obsolete, unnecessary or useless to you.
- 5. "Extra Expense" means the additional cost you incur to operate your business during the "period of restoration" over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.
- 6. "Network Security Liability Defense Costs"
 - a. "Network security liability defense costs" means reasonable and necessary expenses resulting solely from the investigation, defense and appeal of any "network security liability suit" against you. Such expenses may be incurred by us. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
 - b. "Network security liability defense costs" does not mean your salaries or your loss of earnings.
- 7. "Network Security Liability Settlement Costs"
 - a. "Network security liability settlement costs" means the following, when they arise from a "network security liability suit":
 - (1) Damages, judgments or settlements; and
 - (2) Defense costs added to that part of any judgment paid by us, when such defense costs are awarded by law or court order; and
 - (3) Pre-judgment interest on that part of any judgment paid by us.
 - b. "Network security liability settlement costs" does not mean:
 - (1) Civil or criminal fines or penalties imposed by law;
 - (2) Punitive or exemplary damages;
 - (3) The multiplied portion of multiplied damages;
 - (4) Taxes; or
 - (5) Matters which may be deemed uninsurable under the applicable law.
- 8. "Network Security Liability Suit"
 - a. "Network security liability suit" means a civil proceeding against you in which damages are alleged. Such proceeding must be brought in the United States of America, Puerto Rico or Canada. Such proceeding must be based on an allegation that a negligent security failure or weakness with respect to a computer or other electronic hardware that is owned or

leased by you and operated under your control allowed one or more of the following to happen:

- (1) The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code.
 - (2) The unintended abetting of a denial of service attack against one or more other systems.
- b. If the **3rd Party Business Information** line under **Network Security Liability Optional Coverage** on the SCHEDULE at the top of this endorsement is marked as Included, then "Network security liability suit" also means a civil proceeding against you in which damages are alleged which is brought in the United States of America, Puerto Rico or Canada and which is based on an allegation that a negligent security failure or weakness with respect to a computer or other electronic hardware that is owned or leased by you and operated under your control allowed the loss, release or disclosure of business data that is owned by or proprietary to a third party. This does not include personally identifying information or other information that is sensitive or personal to individuals. If the **3rd Party Business Information** line under **Network Security Liability Optional Coverage** on the SCHEDULE at the top of this endorsement is marked as Excluded or is blank, then "Network security liability suit" does not include such suits.
- c. "Network security liability suit" includes the following:
- (1) An arbitration or alternative dispute resolution proceeding that you are required to submit to or which we agree you should submit to; or
 - (2) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
- d. "Network security liability suit" does not mean any demand or action alleging or arising from "property damage" or "bodily injury".

e. "Network security liability suit" does not mean any demand or action brought by or on behalf of someone who is:

- (1) Your director or officer;
 - (2) Your owner or part-owner; or
 - (3) A holder of your securities;
- in their capacity as such, whether directly, derivatively, or by class action.

9. "Period of Restoration" means the period of time that begins at the time that the "computer attack" is discovered by you and continues until the earlier of:

- a. The date that all data restoration, data recreation and system restoration directly related to the "computer attack" has been completed; or
- b. The date on which such data restoration, data recreation and system restoration could have been completed with the exercise of due diligence and dispatch.

10. "System Restoration Costs"

- a. "System restoration costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your computer system to its pre- "computer attack" level of functionality:
 - (1) Replace or reinstall computer software programs;
 - (2) Remove any malicious code; and
 - (3) Configure or correct the configuration of your computer system.
- b. "System restoration costs" does not mean:
 - (1) Costs to increase the speed, capacity or utility of your computer system;
 - (2) Labor of your employees; or
 - (3) Any costs in excess of the actual cash value of your computer system.

All other provisions of this policy apply.

**THIS IS A CLAIMS-MADE AND REPORTED COVERAGE ENDORSEMENT
DEFENSE IS INCLUDED IN THE LIMIT OF LIABILITY**

CONTRACTORS ERRORS AND OMISSIONS COVERAGE ENDORSEMENT

PLEASE READ THE ENTIRE FORM CAREFULLY

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

Throughout this Contractors Errors and Omissions Coverage Endorsement (hereinafter referred to as Errors and Omissions Coverage), the words "you" and "your" refer to the "Named Insured(s)" shown in the Supplemental Declarations and any other person(s) or organization(s) qualifying as a "Named Insured" under this Errors and Omissions Coverage. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED. Other words and phrases that appear in "quotations" have special meaning. Refer to SECTION VI - DEFINITIONS.

The provisions of this Errors and Omissions Coverage apply only to this Errors and Omissions Coverage endorsement. With the exception of the cancellation, nonrenewal, terrorism and examination of your books and records provisions applicable to the policy to which this Errors and Omissions Coverage is a part, no other terms and conditions of such policy apply to this Errors and Omissions Coverage unless specifically stated otherwise.

SECTION I - COVERAGE

A. Insuring Agreement

1. We shall pay on the "Named Insured's" behalf those amounts, in excess of the deductible, that the insured is legally obligated to pay as "loss" resulting from a "claim" first made against the insured and reported to us during the "Contractors Errors and Omissions Coverage Period" or any Extended Reporting Period (if applicable) for:

- a. "Property damage" to "your work";
- b. "Property damage" to "your product"; or,
- c. "Impaired property" arising out of a defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work".

caused by your "wrongful act" in rendering or failing to render "contractor services" to others for a fee as shown in Item 1. of the Supplemental Declarations, but only if such "wrongful act" first occurs on or after the Retroactive Date shown in the Supplemental Declarations of this Errors and Omissions Coverage and prior to the end of the "Contractors Errors and Omissions Coverage Period".

2. Subject to the limit and deductible, applicable to this Errors and Omissions Coverage, the most we will pay to repair any "property damage" to "your work" or "your product" caused by your "wrongful act" in rendering or failing to render "contractor services" performed by you is:
 - a. 100% of the "actual original cost" if repairs are made by someone other than you or other than a company you are affiliated with; or
 - b. 80% of the "actual original cost" if repairs are made by you or a company you are affiliated with.
3. This insurance applies to all "claims" covered by this Errors and Omissions Coverage:
 - a. Only if the "claim" is:
 - (1) First made during the "Contractors Errors and Omissions Coverage Period"; and
 - (2) Reported to us during the "Contractors Errors and Omissions Coverage Period" or any Extended Reporting Period we provide under **SECTION V - CONDITIONS, D. Extended Reporting Periods.**

b. A "claim" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When an insured reports, in writing, to us an incident or circumstance that may lead to a "claim" or;
- (2) When written notice of such "claim" is received by an owner, partner, member, manager, "executive officer" or designated risk manager, or similar office or position, of the "Named Insured"; or
- (3) When notice of such "claim" is received in writing by us.

B. Defense

1. Notwithstanding the deductible, we will have the right and duty to defend an insured against any "claim" or "suit" alleging a "wrongful act".
2. a. We have the right to investigate and settle any "claim" or "suit" that we believe is proper. You shall be entitled to consent to such settlement, provided your consent is not unreasonably withheld and is provided as soon as practicable.
b. If you refuse to consent to any settlement that we recommend and that is acceptable to the claimant, then our liability for such "claim" or "suit" shall not exceed the amount for which we could have settled had your consent not been withheld at the time of our recommendation. You shall thereafter negotiate and defend that "claim" or "suit" at your own cost and without our involvement.
3. "Defense costs" are part of and subject to our Limit of Liability set forth in Item 2. of the Supplemental Declarations.
4. Our duty to defend ends after the applicable Limit of Liability set forth in Item 2. of the Supplemental Declarations has been exhausted by payment of all "loss", including "defense costs".

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION I - COVERAGE, C. Supplementary Payments.**

C. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend until our limit of liability is exhausted by payment of "loss":

1. All expenses we incur in the defense of any "claim" or "suit" covered hereunder.

2. 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.
3. All reasonable expenses incurred by any insured at our request to assist us in the investigation or defense of the "claim" or "suit" including actual loss of earnings up to \$250 a day due to time off from work.
4. All court costs taxed against an insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against an insured.
5. Prejudgment interest awarded against an 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.
6. 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 are considered "loss" and are included within the limits of insurance.

D. Exclusions

1. Asbestos, "Pollutants", "Fungus" and Lead

Any liability of any nature arising out of, attributable to, or any way related to asbestos, "pollutants", "fungus" or lead in any form or transmitted in any manner, including any loss, cost, or expense arising out of any:

- a. Request, demand, or order that any insured or others test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of asbestos, "pollutants", "fungus" or lead; or,
- b. "Claim" or "suit" by or on behalf of any governmental authority for damages resulting from the testing for, monitoring, cleaning up, removing, remediating, containing, treating, detoxifying, neutralizing or in any way responding to or assessing the effects of asbestos, "pollutants", "fungus" or lead.

2. Bankruptcy

Any liability arising out of your insolvency or bankruptcy or the insolvency or bankruptcy of any person or entity for which the insured may be liable.

3. Bodily Injury

Any liability arising from "bodily injury".

4. Bridges and Dams

Any liability in connection with:

- a.** Bridges exceeding 150 feet in length; or
- b.** Dams.

5. Contractual Liability

Any liability of others assumed by the "Named Insured" or any other insured under any contract or agreement, whether oral or in writing.

6. Criminal, Fraudulent and Intentional Acts

Any liability arising out of the criminal, fraudulent and intentional acts by or at the direction of any insured.

7. Delay

Any liability arising from a delay or failure to:

- a.** Complete a contract or project; or
- b.** Complete a contract or project on time.

8. Electronic Data

Any liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

9. Estimates, Financing and Legal Work

Any liability because of an error or omission:

- a.** In the preparation of estimates of probable job costs or cost estimates being exceeded, estimates of profit or return on capital.
- b.** In advising or failing to advise on financing of the work or project.
- c.** In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

10. "Exterior Insulation and Finish System"

Any liability arising out of the "exterior insulation and finish system".

11. Other Coverage

The coverage provided under this Errors and Omissions Coverage shall not apply under any circumstances to the extent any "claim" hereunder is covered under a policy or endorsement or other form of coverage that provides Operations coverage, Products Liability coverage or Completed Operations coverage.

12. Other Insureds Operations

Any liability arising out of services performed by or for an insured other than the "contractor services" as shown in Item 1. of the Supplemental Declarations.

13. Intellectual Property

Any liability which arises out of any:

- a.** Actual or alleged infringement of copyright or trademark or patent;
- b.** Unfair competition or piracy; or
- c.** Theft or wrongful taking of concepts or intellectual property.

14. Intentional Injury

Any "loss" expected or intended from the standpoint of the insured.

15. Manufacturer's Warranties

Any liability arising out of manufacturer's warranties or guarantees, whether express or implied.

16. Materials to Correct Recommendations or Specifications

Any cost or expense for additional products or materials that would not have been incurred had the correct recommendations or specifications been made.

17. Non-Conforming Materials or Products

Any material or products that have been recalled, identified as not conforming to industry safety standards, identified as illegal, banned, outlawed, identified to be in violation of statute, or not approved for sale or use in the United States of America by any industry or governmental authority or agency. This exclusion also applies to any work related to any such material or products.

18. Non-Monetary Damages

All "claims":

- a.** Alleging, arising out of, based upon, or attributable to any proceeding whether

(1) Civil;

(2) Criminal; or

(3) Administrative;

in which the relief sought is other than monetary damages, including but not limited to:

(1) Proceedings seeking injunctive relief;

(2) Declaratory relief;

(3) Disgorgement; other equitable remedies; or

(4) Those arising out of any kind of criminal proceedings; or

- b. For civil or criminal fines or penalties imposed by law, punitive or exemplary damage or any other type of non-compensatory damages, the multiplied portion of multiplied damages, taxes, any amount for which an insured is not financially liable, or matters which are deemed uninsurable under the law pursuant to which this Errors and Omissions Coverage shall be construed.

19. Owned or Rented Property

Any liability arising from "property damage" to property:

- a. Owned by;
 - b. Rented; or
 - c. Leased to;
- any insured.

20. Personal Injury or Advertising Injury

Any liability arising from "personal injury" or "advertising injury".

21. Prior Acts

Any liability arising from "wrongful acts" that were committed or existed prior to the Retroactive Date shown in the Supplemental Declarations of this Errors and Omissions Coverage.

22. Products

Any liability arising from "property damage" to products that are in your physical possession.

23. Professional Liability

Any liability arising out of the rendering of or failure to render any "professional services" by you or on your behalf, but only with respect to either or both of the following operations:

- a. Providing engineering, architectural or surveying services to others; or
- b. Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

24. Profit

Any liability arising from your loss of:

- a. Profit; or
- b. Expected profit.

25. Property Damage

Any liability arising from "property damage" to property other than "your product", "your work" or "impaired property" arising out of a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work".

26. Related Enterprises

Any liability arising from "claims" brought against the insured by a business enterprise (or its assignees) which is wholly or partly owned, operated or managed by any insured, or which has directly or indirectly any interest in the ownership or management of the "Named Insured".

27. Right of Action

Any liability arising from "claims" or "suits" where the right of action against an insured has been relinquished or waived.

28. Subcontracted Work

Any liability, including liability for "property damage" to "your work", "your product" or "impaired property", arising out of work that was performed on your behalf by a subcontractor or any person or organization other than an insured.

29. Substitutions

Any liability arising from a decision to substitute a material or product or to deviate from a process or procedure that was specified on:

- a. Blueprints;
- b. Work orders;
- c. Contracts; or
- d. Engineering specifications;

unless there has been written authorization.

30. "Your Work" Not Completed

Any liability arising out of "your work" or "your product" before you have completed "your work". "Your work" will be deemed completed at the earliest of the following times:

- a. When all the work called for in your contract or work order has been completed.
- b. When all 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, partial repair or replacement, but which is otherwise complete, will be treated as completed.

31. Nuclear Energy Liability Exclusion

- a. Any liability:

conducted on such site and all premises used for such operations.

(7) "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.

(8) "Property damage" includes all forms of radioactive contamination of property.

32. Undamaged Property

Any liability, cost or expense arising out of "your work" or "your product" that does not constitute "property damage".

SECTION II - WHO IS AN INSURED

A. If you are designated in the Supplemental Declarations as:

1. 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.
2. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
3. A partnership or joint venture, you and your spouse are insureds. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
4. A limited liability company, you are an insured. Your members are also insureds, but only with the respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
5. 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.

B. Each of the following is also an insured:

1. 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.

2. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Errors and Omissions Coverage.

C. 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:

1. Errors and Omissions Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "Contractors Errors and Omissions Coverage Period", whichever is earlier;
2. Errors and Omissions Coverage does not apply to "wrongful acts" that were committed or existed before you acquired or formed the organization; and
3. The organization must be engaged in the business capacity described in the Supplemental Declarations.

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

SECTION III - LIMITS OF INSURANCE

Amount Payable by Us and Our Limit of Insurance

A. The Limits of Insurance shown in the Supplemental Declarations and the rules below are the most we will pay for any "loss" regardless of the number of:

1. Insureds;
2. "Claims" made;
3. "Suits" brought;
4. Persons or organizations making "claims" or bringing "suits"; or
5. "Wrongful acts".

The most we will pay as the result of any one "claim" is the Per Claim Limit shown in the Supplemental Declarations.

Any "Claim" or aggregation of "claims" resulting from any one "wrongful act" will be considered one "claim".

B. All "claims" arising out of:

1. The same "wrongful act"; and
2. All "interrelated wrongful acts";

of all insureds shall be deemed one "wrongful act", and shall be deemed to have been made in the earliest "Contractors Errors and Omissions Coverage Period" in which a "claim" is deemed to have been first made against any insured alleging any such "wrongful act" or "interrelated wrongful acts".

- C.** Subject to **A.** and **B.** immediately above, the most we will pay for all "losses" as the result of all "claims" made during any one "Contractors Errors and Omissions Coverage Period" under this policy, including any Extended Reporting Period, is the Aggregate Limit of Liability shown in the Supplemental Declarations.
- D.** The Limits of Insurance of this Errors and Omissions Coverage apply separately to each consecutive annual "Contractors Errors and Omissions Coverage Period" shown in the Supplemental Declarations, unless the "Contractors Errors and Omissions Coverage 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 - DEDUCTIBLE

- A.** Our obligation to pay any "loss" on your behalf applies only to the amount of "loss" in excess of the deductible amount stated in the Supplemental Declarations. The limits of insurance will not be reduced by the application of such deductible amount.
- B.** We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V - CONDITIONS

A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Errors and Omissions Coverage.

B. Coverage Territory

"Wrongful acts" can take place anywhere in the world, provided the "claim" or "suit" is brought against an insured within the United States of America, its territories or possessions or Canada.

C. Duties in the Event of "Claim" or "Suit"

As a condition precedent to coverage under this Errors and Omissions Coverage:

1. You shall give us written notice as soon as practicable of any "claim" (including any incident or circumstance that may lead to a "claim") brought against any insured and shall

give such information and cooperation as we may reasonably require, including but not limited to a description of the "claim", the nature of the alleged injury, the names of the claimants, and the manner in which an insured first became aware of the "claim".

2. You shall provide us with all information, assistance and cooperation which we reasonably request and agree that in the event of a "claim" you will do nothing that may prejudice our position or our potential or actual rights of recovery.
3. You shall not settle any "claim", incur any defense costs or otherwise assume any contractual obligation or admit any liability with respect to any "claim" without our written consent, which shall not be unreasonably withheld. We shall not be liable for any settlement, defense costs, assumed obligation or admission to which we have not consented.

D. Extended Reporting Periods

1. You shall have the right to the Extended Reporting Periods described in Paragraph 2. of this Clause D., in the event that:
 - a. You or we shall cancel this Errors and Omissions Coverage; or
 - b. You or we shall refuse to renew this Errors and Omissions Coverage; or
 - c. We renew this Errors and Omissions Coverage on an other than a claims-made basis or with a Retroactive Date later than the Retroactive Date shown in the Supplemental Declarations of this Errors and Omissions Coverage;
2. If an event as specified in Paragraph 1. of this Clause D. has occurred, you shall have the right to the following:
 - a. An Automatic Extended Reporting Period of thirty (30) days after the effective date of cancellation or nonrenewal at no additional premium in which to give to us written notice of "claims" first made or "suits" first brought against any insureds during said Automatic Extended Reporting Period for any "wrongful acts" occurring before the end of the "Contractors Errors and Omissions Coverage Period" and are otherwise covered by this Errors and Omissions Coverage; and
 - b. Upon payment of an additional premium of 200% of the full annual premium applicable to this Errors and Omissions Coverage, a Supplemental Extended Reporting Period of one (1) year immediately following the effective date

of cancellation or nonrenewal in which to give to us written notice of "claims" first made or "suits" first brought against any insureds during said Supplemental Extended Reporting Period for any "wrongful acts" occurring before the end of the "Contractors Errors and Omissions Coverage Period" and are otherwise covered by this Errors and Omissions Coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within thirty (30) days of the effective date of cancellation or nonrenewal. The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

3. The Extended Reporting Periods do not reinstate or increase the Limits of Insurance of this Errors and Omissions Coverage.

E. Legal Action Against Us

No person or organization has a right under this Errors and Omissions Coverage:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us on this Errors and Omissions Coverage 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 Errors and Omissions Coverage 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 "named insured" and the claimant or the claimant's legal representative.

F. Other Insurance

If this Errors and Omissions Coverage and any other coverage form or policy issued to you by us or any company affiliated with us apply to the same "wrongful act", the total maximum Limit of Insurance under all coverage forms and policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition shall not apply to any coverage form or policy issued by us to apply specifically as excess insurance over this Errors and Omissions Coverage. If other valid and collectible insurance is available to the insured for a "loss" we cover under this Errors and Omissions Coverage, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph 2. 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 3. below.

2. Excess Insurance

- a. This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the "Contractors Errors and Omissions Coverage Period" shown in the Supplemental Declarations of this insurance and applies to "property damage".
- b. When this insurance is excess, we will have no duty to defend an insured against any "suit" if any other insurer has a duty to defend such insured against that "suit". If no other insurer defends, we will undertake such defense, but we will be entitled to the "named insured's" rights against any other insurers.
- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the "loss", if any, that exceeds:
 - (1) The total amount that all such other insurance would pay for the "loss" in the absence of this insurance; plus
 - (2) The total of all deductible and self-insured amounts underlying all such insurance and this Errors and Omissions Coverage.

- d. 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 Supplemental Declarations of this Errors and Omissions Coverage. The method of sharing shall be as described in Paragraph 3. below.

3. Method Of Sharing

- a. If all other insurance permits contribution by equal shares, we will follow this method as well. 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.
- b. 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.

G. Representations

By accepting this policy, you agree:

- 1. The statements in the Supplemental Declarations are accurate and complete;
- 2. Those statements are based upon representations you made to us; and
- 3. We have issued this policy in reliance upon those representations.

H. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Errors and Omissions Coverage to the first "Named Insured", this insurance applies:

- 1. As if each "Named Insured" were the only "Named Insured"; and
- 2. Separately to each insured against whom a "claim" is made or a "suit" is brought.

I. Transfer of Rights of Recovery Against Others to Us

If an insured has rights to recover all or part of any payment we have made under this Errors and Omissions Coverage, those rights are transferred to us. An insured must do nothing after loss to impair them. At our request, an insured will bring "suit" or transfer those rights to us and help us enforce them.

J. Insured's Representative Clause

By acceptance of this Errors and Omissions Coverage, the first "Named Insured" shown in the Supplemental Declarations agrees to act on behalf of all insureds with respect to the giving

and receiving of notice of "claim", the acceptance of endorsements, the giving or receiving of any other notice provided for in this Errors and Omissions Coverage, and the exercising or declining to exercise any right to an Extended Reporting Period, and agree that such first "Named Insured" shall act on behalf of all insureds.

K. Headings

The descriptions in the headings of this Errors and Omissions Coverage are solely for convenience and form no part of the terms and conditions of coverage.

SECTION VI - DEFINITIONS

A. "Actual Original Cost" means:

The original amount paid to the insured by the claimant for the original work.

B. "Advertising injury" means:

Injury arising out of one or more of the following offenses:

- 1. 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 in your "advertisement";
- 2. Oral or written publication of material that violates a person's right of privacy;
- 3. Misappropriation of advertising ideas or style of doing business; or
- 4. Infringement of copyright, title or slogan.

C. "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:

- 1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- 2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

D. "Bodily injury" means:

Bodily injury, bodily sickness or bodily disease sustained by a person, including death resulting from any of these at any time.

E. "Claim" means:

A written demand or "suit" which seeks monetary damages for:

- 1. "Property damage" to "your product";
- 2. "Property damage" to "your work"; or

3. "Property damage" to "impaired property" arising out of a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work".

F. "Contractors Errors and Omissions Coverage Period" means:

The period of time for which coverage is provided by this Errors and Omissions Coverage as shown in the Supplemental Declarations.

G. "Contractor Services" means:

Only those services shown in Item 1. of the Supplemental Declarations.

H. "Defense costs" means:

Reasonable and necessary fees, costs and expenses consented to by us resulting solely from the investigation, adjustment, defense and appeal of a "claim" or "suit" against you.

In no event shall "Defense Costs" include your or our routine on-going expenses, including, without limitation, the salaries of your or our "employees", officers or staff attorneys.

I. "Electronic data" means:

Information, facts or programs:

1. Stored as or on;
2. Created or used on; or
3. 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.

J. "Employee":

1. Includes a "leased worker".
2. Does not include a "temporary worker".

K. "Executive Officer" means:

A person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

L. "Exterior insulation and finishing system" means:

A type of building exterior wall cladding system that provides exterior walls with an insulated finished surface and waterproofing in an integrated composite material system.

M. "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.

N. "Impaired property" means:

Tangible property, other than "your product" or "your work", that cannot be used or is less useful because it incorporates "your product" or "your work" that is found to be defective, deficient, inadequate or dangerous but only if such "impaired property" can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work".

"Impaired property" does not include property that is impaired due to:

1. You or anyone acting on your behalf knowingly failing to fulfill the terms of a contract or agreement; or
2. The result of sudden and accidental physical injury to "your product" or "your work".

O. "Interrelated wrongful acts" mean:

All "wrongful acts" related to a specific job or project for a specific customer at a specific location or premises that contributed to a covered "claim".

P. "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" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

Q. "Loss(es)" means:

Monetary amounts to which this insurance applies and which you are legally obligated to pay for judgments, settlements, pre- and post-judgment interest on that part of any judgment paid by us, "defense costs" and supplementary payments.

However, "loss" shall not include:

1. Civil or criminal fines or penalties imposed by law;
2. Any amounts for which you are not financially liable or for which there is no legal recourse against you;
3. The costs and expenses of complying with any injunctive or other form of equitable relief;
4. Punitive or exemplary damages, the multiplied portion of multiplied damages; or
5. Matters which may be deemed uninsurable under the law.

R. "Named Insured" means:

The person or organization designated in the Supplemental Declarations.

S. "Personal injury" means:

Injury, other than "bodily injury" arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. 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;
4. 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;
5. Oral or written publication of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement"; or
7. Infringing on another's copyright, trade dress or slogan in your "advertisement".

T. "Pollutants" mean:

Any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, petroleum products and their byproducts and waste. Waste includes material to be recycled, reconditioned or reclaimed. Pollutants include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment.

U. "Professional services" means:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory or inspection activities performed as part of any related architectural or engineering activities.

V. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to have taken place at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to have taken place at the time of the incident that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

W. "Suit" means:

A civil proceeding in which monetary damages are alleged because of "claims" to which this insurance applies. "Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent; or
3. An appeal of such a civil proceeding.

X. "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.

Y. "Wrongful Act" means:

Any actual or alleged negligent act, error or omission resulting in "property damage", arising out of the performance of "contractor services" as described in Item 1. of the Supplemental Declarations.

Z. "Your product" 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.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

AA. "Your work" 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APARTMENT BUILDINGS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Premises Number	SCHEDULE	Premises Description
A. Paragraph A.5. Additional Coverages of Section I - Property is amended as follows: The Pollutant Clean Up And Removal Limit of Insurance under Subparagraph h. is increased to \$25,000. B. The following coverages are added to Paragraph A.5. Additional Coverages of Section I - Property: a. Ordinance Or Law - Equipment Coverage (1) Subject to Paragraph (2), if a Covered Cause of Loss occurs to equipment that is Covered Property, we will pay to repair or replace the equipment as required by law. (2) If a Covered Cause of Loss occurs to refrigeration equipment that is Covered Property, we will pay: (a) The cost to reclaim the refrigerant as required by law; (b) The cost to retrofit the equipment to use a non-CFC refrigerant as required by the Clean Air Act of 1990, and any amendments thereto or any other similar laws; and (c) The increased cost to recharge the system with a non-CFC refrigerant. (3) The terms of this coverage apply separately to each piece of covered equipment. (4) We will not pay under this endorsement for the costs associated with the enforcement of or compliance with any 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", "fungi", wet or dry rot or bacteria. (5) Loss to the equipment will be determined as follows: (a) If the equipment is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:		

- (i) The amount you actually spend to repair the equipment, but not for more than the amount it would cost to replace the equipment with equipment of the same kind and quality; or
 - (ii) The Limit Of Insurance shown in the Declarations as applicable to the covered Building or Business Personal Property.
 - (b) If the equipment is not repaired or replaced, we will not pay more than the lesser of:
 - (i) The actual cash value of the equipment at the time of loss; or
 - (ii) The Limit Of Insurance shown in the Declarations as applicable to the Building or Business Personal Property.
 - (c) We will not pay for loss due to any ordinance or law that:
 - (i) You were required to comply with before the loss, even if the equipment was undamaged; and
 - (ii) You failed to comply with.
- b. Lock Replacement**
- (1) We will pay for the cost to repair or replace locks at the premises described in the Schedule due to theft or other loss to keys.
 - (2) The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$5,000.
 - (3) A per occurrence deductible of \$100 will apply.
- c. Tenant Move-back Expenses**
- (1) We will pay for expenses that you incur to move your tenants back to the described premises from a temporary location in the event that your tenants must temporarily vacate a Building at the premises described in the Schedule due to untenability. The vacancy must result from a direct physical loss or damage to your Covered Property caused by or resulting from a Covered Cause of Loss.
 - (2) We will only pay for the following expenses:
 - (a) Packing, transporting and unpacking of tenants' property; and
 - (b) The net cost to reestablish the tenants' utility and telephone services, after any refunds due the tenants.
- (3) We will only pay for expenses listed in Paragraphs (2)(a) and (2)(b) above that you incur within 60 days of the date that the damaged building has been repaired or rebuilt.
 - (4) The most we will pay under this Additional Coverage in any one occurrence at each premises described in the Schedule is \$15,000.
- C. If the Employee Dishonesty Optional Coverage is shown as an applicable coverage in the Declarations, the following is added to Paragraph 3. Employee Dishonesty of Paragraph G. Optional Coverages of Section I - Property and is subject to the provisions of that paragraph:**
- We will also pay for loss of or damage to "money", "securities" and "other property" sustained by your tenant resulting directly from theft committed by an identified employee, acting alone or in collusion with other persons.
- The property covered under this coverage is limited to property:
- a. That your tenant owns or leases;
 - b. That your tenant holds for others; or
 - c. For which your tenant is legally liable;
- while the property is in a covered Building at the premises described in the Schedule.
- However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your tenant. Any claim for loss that is covered under this coverage must be presented by you.
- With respect to the Employee Dishonesty Optional Coverage in Paragraph G.3., other property means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.
- D. The following are added to Paragraph A. Coverages of Section II - Liability:**
- 1. Tenants' Property Legal Liability Coverage**
- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies to a "tenant's property" (or the property of others for which the tenant is legally liable) only while the property is in your care, custody or control inside your leased unit, apartment or storage at the premises described in the Schedule. 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 "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 Paragraph e.;
- (2) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit of Insurance for this coverage; and
- (3) 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 the Tenants' Property Legal Liability Coverage.

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

- b. This coverage applies to "property damage" only if:
 - (1) The "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) The "property damage" occurs during the policy period.
- c. This coverage does not apply to:
 - (1) "Property damage" to any land motor vehicle, trailer or semitrailer stored by a tenant at the premises described in the Schedule.
 - (2) "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 that the insured would have in the absence of the contract or agreement.
 - (3) Liability arising out of intentional "property damage" or dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property.
 - (4) Liability arising out of your "sale and disposal operations".
 - (5) Any loss covered under **Section I - Property**.

- d. The Supplementary Payments provision applicable to the Bodily Injury, Property Damage and Personal And Advertising Injury Liability Coverages also applies to this Tenants' Property Legal Liability Coverage.
- e. The most we will pay for the sum of all damages under Tenants' Property Legal Liability Coverage because of "property damage" to "tenants' property" in any one "occurrence" is \$10,000. This limit applies separately to each premises described in the Schedule.
- f. The **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition under Paragraph E. **Liability And Medical Expenses General Conditions of Section II - Liability** applies to Tenants' Property Legal Liability Coverage.

2. Lock-out Or Sale, Removal And Disposal Liability Coverage

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of acts or omissions arising out of a "lock-out", or the sale, removal or disposal of "tenants' property" in the course of "sale and disposal operations". 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 acts or omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any act or omission and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Paragraph e.
 - (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 this Lock-out Or Sale, Removal And Disposal Liability Coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under that Supplementary Payments provision.
- b. This coverage applies only to an act or omission which takes place in the "coverage territory" and during the policy period.
- c. This coverage does not apply to:

- (1) Liability for damages which the insured is obligated to pay by reason of the assumption of 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.
- (2) Liability arising out of dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property.
- d. The Supplementary Payments provision applicable to the Bodily Injury, Property Damage and Personal And Advertising Injury Liability Coverages also applies to this Lock-out Or Sale, Removal And Disposal Liability Coverage.
- e. The most we will pay for the sum of all damages because of all acts or omissions arising out of a "lock-out", or the sale, removal or disposal of "tenants' property" under the Lock-out Or Sale, Removal And Disposal Liability Coverage is \$5,000 in any annual period starting with the beginning of the policy period shown in the Declarations. This limit applies separately to each premises described in the Schedule.
- f. The following replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition under Paragraph E. **Liability And Medical Expenses General Conditions of Section II - Liability** for the **Lock-out Or Sale, Removal And Disposal Liability Coverage**:

Duties In The Event Of Claim Or Suit As A Result Of A Lock-out Or Sale, Removal Or Disposal Of Tenants' Property

- a. You must see to it that we are notified as soon as possible of a "lock-out", or the sale, removal or disposal of "tenants' property" which may result in a claim. To the extent possible, notice should include how, when and where the "lock-out" or sale, removal or disposal of "tenants' property" took place.
- b. If a claim is made or "suit" is brought against any insured as a result of a "lock-out" or sale, removal or disposal of "tenants' property", 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 our 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 an action to which this insurance may apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

3. Heating Or Air Conditioning Loss Reimbursement Coverage

- a. We will reimburse you for payments you make voluntarily or because of a demand for a per diem remuneration of rent from a tenant as a result of the complete loss of heat or air conditioning to a tenant's leased unit or apartment due to mechanical breakdown or electrical failure of the heating or air conditioning system at the premises described in the Schedule.

The amount of such reimbursement is limited as described in Paragraph e. below. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This coverage applies only if:
 - (1) The mechanical breakdown or electrical failure of the heating or air conditioning system at the premises described in the Schedule occurred during the policy period; and

- (2) You have received a notarized notification of a demand for a per diem remuneration of rent from a tenant within 90 days after the mechanical breakdown or electrical failure of the heating or air conditioning system at the premises described in the Schedule; or
 - (3) You reasonably determine that a voluntary payment to the tenant is necessary to prevent "bodily injury" or "property damage".
- c. We shall have no duty or obligation to defend the insured or perform acts or services.
 - d. This coverage does not apply to:
 - (1) Expenses incurred by you to repair or replace the heating or air conditioning system at the premises described in the Schedule.
 - (2) "Bodily injury", "property damage" and "personal and advertising injury".
 - e. The most we will reimburse you for the sum of all voluntary payments and demands for per diem reimbursement by tenants under the Heating Or Air Conditioning Loss Reimbursement Coverage is \$5,000 as the result of any one mechanical breakdown or electrical failure of the heating or air conditioning system at a premises described in the Schedule and \$10,000 in any annual period starting with the beginning of the policy period shown in the Declarations.
 - f. The following replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition under Paragraph E. **Liability And Medical Expenses General Conditions of Section II - Liability** for the **Heating Or Air Conditioning Loss Reimbursement Coverage**:

Duties In The Event Of A Heating Or Air Conditioning System Failure

 - a. You must notify us as soon as possible of a demand for remuneration from a tenant or of a payment you make voluntarily. The notice should include:
 - (1) A notarized letter from the tenant of the demand for remuneration;
 - (2) A written description by you of how, when and where the mechanical breakdown or electrical failure of the heating or air conditioning system occurred;
 - (3) The name and address of the affected tenant; and
 - (4) A cancelled check or money order written to the tenant.
 - b. At our request, give us complete information as to:
 - (1) The cause of the mechanical breakdown or electrical failure of the heating or air conditioning system; and
 - (2) The actions you took to have the heating or air conditioning system repaired or replaced by a competent technician as soon as possible.
 - c. Cooperate with us in the review of the reimbursement.

E. For coverage provided under this endorsement, the following are added to Paragraph F. Liability And Medical Expenses Definitions under Section II - Liability:

- 1. "Lock-out" means denying a tenant access to the "tenants' property" or the occupancy of an apartment the tenant is renting, leasing or otherwise occupying.
- 2. "Sale and disposal operations" means all activities you conduct to reclaim an apartment or storage space when a tenant's rent is delinquent or unpaid.
- 3. "Tenants' property" means "money", "securities" and other tangible property having intrinsic value that belongs to your tenants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESTAURANT - EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises Number

Premises Description

A. The following are added to Paragraph A.5. Additional Coverages of Section I - Property:

a. Brands And Labels

- (1)** If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:
 - (a)** Stamp the word salvage on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
 - (b)** Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.
- (2)** We will pay reasonable costs you incur to perform the activity described in Paragraph **(a)** or **(b)** above. But the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.

b. Ordinance Or Law - Equipment Coverage

- (1)** Subject to Paragraph **(2)**, if a Covered Cause of Loss occurs to equipment that is Covered Property, we will pay to repair or replace the equipment as required by law.
- (2)** If a Covered Cause of Loss occurs to refrigeration equipment that is Covered Property, we will pay:
 - (a)** The cost to reclaim the refrigerant as required by law;
 - (b)** The cost to retrofit the equipment to use a non-CFC refrigerant as required by the Clean Air Act of 1990, and any amendments thereto or any other similar laws; and
 - (c)** The increased cost to recharge the system with a non-CFC refrigerant.
- (3)** The terms of this coverage apply separately to each piece of covered equipment.
- (4)** We will not pay under this Additional Coverage for the costs associated with

the enforcement of or compliance with any 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", "fungi", wet rot or dry rot.

(5) Loss to the equipment will be determined as follows:

(a) If the equipment is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

(i) The amount you actually spend to repair the equipment, but not for more than the amount it would cost to replace the equipment with equipment of the same kind and quality; or

(ii) The Limit Of Insurance shown in the Declarations as applicable to the covered Building or Business Personal Property.

(b) If the equipment is not repaired or replaced, we will not pay more than the lesser of:

(i) The actual cash value of the equipment at the time of loss; or

(ii) The Limit Of Insurance shown in the Declarations as applicable to the Building or Business Personal Property.

(c) We will not pay for loss due to any ordinance or law that:

(i) You were required to comply with before the loss, even if the equipment was undamaged; and

(ii) You failed to comply with.

c. Loss of Keys

(1) We will pay for the cost to replace locks and keys at the described premises due to lost keys for other than theft.

(2) The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$1,000.

(3) A per occurrence deductible of \$100 will apply.

d. Spoilage Coverage - Contamination And Power Outage

(1) We will pay for the loss of "perishable stock" caused by:

(a) Contamination by a refrigerant; and

(b) Power outage, meaning change in temperature or humidity resulting

from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

(2) The most we will pay for loss under this Additional Coverage is \$10,000 unless a different Limit Of Insurance for spoilage coverage is shown in the Declarations.

(3) The value of the "perishable stock" will be the selling price, as if no loss or damage had occurred, less discounts and expenses you otherwise would have had.

(4) This Additional Coverage does not apply if the spoilage results from:

(a) Earth movement;

(b) Governmental action;

(c) Nuclear hazard;

(d) War and military action;

(e) Water;

(f) The disconnection of any refrigerating, cooling or humidity control system from the source of power;

(g) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;

(h) The inability of an electrical utility company or other power source to provide sufficient power due to:

(i) Lack of fuel; or

(ii) Governmental order;

(i) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; and

(j) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

(5) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of that deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this Additional Coverage.

(6) You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us within 10 days, the spoilage coverage provided by this Additional Coverage will be automatically suspended at the involved location.

However, coverage provided by this Additional Coverage is restored upon:

- (a) Reinstatement of the applicable refrigeration maintenance or service agreement; or
- (b) Procurement of a replacement refrigeration maintenance or service agreement.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the insured location, and the servicing and repair of the equipment, including emergency response at the insured location.

e. Food Contamination

- (1) If your business at the described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination", we will pay:
 - (a) Your expense to clean your equipment as required by the Board of Health or any other governmental authority;
 - (b) Your expense to replace food which is, or is suspected to be, contaminated;
 - (c) Your expense to provide necessary medical tests or vaccinations for your employees (including temporary or leased employees) who are potentially infected by the "food contamination". However, we will not pay for any expense that is otherwise covered under a Workers' Compensation policy;
 - (d) The loss of Business Income you sustain due to the necessary suspension of your "operations". The coverage for Business Income will begin 24 hours after you receive notice of closing from the Board of Health or any other governmental authority; and
 - (e) Additional advertising expenses you incur to restore your reputation.
- (2) The definition of Business Income in the Business Income Additional Coverage also applies to this Food Contamination Additional Coverage.
- (3) The most we will pay for all loss in any one occurrence under Paragraphs (1)(a) through (1)(d), including Business

Income, is \$10,000, unless a higher Food Contamination Limit Of Insurance is indicated in the Declarations.

The most we will pay for all loss in any one occurrence under Paragraph (1)(e) is \$3,000, unless a higher Additional Advertising Expenses Limit Of Insurance is indicated in the Declarations.

- (4) We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination" at the described premises.

- (5) With respect to the coverage provided under this Paragraph e., Exclusion B.1.j. Virus Or Bacteria in **Section I - Property** does not apply.

- B.** If the Employee Dishonesty Optional Coverage is shown as an applicable coverage in the Declarations, the following is added to Paragraph 3. **Employee Dishonesty** of Paragraph G. **Optional Coverages of Section I - Property** and is subject to the provisions of that paragraph:

We will also pay for loss of or damage to "money", "securities" and "other property" sustained by your customer resulting directly from theft committed by an identified employee, acting alone or in collusion with other persons.

The property covered under this coverage is limited to property:

- a. That your customer owns or leases; or
- b. That your customer holds for others.

Coverage applies only while the property is in a covered Building at the premises described in the Declarations.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your customer. Any claim for loss that is covered under this coverage must be presented by you.

- C.** For coverage provided under this endorsement, the following definitions are added to Paragraph H. **Property Definitions of Section I - Property:**

- 1. "Food contamination" means an outbreak of food poisoning or food-related illness of one or more persons arising out of:
 - a. Tainted food you distributed or purchased;
 - b. Food which has been improperly processed, stored, handled or prepared in the course of your business operations; or
 - c. Food which has been contaminated by

virus or bacteria transmitted through one or more of your employees, including temporary or leased employees.

2. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property specifically excluded under this policy.
3. "Perishable stock" means property:
 - a. Maintained under controlled temperature or humidity conditions for its preservation; and
 - b. Susceptible to loss or damage if the controlled temperature or humidity conditions change.

D. The following are added to Paragraph A. Coverages of Section II - Liability:

1. Delivery Errors And Omissions Coverage

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a failure to deliver or a misdelivery of items you hold for sale by you, any of your "employees" or by a concessionaire trading under your name. 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 delivery errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any misdelivery or failure to deliver and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Paragraph 1.e. below;
 - (2) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit Of Insurance for this coverage; and
 - (3) 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 this Delivery Errors And Omissions Coverage.
- b. This coverage applies only to errors in deliveries that take place or omissions of such deliveries that should have taken place in the "coverage territory" and during the policy period.
- c. This coverage does not apply to:

- (1) Intentional error or intentional misdelivery or failure to deliver "your product".
- (2) "Bodily injury", "property damage" or "personal and advertising injury".
- (3) Discrimination based on a customer's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.

- d. The Supplementary Payments provision applicable to the Bodily Injury, Property Damage, and Personal And Advertising Injury Liability Coverages also applies to this Delivery Errors And Omissions Coverage.
- e. The most we will pay for the sum of all damages under this coverage because of all failures or misdeliveries is \$10,000 in any annual period starting with the beginning of the policy period shown in the Declarations. This limit applies separately to each premises described in the Declarations.
- f. The following replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition under Paragraph E. **Liability And Medical Expenses General Conditions of Section II - Liability** for the **Delivery Errors Or Omissions Coverage**:

Duties In The Event Of A Delivery Error Or Omission

- (1) You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
 - (a) How, when and where the error or omission took place; and
 - (b) The name(s) and address(es) of the affected customer(s).
- (2) If a claim is made or "suit" is brought against any insured, you must:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) 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.
- (3) You and any other involved insured must:
 - (a) Immediately send us copies of any demands, notices,

summonses or legal papers received in connection with the claim or "suit";

- (b) Authorize us to obtain records and other information;
- (c) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
- (d) 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 error or omission to which this insurance may apply.

- (4) No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

2. Merchandise Withdrawal Expenses Coverage

- a. We will reimburse you for "merchandise withdrawal expenses" incurred because of "merchandise withdrawal" to which this insurance applies.
- b. This insurance applies to a "merchandise withdrawal" only if the "merchandise withdrawal" is initiated in the "coverage territory" during the policy period because:
 - (1) You determine that the "merchandise withdrawal" is necessary; or
 - (2) An authorized government entity has ordered you to conduct a "merchandise withdrawal".
- c. The initiation of a "merchandise withdrawal" will be deemed to have been made only at the earliest of the following times:
 - (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "merchandise withdrawal". This applies regardless of whether the determination to conduct a "merchandise withdrawal" is made by you or is requested by a third party; or
 - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "merchandise withdrawal".

- d. "Merchandise withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "merchandise withdrawal".
- e. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit Of Insurance for this coverage.
- f. This insurance does not apply to "merchandise withdrawal expense" arising out of:

- (1) Any "merchandise withdrawal" initiated due to:

- (a) The failure of "your product" to accomplish its intended purpose, including any breach of warranty of any kind, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury".

- (b) Copyright, patent, trade secret, trade dress or trademark infringement.

- (c) Transformation of a chemical nature, deterioration, or decomposition of "your product". This exclusion does not apply if it is caused by:

- (i) An error in manufacturing, design, or processing;

- (ii) Transportation of "your product"; or

- (iii) "Merchandise tampering".

- (d) Expiration of the designated shelf life of "your product"; or

- (2) A "defect" in "your product" known to exist by you or your "executive officers", prior to the date this endorsement was first issued to you or prior to the time "your product" leaves your control or possession;

- (3) Recall of any specific product for which "bodily injury" or "property damage" is excluded under Paragraph A. **Coverages of Section II - Liability** by endorsement;

- (4) Recall when "your product" or a component contained within "your product" has been:

- (a) Banned from the market by an authorized government entity prior to the policy period; or

- (b) Distributed or sold by you subsequent to any governmental ban;
- (5) The defense of a claim or "suit" against you for liability arising out of a "merchandise withdrawal"; or
- (6) The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".
- g. The most we will reimburse you for the sum of all "merchandise withdrawal expenses" incurred for all "merchandise withdrawals" initiated during the policy period is \$25,000.
- h. The following replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition under Paragraph **E. Liability And Medical Expenses General Conditions of Section II - Liability** for the **Merchandise Withdrawal Expenses Coverage**:

Duties In The Event Of A Defect Or A Merchandise Withdrawal

- (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product" or any governmental investigation, that may result in a "merchandise withdrawal". To the extent possible, notice should include:
 - (a) How, when and where the "defect" was discovered;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".
- (2) If a "merchandise withdrawal" is initiated, you must:
 - (a) Immediately record the specifics of the "merchandise withdrawal" and the date it was initiated; and
 - (b) Notify us as soon as practicable.
You must see to it that we receive written notice of the "merchandise withdrawal" as soon as practicable.
- (3) You must promptly take all reasonable steps to mitigate the expenses associated with a "merchandise withdrawal". Any "profit" that you receive from mitigating the expenses will be

deducted from the amount of reimbursement that you will receive for "merchandise withdrawal expenses".

- (4) You and any other involved insured must:
 - (a) Immediately send us copies of pertinent correspondence received in connection with the "merchandise withdrawal";
 - (b) Authorize us to obtain records and other information; and
 - (c) Cooperate with us in our investigation of the "merchandise withdrawal".

E. For coverage provided under this endorsement, the following are added to Paragraph F. Liability And Medical Expenses Definitions of Section II - Liability:

- 1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
- 2. "Merchandise tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury".

When "merchandise tampering" is known, suspected or threatened, a "merchandise withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

- 3. "Merchandise withdrawal" means the recall or withdrawal:
 - a. From the market; or
 - b. From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury".
- 4. "Merchandise withdrawal expenses" means those reasonable and necessary extra expenses listed below, paid and directly related to a "merchandise withdrawal":
 - a. Costs of notification;
 - b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - c. Costs of overtime paid to your regular nonsalaried employees and costs incurred by your employees including costs of transportation and accommodations;

- d. Costs of computer time;
 - e. Costs of hiring independent contractors and other temporary employees;
 - f. Costs of transportation, shipping or packaging;
 - g. Costs of warehouse or storage space; or
 - h. Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your cost to produce the products.
5. "Profit" means the positive gain from business operations after subtracting for all expenses.
- F. With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed in conjunction with the conduct of your restaurant operation, when conducted by you or on your behalf, Paragraph **a.** of the definition of "products-completed operations hazard" in Paragraph **F. Liability And Medical Expenses Definitions of Section II - Liability** is replaced by the following:
- a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS - AUTOMATIC STATUS WHEN REQUIRED IN
CONSTRUCTION CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

A. Paragraph C. Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you have performed operations, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) is an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", or "property damage".

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

C. Any coverage provided under this endorsement shall be excess over any other valid and collectible insurance available to the additional insured(s) whether primary, excess, contingent or any other basis unless a contract specifically requires that this insurance be primary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERGROUND STORAGE TANK DEDUCTIBLE COVERAGE (OHIO)

THIS COVERAGE FORM PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE FORM CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

LIMITS OF INSURANCE:

EACH CLAIM	\$11,000
AGGREGATE	
DEFENSE EXPENSE AMOUNT	\$10,000

DESCRIPTION OF UNDERGROUND STORAGE TANKS

NUMBER OF TANKS:
PREMISES NUMBER:

1. We will pay any deductible you must pay as a result of:
 - a. A claim approved by the Petroleum Underground Storage Tank Release Compensation Board for payment from the Petroleum Underground Storage Tank Financial Assurance Fund; or
 - b. A claim eligible for payment from the Petroleum Underground Storage Tank Financial Assurance Fund but which does not exceed your deductible for:
 - (1) Taking "corrective action"; or
 - (2) Compensating third parties, for "bodily injury" or "property damage";
 caused by "accidental release" of "petroleum" from the "underground storage tank systems" described in the Schedule.
2. This insurance applies to "accidental release" only if:
 - a. The "accidental release" commenced during the policy period; and
 - b. It is both discovered and reported to us during the policy period or within six months after termination of the policy.
3. The following exclusion is added:

This insurance does not apply to an "accidental release" at a premises you have: sold; leased to others; given away; abandoned; or, otherwise alienated.
4. We will have the right and duty to defend the insured against any claim or "suit" brought by the (Ohio) Petroleum Underground Storage Tank Release Compensation Board seeking:
 - a. "Corrective action"; or
 - b. Damages for compensating third parties because of "bodily injury" or "property damage";

caused by "accidental release" of "petroleum" from the "underground storage tank systems" described in the Schedule, and to pay for "defense expense". "Defense expense" payments are subject to the Defense Expense Amount shown in the Schedule.

However, we will have no duty to defend the insured against, or to pay for "defense expense" for, suits seeking damages, or seeking "corrective action", not covered by this policy.

We may at our discretion investigate any "accidental release" and settle any "suit" or claim for "bodily injury", "property damage" or "corrective action" that may result.

Our duty to defend and to pay for "defense expense" is limited as described in Paragraph 5. Limits Of Insurance and Defense Expense Amount and ends when we have used up the Defense Expense Amount in payments of "defense expense".

This applies both to claims or "suits" pending at that time and those filed thereafter.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or "suit" to which this insurance applies and for which an applicable limit of insurance is available for payment of damages or "corrective action", up to \$250 for fire department inspection fees for "underground storage tank" removal if such removal is ordered by the Bureau of Underground Storage Tank Regulations.

This amount will not reduce the Limits Of Insurance or Defense Expense Amount.

5. Limits Of Insurance and Defense Expense Amount

The Limits Of Insurance shown in the Schedule are the most we will pay, regardless of the number of insureds, claims made, or persons or organizations making claims.

- a.** The Each Claim Limit is the most we will pay for any one claim for expenses of taking "corrective action" and damages because of "bodily injury" or "property damage".
- b.** Subject to **a.** above, the Aggregate Limit is the most we will pay for the sum of all expenses because of taking "correction action" and damages because of "bodily injury" or "property damage".

The Limits Of Insurance apply separately to each consecutive policy 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.

Defense Expense Amount

The Defense Expense Amount shown in the Schedule is the most we are obligated to pay for "defense expense", regardless of the number of insureds, claims made or "suits" brought, persons or organizations making claims or bringing "suit", or "accidental releases".

Each payment we make for "defense expense" reduces the Defense Expense Amount but will not reduce the Limits Of Insurance.

The Defense Expense Amount applies 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 Defense Expense Amount.

6. Additional Definitions

With respect to the coverage provided under this endorsement:

- a.** The terms "accidental release", "corrective action", "petroleum", "underground storage tank" and "underground storage tank system" are as these terms are defined in Section 3737.87 of the Ohio Revised Code.
- b.** "Defense expense" means payment allocated to a specific claim or "suit" we investigate, settle or defend, for its investigation, settlement or defense, including:
 - (1)** Fees and salaries of attorneys and paralegals we retain, including attorneys and paralegals who are our employees.
 - (2)** Fees of attorneys the insured retains when by mutual agreement or court order the insured is given the right to retain defense counsel to defend a "suit".

"Defense expense" does not include salaries and expenses of our employees or the insured's employees (other than those described in **(1)** above) and does not include fees and expenses of independent adjusters we hire.

All other terms and conditions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**VOLUNTARY PROPERTY DAMAGE
and
CARE, CUSTODY OR CONTROL COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

- A.** Under **Paragraph A.1. Business Liability**, coverage is extended to apply to damage to property of others while in your care, custody or control, subject to the following:
- 1.** The damage must take place away from premises you own, rent or occupy.
 - 2.** The most we will pay under this extension of coverage is \$5,000 each "occurrence", subject to a \$25,000 General Aggregate Limit. This is the most we will pay regardless of the number of insureds, claims made or "suits" brought during the policy period.
 - 3.** A \$500 deductible will apply to each "occurrence". We shall pay only the difference between this deductible and the Limits Of Insurance provided in this endorsement.
- B.** Under Paragraph **B.1. Exclusions Applicable To Business Liability Coverage**, Items **k.(3)**, **k.(4)**, and **k.(5)** will not apply to "property damage" coverage provided in this endorsement.

All other terms and provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SERVICE AND SALES PLUS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

These coverages are subject to the terms and conditions applicable to coverage in this policy except as provided below:

SECTION I - PROPERTY

A. FALSE PRETENSE COVERAGE

1. We will pay for "loss" to "autos" held for sale by an auto service and repair operation due to:
 - a. Someone causing you to voluntarily part with the covered "auto" by trick, scheme or under false pretenses.
 - b. Your acquiring an "auto" from a seller who did not have legal title.

The most we will pay is \$25,000 for all "loss" caused by any one person within any one year of the policy period.

2. Exclusions

- a. The insurance of this coverage does not apply unless:
 - (1) You had legal title to, or consignment papers for, the covered "auto" prior to "loss"; and
 - (2) You make every effort to recover the covered "auto" when it is located.
- b. False Pretense Coverage does not apply to a loss which, for any reason, a bank or any other drawee fails to pay.

3. **Deductible** - We will not pay for "loss" under this coverage until the "loss" exceeds a deductible amount of \$500. From our obligation under False Pretense Coverage, we will deduct the actual value of any property delivered to you in full or partial payment for title to or possession of a covered "auto".

If a "loss" is covered under this endorsement and also covered under insurance provided elsewhere in this policy issued to you by us or any company affiliated with us, the "loss" amounts will be combined for purposes of applying a deductible and only the largest of the applicable deductibles will apply.

4. **Definitions** - With respect to the insurance provided by this coverage:
 - a. "Auto" means a land motor vehicle or trailer.
 - b. "Loss" means direct and accidental loss or damage.

5. **Condition** - Under **Section I - Property**, the following is added to Paragraph **E. Property Loss Conditions**, item **3. Duties In The Event Of Loss or Damage**:

You, or someone on your behalf, must take all reasonable steps to cause a warrant to be issued, as soon as practicable, for the arrest of anyone causing a "loss" defined within the False Pretense Coverage. Failure to cause such warrant to be issued as required by this Condition shall not invalidate any claim made by you, if it is shown that reasonable efforts were made.

B. PHYSICAL DAMAGE - AUTOS HELD FOR SALE BY NON-DEALERS:

With respect to "autos" held for sale by non-dealers:

1. Regardless of the number of covered "autos" involved in the "loss," the most we will pay for all "loss" at any one location or to vehicles in transit is \$100,000.
2. **Deductible** - A \$500 DEDUCTIBLE FOR EACH "AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO A \$2,500 MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT APPLIES. A \$500 DEDUCTIBLE FOR EACH "AUTO" FOR "LOSS" CAUSED BY COLLISION APPLIES.

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by any applicable deductible(s) shown above for this coverage, provided that, regardless of the number of covered "autos" damaged or stolen, the maximum deductible shown above as applicable to theft or mischief or vandalism

applies for all "loss" in any one event caused by theft or mischief or vandalism.

Sometimes to settle a claim or "suit," we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

If a loss is covered under this endorsement and also covered under insurance provided elsewhere in this policy issued to you by us or any company affiliated with us, the loss amounts will be combined for purposes of applying a deductible and only the largest of the applicable deductibles will apply.

3. Definition - With respect to the insurance provided by this coverage:

- a. "Auto" means a land motor vehicle or trailer.
- b. "Loss" means direct and accidental loss or damage.

4. Exclusions

- a. We will not pay for "loss" to a covered "auto" caused by or resulting from:
 - (1) Someone causing you to voluntarily part with it by trick or scheme or under false pretenses; or
 - (2) Your acquiring an "auto" from a seller who did not have legal title.
- b. We will not pay for:
 - (1) Your expected profit, including loss of market value or resale value.
 - (2) "Loss" to any covered "auto" displayed or stored at any premises not shown in the Declarations or Change Endorsement if the "loss" occurs more than 45 days after your use of the premises begins.

SECTION II - LIABILITY

A. ERRORS AND OMISSIONS LIABILITY

1. Title Errors And Omissions Coverage

- a. We will pay all sums which the insured legally must pay as damages, because of errors or omissions of "employees" of the named insured arising out of failure of such "employees" to properly specify loss payables or legal owner on title papers for "autos" sold by the insured. We have the right to defend any "suit" asking for these damages. However, we have no duty to defend a "suit" for errors and omissions not covered by this additional coverage. We may investigate and settle any claim or "suit" as we consider

appropriate, but our payment of the limit shown in the Limit Of Insurance section of this coverage ends our duty to defend or settle.

b. Limit Of Insurance

Regardless of the number of insureds, claims made or transactions involved, the most that we will pay for all damages under this coverage is a total of \$300,000 during each annual policy period.

- c. **Exclusion:** Insurance afforded by this endorsement does not apply to, and we shall have no duty to defend, any liability or claim arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by you, any of your partners, officers, "employees", agents, or other party in interest acting alone or in collusion with others.

- d. **Definition** - With respect to the insurance provided by this coverage:

- (1) "Auto" means a land motor vehicle or trailer.
- (2) "Loss" means direct and accidental loss or damage.

2. Truth in Lending Errors And Omissions Coverage

- a. We shall pay on your behalf all sums which you shall become legally obligated to pay as damages solely by operation of Section 130, Civil Liability, of Title 1 (Truth in Lending Act) of the Consumer Credit Protection Act (Public Law 90-321; 82 Stat., 146 et. seq.) because of error or omission in failing to comply with said section of said Act. We shall have the right and duty to defend any "suit" against you seeking damages on account of such error or omission, even if any of the allegations in the "suit" are groundless, false or fraudulent. However, we have no duty to defend "suit" for errors and omissions not covered by this additional coverage. We may make such investigation and settlement of any claim or "suit" as we deem expedient. But our payment of the limit shown in the Limit Of Insurance section of this coverage ends our duty to defend or settle.
- b. **Exclusion:** Insurance afforded by this endorsement does not apply to, and we shall have no duty to defend, any liability or claim arising out of Section 112, Criminal Liability, of Title 1 (Truth in Lending Act) of the Consumer Credit Protection Act (Public Law 90-321; 82 Stat, 146 et. seq.).

- c. **Limit Of Insurance:** Our obligation hereunder shall be limited to the maximum amount of \$300,000 for the aggregate total of all payments for damages arising from transactions completed during the policy period.

3. Federal Odometer Statute Errors And Omissions Coverage

- a. We shall pay on your behalf all sums which you shall become legally obligated to pay as damages solely by operation of Title IV, Odometer Requirements of the Motor Vehicle Information and Cost Savings Act (Public Law 92-513; 86 Stat. 947) because of error or omission committed by you in failing to comply with said Act. We shall have the right and duty to defend any "suit" brought against you seeking damages on account of such error or omission, even if any of the allegations in the "suit" are groundless, false, or fraudulent. However, we have no duty to defend "suit" for errors and omissions not covered by this additional coverage. We may make such investigation and settlement of any claim or "suit" as we deem expedient. But our payment of the limit shown in the Limit Of Insurance section of this coverage ends our duty to defend or settle.
- b. **Exclusion:** Insurance afforded by this endorsement does not apply to, and we shall have no duty to defend, any liability or claim arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by you, any of your partners, officers, "employees," agents, or other party in interest acting alone or in collusion with others.
- c. **Limit Of Insurance:** Our obligation hereunder shall be limited to the maximum amount of \$300,000 for the aggregate total of payments for damages arising from acts of error or omission committed during the policy period.

4. Prior Damage Disclosure Statutes Errors And Omissions Coverage

- a. We shall pay all sums which you shall become legally obligated to pay as damages solely because of error or omission committed by you in failing to comply with any federal, state or local statute which pertains to disclosure of prior damage.

We shall have the right and duty to defend any "suit" brought against you seeking damages on account of such error or omission, even if any of the allegations in the "suit" are groundless, false, or fraudulent. However, we have no duty to defend "suit" for errors and omissions not covered by this additional coverage. We may make such investigation and settlement of any claim or "suit" as we deem expedient. But:

- (1) The amount we will pay for damages is limited as described in the Limits Of Insurance section of this coverage; and
- (2) Our right and duty to defend and when we have used up the applicable Limit Of Insurance in the payment of judgments or settlements.

b. Exclusion:

Insurance afforded by this endorsement does not apply to, and we shall have no duty to defend, any liability or claim arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by you, any of your partners, officers, employees, agents, or other party in interest acting alone or in collusion with others.

c. Limit Of Insurance:

Our obligation hereunder shall be limited to the maximum amount of \$300,000 for the aggregate total of payments of damages arising from acts of error or omission committed during the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFFICE - EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following are added to Paragraph **A.5. Additional Coverages of Section I - Property:**

1. Credit Card And Fund Transfer Card Invoices

- a. We will pay up to \$5,000 for your loss of Credit Card and Fund Transfer Card Invoices resulting from a Covered Cause of Loss. This includes all shipments of these invoices, provided such shipments are:
 - (1) Recorded on your records prior to shipment; and
 - (2) Available to our authorized representative at all reasonable times.
- b. This Additional Coverage does not apply to loss caused by or resulting from:
 - (1) Any dishonest act committed by your employees or persons to whom property is entrusted;
 - (2) Damage to unattended property in or on any motor vehicle other than a public conveyance, unless there is forcible entry into the closed and locked vehicle. There must be visible marks of forcible entry; or
 - (3) Theft of a vehicle that is not recovered within 30 days.

2. Foundations, Bridges, Walks, and Patios

We will pay up to \$10,000 in a policy period for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to:

- a. Foundations of described buildings; or
- b. Bridges, roadways, walks, patios, or other paved surfaces on the described premises.

The cost of excavations, grading, backfilling, or filling when the loss or damage is caused by a Covered Cause of Loss is included.

3. Leasehold Interest

We will pay the leasehold interest expenses that occur due to the cancellation of your

lease. The cancellation must result from 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. The expenses under the leasehold interest coverage means:

- a. The difference between the rent you pay at the described premises and rental value of the described premises that you lease;
- b. The unamortized portion of payments that you made for improvements and betterments to the described building. It does not include the value of improvements and betterments recoverable under any other insurance, but only to the extent of such other insurance.

Improvements and betterments are fixtures, alterations, installations, or additions:

 - (1) Made a part of the building or structure you occupy but do not own; and
 - (2) You acquired or made at your expense but cannot legally remove.
- c. The unamortized portion of an amount of advance rent you paid that will not be refunded to you. This does not include the customary rent due at the beginning of each month or any other rental period.

The most we will pay under this coverage is \$10,000 in any one policy period.

4. Loss Of Keys

- a. We will pay for the cost to replace locks and keys at the described premises due to lost keys for other than theft.
- b. The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$1,000.
- c. A per occurrence deductible of \$100 will apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GROCERY AND CONVENIENCE STORE - EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises Number

Premises Description

A. The following are added to Paragraph A.5. Additional Coverages of Section I - Property:

1. Credit Card And Fund Transfer Card Invoices

- a.** We will pay up to \$5,000 for your loss of Credit Card and Fund Transfer Card Invoices resulting from a Covered Cause of Loss. This includes all shipments of these invoices, provided such shipments are:

- (1)** Recorded on your records prior to shipment; and
- (2)** Available to our authorized representative at all reasonable times.

- b.** This additional coverage does not apply to loss caused by or resulting from:

- (1)** Any dishonest act committed by your employees or persons to whom property is entrusted;
- (2)** Damage to unattended property in or on any motor vehicle other than a public conveyance, unless there is forcible entry into the closed and

locked vehicle. There must be visible marks of forcible entry; or

- (3)** Theft of a vehicle that is not recovered within 30 days.

2. Inventory And Appraisal Expense

- a.** We will pay up to \$1,000 for reasonable expenses, for the taking of inventory and appraisals, incurred by you at our request to assist us in the determination of the amount of a covered loss.
- b.** We will not pay for any expense incurred under Item **2. Appraisal** of Paragraph **E. Property Loss Conditions** or any public adjuster fees.

3. Loss of Keys

- a.** We will pay for the cost to replace locks and keys at the described premises due to lost keys for other than theft.
- b.** The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$1,000.
- c.** A per occurrence deductible of \$100 will apply.

4. Spoilage Coverage - Contamination And Power Outage

- a.** We will pay for the loss of "perishable stock" caused by:
 - (1)** Contamination by a refrigerant; and
 - (2)** Power outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.
- b.** The most we will pay for loss under this Additional Coverage is \$10,000 unless a different Limit Of Insurance for spoilage coverage is shown in the Declarations.
- c.** The value of the "perishable stock" will be the selling price, as if no loss or damage had occurred, less discounts and expenses you otherwise would have had.
- d.** This Additional Coverage does not apply if the spoilage results from:
 - (1)** Earth movement;
 - (2)** Governmental action;
 - (3)** Nuclear hazard;
 - (4)** War and military action;
 - (5)** Water;
 - (6)** The disconnection of any refrigerating, cooling or humidity control system from the source of power;
 - (7)** The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
 - (8)** The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (a)** Lack of fuel; or
 - (b)** Governmental order;
 - (9)** The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; and
 - (10)** Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
- e.** We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of that deductible, up to the applicable Limit Of Insurance. No other deductible in this policy applies to the coverage provided by this Additional Coverage.

- f.** You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us within 10 days, the spoilage coverage provided by this Additional Coverage will be automatically suspended at the involved location.

However, coverage provided by this Additional Coverage is restored upon:

- (1)** Reinstatement of the applicable refrigeration maintenance or service agreement; or
- (2)** Procurement of a replacement refrigeration maintenance or service agreement.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the insured location, and the servicing and repair of the equipment, including emergency response at the insured location.

5. Food Contamination

- a.** If your business at the described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination", we will pay:
 - (1)** Your expense to clean your equipment as required by the Board of Health or any other governmental authority;
 - (2)** Your expense to replace food which is, or is suspected to be, contaminated;
 - (3)** Your expense to provide necessary medical tests or vaccinations for your employees (including temporary or leased employees) who are potentially infected by the "food contamination". However, we will not pay for any expense that is otherwise covered under a Workers' Compensation policy;
 - (4)** The loss of Business Income you sustain due to the necessary suspension of your "operations". The coverage for Business Income will begin 24 hours after you receive notice of closing from the Board of Health or any other governmental authority; and
 - (5)** Additional advertising expenses you incur to restore your reputation.

- b. The definition of Business Income in the Business Income Additional Coverage also applies to this Food Contamination Additional Coverage.
- c. The most we will pay for all loss in any one occurrence under Paragraphs **a.(1)** through **a.(4)**, including Business Income, is \$10,000, unless a higher Food Contamination Limit Of Insurance is indicated in the Declarations. The most we will pay for all loss in any one occurrence under Paragraph **a.(5)** is \$3,000, unless a higher Additional Advertising Expenses Limit Of Insurance is indicated in the Declarations.
- d. We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination" at the described premises.
- e. With respect to the coverage provided under this Paragraph **5.**, Exclusion **B.1.j.** Virus Or Bacteria in **Section I - Property** does not apply.

- B. For coverage provided under this endorsement, the following definitions are added to Paragraph **H. Property Definitions** of **Section I - Property**:
 - 1. "Food contamination" means an outbreak of food poisoning or food-related illness of one or more persons arising out of:
 - a. Tainted food you distributed or purchased;
 - b. Food which has been improperly processed, stored, handled or prepared in the course of your business operations; or
 - c. Food which has been contaminated by virus or bacteria transmitted through one or more of your employees, including temporary or leased employees.
 - 2. "Perishable stock" means property:
 - a. Maintained under controlled temperature or humidity conditions for its preservation; and
 - b. Susceptible to loss or damage if the controlled temperature or humidity conditions change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETAIL - EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The following are added to Paragraph A.5. Additional Coverages of Section I - Property:

1. Brands And Labels

- a.** If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:

(1) Stamp the word salvage on the merchandise or its containers, if the stamp will not physically damage the merchandise; or

(2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

- b.** We will pay reasonable costs you incur to perform the activity described in Paragraph **(1)** or **(2)** above. But the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit Of Insurance on such property.

2. Credit Card And Fund Transfer Card Invoices

- a.** We will pay up to \$5,000 for your loss of Credit Card and Fund Transfer Card Invoices resulting from a Covered Cause of Loss. This includes all shipments of these invoices, provided such shipments are:

(1) Recorded on your records prior to shipment; and

(2) Available to our authorized representative at all reasonable times.

- b.** This Additional Coverage does not apply to loss caused by or resulting from:

(1) Any dishonest act committed by your employees or persons to whom property is entrusted;

(2) Damage to unattended property in or on any motor vehicle other than a public conveyance, unless there is forcible entry into the closed and locked vehicle. There must be visible marks of forcible entry; or

(3) Theft of a vehicle that is not recovered within 30 days.

3. Foundations, Bridges, Walks, and Patios

We will pay up to \$10,000 in a policy period for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to:

- a.** Foundations of described buildings; or
b. Bridges, roadways, walks, patios, or other paved surfaces on the described premises.

The cost of excavations, grading, backfilling, or filling when the loss or damage is caused by a Covered Cause of Loss is included.

4. Inventory And Appraisal Expense

- a.** We will pay up to \$1,000 for reasonable expenses, for the taking of inventory and appraisals, incurred by you at our request to assist us in the determination of the amount of a covered loss.

- b.** We will not pay for any expense incurred under Item **2. Appraisal** of Paragraph **E. Property Loss Conditions** or any public adjuster fees.

5. Leasehold Interest

We will pay the leasehold interest expenses that occur due to the cancellation of your lease. The cancellation must result from 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. The expenses under the leasehold interest coverage means:

- a.** The difference between the rent you pay at the described premises and rental value of the described premises that you lease;

- b. The unamortized portion of payments that you made for improvements and betterments to the described building. It does not include the value of improvements and betterments recoverable under any other insurance, but only to the extent of such other insurance.

Improvements and betterments are fixtures, alterations, installations, or additions:

- (1) Made a part of the building or structure you occupy but do not own; and
 - (2) You acquired or made at your expense but cannot legally remove.
- c. The unamortized portion of an amount of advance rent you paid that will not be refunded to you. This does not include the customary rent due at the beginning of each month or any other rental period.

The most we will pay under this coverage is \$10,000 in any one policy period.

6. Loss Of Keys

- a. We will pay for the cost to replace locks and keys at the described premises due to lost keys for other than theft.
- b. The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$1,000.
- c. A per occurrence deductible of \$100 will apply.

B. Section II - Liability is amended as follows:

- 1. Under Paragraph **A.1. Business Liability**, coverage is extended to apply to damage to property of others while in your care, custody or control, subject to the following:
 - a. The damage must take place away from premises you own, rent or occupy.
 - b. The most we will pay under this extension of coverage is \$5,000 each "occurrence", subject to a \$25,000 General Aggregate Limit. This is the most we will pay regardless of the number of insureds, claims made or "suits" brought during the policy period.
 - c. A \$500 deductible will apply to each "occurrence". We shall pay only the difference between this deductible and the Limits Of Insurance provided in this endorsement.
- 2. Under Paragraph **B.1. Exclusions Applicable To Business Liability Coverage**, Items **k.(3)**, **k.(4)**, and **k.(5)** will not apply to "property damage" coverage provided in this endorsement.

All other terms and provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE STATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises Number

Building Number

With respect to the premises indicated in the Schedule, **Section I - Property** is amended as follows:

A. Under Paragraph **A.1. Covered Property**, coverage is extended to apply to:

1. Underground fuel storage "tanks" that:
 - a. You own or lease from others; and
 - b. Are at a location described in the above schedule; and
2. Bulk liquids that are:
 - a. Owned by you; or
 - b. The property of others in your care, custody or control;

but only if contained in an underground fuel storage "tank".

B. Under Paragraph **H. Property Definitions**, the following Definition is added with respect to the coverage provided under this endorsement:

"Tank" means:

1. A storage tank described in the Schedule; and
2. Piping, pumps and other appurtenant apparatus and equipment that:
 - a. Are an actual part of a covered tank;
 - b. Connect covered tanks, one with another; or
 - c. Are within 100 feet of a covered tank.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

CYBERONE COVERAGE

SCHEDULE

Supplemental Extended Reporting Period Additional Premium:

Supplemental Extended Reporting Period Effective Date: at 12:01 A.M. Standard Time

Pursuant to your rights set forth in **ADDITIONAL CONDITIONS**, Clause **C.**, Paragraph **2.b.** of the CyberOne Coverage, the following provision applies as of the Supplemental Extended Reporting Period Effective Date shown in the above Schedule:

1. You shall have a period of 1 year following the Supplemental Extended Reporting Period Effective Date (shown in the above Schedule) in which to give written notice to us of a "network liability suit" of which you first receive notice during said 1 year period for any loss, release or disclosure of business data, propagation of malware or denial of service attack occurring on or prior to the Supplemental Extended Reporting Period Effective Date and otherwise covered by this CyberOne coverage.
2. Notwithstanding any other provision of this CyberOne Coverage, the Supplemental Extended Reporting Period shall not provide coverage for any loss, release or disclosure of business data, propagation of malware or denial of service attack occurring after the Supplemental Extended Reporting Period Effective Date.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTRACTORS ERRORS AND OMISSIONS COVERAGE

SCHEDULE

Supplemental Extended Reporting Period Additional Premium:

Supplemental Extended Reporting Period Effective Date: at 12:01 A.M. Standard Time

Pursuant to your rights set forth in **SECTION V - CONDITIONS**, Clause **D.**, Paragraph **2.b.** of the Contractors Errors and Omissions Coverage, the following provision applies as of the Supplemental Extended Reporting Period Effective Date shown in the above Schedule:

1. The "named insured" shall have a period of one (1) year following the Supplemental Extended Reporting Period Effective Date (shown in the above Schedule) in which to give written notice to us of "claims" first made or "suits" first brought against any insureds during said one (1) year period for any "wrongful acts" occurring on or prior to the Supplemental Extended Reporting Period Effective Date and otherwise covered by this Errors and Omissions Coverage.
2. Notwithstanding any other provision of this Errors and Omissions Coverage, the Supplemental Extended Reporting Period shall not provide coverage for any "wrongful acts" occurring after the Supplemental Extended Reporting Period Effective Date.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - GRANTOR OF FRANCHISE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name of Person or Organization (Additional Insured):

Location:

Additional Premium:

A. Section II - Liability, Paragraph C. Who Is An Insured is amended to include as an insured the person or organization shown in the

Schedule, but only with respect to their liability as grantor of a franchise to you.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CUSTOMER'S GOODS - LEGAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Limit Of Insurance	Additional Premium
\$ per occurrence	\$

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form is amended as follows:

A. The following is added to Paragraph **A.2. Property Not Covered** under **Section I - Property** of the **Businessowners Coverage Form**:

j. Customer's property that is in your care, custody or control.

B. The following is added to Paragraph **A.1. Coverages** under **Section II - Liability** of the **Businessowners Coverage Form**:

g. Customer's Goods Legal Liability

(1) We will pay for those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies, caused by an "occurrence" to "customer's property (or the property of others for which such "customer" is liable) only while at the insured's self-storage facilities. 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 "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:

(a) The amount we will pay for damages is limited as described in Paragraph **D - Liability And Medical Expenses Limits**; and

(b) Our right and duty to defend ends when we have used up the applicable Limit Of Insurance in the payment of judgments or settlements or medical expenses.

(2) This insurance applies only to "property damage" that takes place in the "coverage territory" and occurs during the policy period.

(3) Deductible

(a) Our obligation under this coverage applies only to the amount of damages in excess of a \$250 deductible as applicable to this coverage. This deductible amount applies to the total of all damages because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "property damage" because of the "occurrence".

(b) The terms of this insurance, including those with respect to:

- i.** Our right and duty to defend the insured against any "suits" seeking those damages; and
- ii.** Your duties in the event of an "occurrence", claim, or "suit";

Apply irrespective of the application of the deductible amount.

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

C. The following is added to Paragraph **B.1. Exclusions** under **Section II - Liability** of the **Businessowners Coverage Form**:

t. Applicable To Customer's Goods Legal Liability

This insurance does not apply to liability:

- (1)** Assumed by you under any contract or agreement.
- (2)** Arising out of dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property.
- (3)** Arising out of your "sale and disposal operations".

D. The following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance** under **Section II - Liability** of the **Businessowners Coverage Form**:

5. Customer's Goods Legal Liability Limits Of Insurance

The most we will pay for all damages because of "property damage" to "customer's" goods in any one "occurrence", regardless of the number of "customers" at one location is the Limit Of Insurance shown in the Schedule of this endorsement.

E. Exclusion **B.1.k.(4)** of the **Businessowners Coverage Form - Section II - Liability** does not apply with respect to the Customer's Goods Legal Liability coverage provided in this endorsement.

F. For coverage provided under this endorsement, the following definitions are added to the **Businessowners Coverage Form - Section I - Property** and **Section II - Liability**:

- 1.** "Customer" means any person or organization which is renting, leasing or otherwise is occupying space with your permission at your self-storage facility.
- 2.** "Sale And Disposal Operations" means all activities you conduct to reclaim rented storage space when "customer's" accounts are delinquent or unpaid.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person Or Organization:

Location And Description Of Completed Operations:

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following is added to Paragraph **C. Who Is An Insured** in **Section II - Liability**:

3. Any person or organization shown in the Schedule of this endorsement is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by "your work" performed for that additional insured and which is included in the "products-completed operations hazard" at the location designated and described in the Schedule of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - DAMAGE TO WORK PERFORMED BY
SUBCONTRACTORS ON YOUR BEHALF**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

Under Paragraph **B. Exclusions**, Item **1.m. Damage To Your Work** is deleted and replaced with the following:

This insurance does not apply to:

m. 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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - DAMAGE TO WORK PERFORMED BY
SUBCONTRACTORS ON YOUR BEHALF - DESIGNATED
SITES OR OPERATIONS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Description Of Designated Sites Or Operations

(If no entry appears above, information required to completed this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following applies to **Section II - Liability** and supercedes any provision to the contrary:

With respect to those sites or operations designated in the Schedule of this endorsement, under Paragraph **B. Exclusions**, Paragraph **1. m.** is replaced by the following:

This insurance does not apply to:

m. 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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ERRONEOUS DELIVERY OR MIXTURE AND RESULTING FAILURE OF SEED TO GERMINATE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to paragraph **B.1. Exclusions** in **Section II - Liability**, with respect to Business Liability Coverage:

- (2)** An error in mechanical mixture of seed; or
- (3)** The failure of seed to germinate.

This insurance does not apply to "property damage" arising out of:

- (1)** The erroneous delivery of seed, which includes:
 - (a)** The failure to deliver seed;
 - (b)** The delivery of wrong seed;
 - (c)** The delivery of seed at the wrong time or season;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDENTITY THEFT EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Additional Premium:

Expense Limit Of Insurance:

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

Section I - Property is amended as follows:

A. The following is added to Paragraph **A.5. Additional Coverages:**

s. IDENTITY THEFT EXPENSE

We will pay, up to the Limit Of Insurance shown in the Schedule of this endorsement, for "expenses" incurred by an "identity theft insured" as the direct result of any one "identity theft" first discovered during the policy period for which this coverage is applicable.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "identity theft insured", is considered to be one "identity theft", even if a series of acts continues into a subsequent policy period.

This Additional Coverage is not subject to the Limits Of Insurance of **Section I - Property**.

B. Under Paragraph **B. Exclusions** the following additional Exclusions apply to the coverage provided under this endorsement:

We do not cover any loss or "expenses" arising from any of the following:

1. Theft of a professional or business identity;
2. "Identity theft" incurred due to any fraudulent, dishonest or criminal act by an "identity theft insured", or any person aiding or abetting an "identity theft insured", or their authorized representative, whether acting alone or in collusion with others;
3. Loss other than "identity theft".

C. Paragraph **D. Deductibles** is replaced by the following:

We will not pay for any "expenses" or loss incurred until the amount of "expenses" or loss exceeds the Deductible shown in the Declarations. We will then pay the amount of covered "expenses" or loss in excess of the Deductible up to the applicable Limit Of Insurance shown in the Schedule of this endorsement.

Any one "identity theft insured" shall be responsible for only one deductible under this coverage during any one policy period.

D. The following is added to Paragraph **E. Property Loss Conditions:**

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity theft" coverage.

E. With respect to the coverage provided by this endorsement, the following definitions are added to Paragraph **H. Property Definitions:**

1. "Identity theft":

- a. Means the act of knowingly transferring or using, without lawful authority, a means of identification of an "identity theft insured" with the intent to commit or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

- b.** Does not include any unauthorized use or theft of a valid credit card, electronic fund transfer card or bank account. However, "identity theft" shall include any fraudulent or illegal alteration of account profile information, including the name and address to which account statements are sent.

2. "Expenses" means:

- a.** Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies.
- b.** Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
- c.** Lost income resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$200 per day. Total payment for lost income is not to exceed \$1,000.
- d.** Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- e.** Reasonable attorney fees incurred as a result of "identity theft" to:
 - (1)** Defend lawsuits brought against an "identity theft insured" by merchants, financial institutions or their collection agencies;
 - (2)** Remove any criminal or civil judgments wrongly entered against an "insured"; and
 - (3)** Challenge the accuracy or completeness of any information in a consumer credit report.
- f.** Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity theft".
- g.** Mailing expenses due to notification requirements to customers as a result of database compromise or information security breach.

3. "Identity theft insured" means:

- a.** The owners, officers, managers and/or employees of the named insured.
- b.** The spouse, and/or relative under 23 years of age, who lives with anyone listed in **3.a.** above.

An "identity theft insured" must always be an individual person. The entity insured under this policy, except an individual, is not an "identity theft insured".

SERFF Tracking #:	CEIN-129228607	State Tracking #:	CEIN-129228607	Company Tracking #:	BP-13-02
State:	Ohio	Filing Company:	The Celina Mutual Insurance Company		
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners				
Product Name:	Businessowners				
Project Name/Number:	/				

Rate Information

Rate data applies to filing.

Filing Method:	File & Use
Rate Change Type:	Increase
Overall Percentage of Last Rate Revision:	3.100%
Effective Date of Last Rate Revision:	07/10/2011
Filing Method of Last Filing:	File & Use

Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
The Celina Mutual Insurance Company	3.900%	3.400%	\$89,193	2,009	\$2,623,332	%	%

State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	/		

Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1	Filed 02/18/2014	Businessowners Rules Pages (Company Exceptions)	Pages 1 thru 57	Replacement		Businessowners Ohio Company Exception Pages.pdf
2	Filed 02/18/2014	Businessowners Rate Pages (Company Exceptions)	Pages BP-R-1 thru BP-R-11	Replacement		Businessowners Rate Pages (Company Exceptions).pdf
3	Filed 02/18/2014	Businessowners Classification Table Pages (Company Exceptions)	Pages BP-CT-1 thru BP-CT-19	Replacement		Businessowners Classification Table Pages.pdf
4	Filed 02/18/2014	ISO Businessowners Ohio Exception Pages	Pages BP-E-1 thru BP-E-5	New		ISO Ohio Businessowners Exception Pages.pdf
5	Filed 02/18/2014	ISO Businessowners Ohio Loss Costs	Pages BP-LC-1 thru BP-LC-6	New		ISO Businessowners Ohio Loss Costs Pages.pdf
6	Filed 02/18/2014	ISO Businessowners Ohio Rating Relativities And Factors	Pages BP-RF-1 thru BP-FR-2	New		ISO Businessowners Ohio Rating Relativities And Factors.pdf
7	Filed 02/18/2014	ISO Businessowners Ohio Territory Pages	Pages BP-T-1 thru BP-T-18	New		ISO Businessowners OhioTerritory Pages.pdf

I. DEVIATIONS TO ISO GENERAL RULES

Application of Celina Program

The Celina Businessowners Plus Program incorporates the ISO Division Ten - Businessowners Subdivision Rules, Loss Costs and Forms, subject to Celina's deviations and/or special program Rules, Rates and Forms.

A multiplier of 2.14 for Property and 1.61 for Liability is applicable to all published ISO Loss Costs.

A. Rule 3. Effective Date

The following is added to this rule:

We will notify you whenever a revision applies to this program. The effective date will be the date listed in our Agent's Information notice.

B. Rule 4. Policy Term

Rule 4. is replaced entirely by the following:

The Businessowners Policy may be written:

1. For one year, and renewed annually by a Renewal Certificate or Declarations; or
2. For a three-year policy period, with annual installments, and premiums computed for each annual payment period on the basis of the annual rates in effect at the inception of the policy period.
3. Attach Calculation of Premium Endorsement **BP 05 01** to annual premium payment plan and continuous policies.

C. Rule 8. Additional Premium Changes

Rule **8.A.2.** is deleted and replaced by the following:

2. Compute the additional premium for all changes using the rates and rules in effect on the effective date of the policy period.

D. Rule 11. Protective Devices or Services

The last sentence of this rule is deleted and replaced by the following:

Apply a factor of .985 to the final Business Personal Property rate and use Protective Safeguards Endorsement **BO 00 42**.

II. DEVIATIONS TO ISO COVERAGE FORM RULES

Rule 16. Mandatory Forms, Coverage And Limits

1. The following is added to Paragraph **16.B.1.a.**:

Additionally, coverage is also included for Equipment Breakdown.

2. Under **Tenant's Fire Liability Coverage**, Paragraph **16.B.1.c.(3)** is amended to read \$100,000 in lieu of \$50,000.
3. Rule **16.B.4.** is deleted. Refer to the Celina Specialty Contractor Program under Section **V**.
4. Rule **16.B.5.** is deleted in its entirety and not replaced.

Rule 16. Mandatory Forms, Coverage And Limits (Cont'd)

5. Rule **16.B.6.** is deleted and replaced by Rule **29.F.**

6. Rule **16.B.7. and 16.B.9** are deleted.

Refer to the Celina Specialty Preferred Self-Storage Facilities Program under Section **V.**

7. The following is added to Rule **16.B:**

9. Office - Extension Endorsement

When insuring eligible office risks, Endorsement **BO 00 81** must be attached. This endorsement revises several provisions of the property coverages as follows:

a. Description Of Coverage

This endorsement provides coverage for:

- Credit or Fund Transfer Card Invoices - \$5,000;
- Foundations, Bridges, Walks and Patios - \$10,000;
- Leasehold Interest - \$10,000;
- Loss of Keys - \$1,000.

b. Endorsement

Office - Extension Endorsement **BO 00 81** is attached to all Office Risks.

10. Grocery And Convenience Store - Extension Endorsement

a. Description Of Coverage

This endorsement provides coverage for:

- Credit or Fund Transfer Card Invoices - \$5,000;
- Inventory And Appraisal Expense - \$1,000;
- Loss of Keys - \$1,000;
- Spoilage - Contamination and power outage - \$10,000;
- Food Contamination - \$10,000.

b. Optional Limits

The limit of insurance for the following coverages may be increased:

(1) Food Contamination

The \$10,000 limit of insurance for business income expenses incurred as a result of the insured's business at described premises being ordered closed by the Board of Health or another governmental authority may be increased. The \$3,000 limit of insurance for additional advertising expense may also be increased.

(2) Spoilage - Contamination and Power Outage

The \$10,000 per occurrence limit of insurance for loss resulting from spoilage - contamination and power outage may be increased. Spoilage coverage due to mechanical breakdown is automatically provided under the Equipment Breakdown Enhancement Endorsement at a limit of \$100,000.

c. Endorsement

Grocery And Convenience Store - Extension Endorsement **BO 00 82** is attached to all Grocery and Convenience Store Classes that are applicant occupied.

Rule 16. Mandatory Forms, Coverage And Limits (Cont'd)

d. Premium Determination

- (1) For each location where coverage applies, charge a premium of \$50 for Endorsement **BO 00 82**.
- (2) For each location where an optional increased limit of food contamination coverage or advertising expense applies, refer to Rules **29.A.11.e.(1)** and **29.A.11.e.(2)** to determine the additional premium.
- (3) For each location where an optional increased limit of spoilage - contamination and power outage coverage applies, refer to the Rule **29.A.21.d.(2)** to determine the additional premium.

11. Retail - Extension Endorsement

When insuring eligible retail risks, Endorsement **BO 00 83** must be attached. This endorsement revises several provisions of the property and liability coverages as follows:

a. Description Of Coverage

This endorsement provides coverage for:

- Brands and Labels;
- Credit or Fund Transfer Card Invoices - \$5,000;
- Foundations, Bridges, Walks and Patios - \$10,000;
- Inventory and Appraisal Expense - \$1,000;
- Leasehold Interest - \$10,000;
- Loss of Keys - \$1,000;
- Voluntary Property Damage - \$5,000.

b. Endorsement

Retail - Extension Endorsement **BO 00 83** is attached to all Mercantile Risks.

12. Attach the following endorsements to all Businessowners policies:

- BO 00 02** Businessowners Plus Endorsement*
- BO 00 15** Equipment Breakdown Enhancement Endorsement
- BO 00 46** Ohio Changes
- BO 00 48** Employment Practices Liability Insurance Coverage Endorsement - If this coverage is not desired, an EPL waiver must be completed and signed by the named insured.
- BO 00 60** Businessowners - Amendment Of Liability Coverage
- BP 04 17** Employment-Related Practices Exclusion (when EPL coverage is waived)
- BP 04 54** Newly Acquired Organizations
- BP 10 05** Exclusion - Year 2000 Computer-Related And Other Electronic Problems
- MI 00 06** Minimum Premium Endorsement
- MI 00 22** Policies Subject To Audit
- MI 00 26** Mutual Policy Conditions

* May be replaced by **BO 00 57** Businessowners Platinum Plus Endorsement when an additional premium is shown on the policy.

Rule 16. Mandatory Forms, Coverage And Limits (Cont'd)

8. Rule **16.C.** is revised to delete all reference to **BP DS 01** and replace with **BO 00 09**.
9. Rule **16.D.** is revised to delete all reference to **BP 12 01** and replace with **IL 12 01**.

III. DEVIATIONS TO ISO RATING AND ELIGIBILITY RULES

A. Rule 21. Blanket Insurance

The following is added to Paragraph **A.**:

Use Statement of Values Endorsement **BO 00 44**.

B. Rule 22. Eligibility

This rule is amended as follows:

1. Refer to the Celina Specialty Programs under Section **V.** for the eligibility, rules, and forms applicable to Contractors, Churches, Automobile Service Or Repair classifications, Restaurant, Fabricare and Self-Storage Facilities.
2. Motels are ineligible occupancies. All references to their eligibility and/or classification in this rule are deleted.
3. Under Rule **22.A Eligible Occupancies**, the annual gross sales at each location is changed to \$8,000,000 and the square feet is amended to 50,000.
4. Under Rule **22.A.1 Apartments (Including Residential Condominium Associations)a.(2)** the square feet is amended to 50,000.
5. Under Rule **22.A.4.b.(1)** the minimum square feet is changed to 1,000.
6. Under Rule **22.A.4.c.(1)** the minimum square feet is changed to 4,000.
7. Under Rule **22.A.7.a(2)** and **22.A.7.b** the square feet is changed to 50,000.

C. Rule 23. Premium Development - Mandatory Coverages

This rule is amended as follows:

1. Refer to the Company Specialty Programs for the premium development applicable to Contractors, Churches, Automobile Service Or Repair, Restaurant, Fabricare and Self-Storage Facilities.
2. Motels are ineligible occupancies. All reference to their premium determination in this rule is deleted.
3. Paragraph **23.A.2.d.** is deleted and replaced with the following:
 - d. For limits of insurance not displayed in the manual, use the factor in which the limit of insurance selected is below the limit shown in the table. Refer to the following example:
 - (1) Example: If the selected building limit of insurance is \$315,000, the nearest factor below the selected limit is \$325,000. For \$325,000, under Group A, the factor is .812.

Rule 23. Premium Development - Mandatory Coverages (Cont'd)

4. Paragraph **23.A.4. Applicable To Convenience Food Stores/Grocery Stores/Supermarkets/Restaurants With Gasoline Sales** is replaced with the following:

4. The exposure base for mandatory liability premium determination is dependent upon the combination of occupancies selected for combined Convenience Food/Gasoline Stores/Grocery Stores/Supermarkets/Restaurants with Gasoline Sales (Limited Cooking and Fast Food) risks. Refer to the Businessowners Classification Table. When determining the amount of annual gross sales for occupancies with gasoline stores, do not include the amount of gasoline sales in the calculation. For gasoline exposures determine the sales for gasoline by gallons of gas sold and calculate the liability premium separate from the convenience store combined occupancies. The following liability relativity factor is added:

Class Group (LOI) Occupant Liability	Factor
.45	.177

5. The following is added to Rule **23.A.**:

7. Applicable to Apartments

A minimum fixed deductible of \$1,000 is to apply per location.

6. Rule **23.C.2. Rating Territory** is amended by adding the following territory code and additional territory factors for all Territories:

Zip Code Territory Code

44512	719
44514	719
44515	719

Territory 719 will be rated the same as Territory 709 - Remainder of State.

TERRITORY	BLDG	BPP
702	0.820	0.722
704	0.700	0.706
706	0.663	0.714
708	0.683	0.688
709	0.778	0.685
710	0.790	0.699
711	0.792	0.691
712	0.878	0.768
713	0.607	0.732
714	0.665	0.668
715	0.674	0.689
716	0.661	0.707
717	0.829	0.723
718	0.705	0.676
719	0.778	0.685

7. Paragraph **23.C.3. Building Construction** is amended as follows: Classify buildings according to the construction types in Paragraphs **3.a.** through **3.g.** Refer to Table **23.C.3.(RF)** for corresponding building construction relativities. If the buildings are Apartments, Condominiums or Institutions, and they have Brick or Stone Veneer construction, they shall be considered Joisted Masonry construction for rating purposes.

Rule 23. Premium Development - Mandatory Coverages (Cont'd)

In addition, apply the following factors to all buildings except those rated under the Contractors, Churches and Automobile Service/Car Wash classifications:

Building Age	Factor
<5	.85
6 - 10	.90
11 - 20	.95
21- 30	1.00
31 - 40	1.05
41 - 50	1.10
51 - >	1.25

8. The following is added to Rule 23.C.:

C.8. Businessowners Policy Premium Size Discount

Businessowners policies with a total annual premium of \$1,000 or more are eligible for a premium size discount. Total annual premium will be the premium for all lines of business after the application of any Package Modification Factors and/or Company Deviations.

Determine the discount from the Table

Package Premium	Percent
\$ 1,000 - 2,000	4
\$ 2,001 - 3,000	5
\$ 3,001 - 6,000	6
\$ 6,001 - 10,000	8
\$10,001 - 15,000	10
\$15,001 - 20,000	12
\$20,001 - 25,000	14
\$25,001 and over	16

- D. Rule 24. **Deductibles** is amended as follows:

1. Rule 24.B.2.a. is deleted.
2. Rule 24.D.3. under **Property Damage Liability Deductibles** is replaced by the following:
3. **Rules**

For contractors classifications that include: carpet cleaning, janitorial services, painting operations, window cleaning, excavation, pressure washing, residential roofers, handy-persons and car wash classifications, and new ventures/no prior insurance:

- a. A mandatory property damage liability deductible of \$500 per claim applies;
- b. A deductible factor does not apply.

IV. DEVIATIONS TO ISO OPTIONAL COVERAGE RULES

1. Rule 28. **Optional Coverages** is amended as follows:

- a. Under **Rule 28.A.1 Property Coverages - Accounts Receivable**, the following is added to Paragraph b.:

Apply the developed rate by the Accounts Receivable limit of insurance (per \$100) in excess of \$15,000 when **BO 00 02** - Businessowners Plus Endorsement is attached; in excess of \$25,000 when **BO 00 57** - Businessowners Platinum Plus Endorsement is attached.

Rule 28. Optional Coverages (Cont'd)

- b. Rule **28.A.3.** is deleted and replaced by the following:

3. Automatic Increase In Insurance

a. Description Of Coverage

The limit of insurance under the Businessowners Policy applicable to the building and business personal property is automatically increased during the policy period by an annual percentage shown in the Declarations. This percentage is 2% unless a higher percentage is shown in the Declarations.

There is no option to eliminate this coverage feature.

b. Rating Procedure

When a higher percentage is shown, multiply the Building premium determined in Rule **23.C.6.a.(3)(a)** by the appropriate factor shown below:

Amount of Annual Increase	Factor
4%	1.005
6%	1.010
8%	1.015
10%	1.020
12%	1.030
14%	1.040
16%	1.050

Table 28.A.3.b.(RF) Automatic Increase In Insurance Factors

- c. Rule **28.A.4. Business Income From Dependent Properties**, the following is added to Paragraph b.:

If **BO 00 57** - Businessowners Platinum Plus Endorsement is attached apply the developed rate by the Business Income From Dependent Properties limit of insurance (per \$100) in excess of \$10,000.

- d. Rule **28.A.6. Business Income (Extended) - Extended Period Of Indemnity**, the following is added to Paragraph b.:

If **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, develop the additional premium by multiplying the developed premium by the factor shown in Table **28.A.6.b.(2)**, Extended Period Of Indemnity Factors - BOP Platinum.

Number of Days*	Factor
120	0.005
150	0.010
180	0.020
270	0.030
360	0.035
*Interpolation Not Permitted	

Table 28.A.6.b.(2)

Rule 28. Optional Coverages (Cont'd)

- e. Rule **28.A.8. Employee Dishonesty** is amended as follows:

(1) Paragraph **a.** is replaced with the following:

a. Description Of Coverage

Coverage is available for dishonest or fraudulent acts of the insured's employees at optional limits of \$15,000, \$25,000, \$30,000, \$50,000 or \$100,000 per occurrence.

When **BO 00 02** - Businessowners Plus Endorsement is attached a per occurrence limit of \$10,000 is automatically included; or **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, a per occurrence limit of \$25,000 is automatically included.

(2) Paragraph **b.(6)** is deleted in its entirety.

- f. Rule **28.A.9. Fire Department Service Charge**, the following is added to Paragraph **b.**:

When **BO 00 02** - Businessowners Plus Endorsement is attached a per occurrence limit of \$5,000 is included; or **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, a per occurrence limit of \$10,000 is included.

- g. Rule **28.A.10. Forgery Or Alteration**, the following is added to Paragraph **c.**:

If **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, develop the additional premium by multiplying the developed premium by the factor shown in Table **28.A.10.c.(2)**, Forgery Or Alteration - BOP Platinum.

- h. Rule **28.A.12. Equipment Breakdown Protection Coverage** is deleted and not replaced. Refer to mandatory Company Endorsement **BO 00 15** for Equipment Breakdown coverages.

- i. Under Rule **28.A.13. Money And Securities**, Paragraph **b.(2)** is replaced by the following and Paragraph **b.(4)** is added:

b.(2) For each location for which optional, higher limits apply, charge the state company rate for the limits of insurance selected. Basic limits of \$5,000 Inside The Premises/\$2,000 Outside The Premises are automatically included in the **BO 00 02** - Businessowners Plus Endorsement. When **BO 00 57** - Businessowners Platinum Plus Endorsement is attached limits of \$10,000 Inside the Premises/\$5,000 Outside The Premises are included.

b.(4) 24 Hour Operations

- (a) If the location has 24 hour operations, add the additional premium per location shown in the state rate pages if **BO 00 02** or **BO 00 57** is attached.
- (b) If the location has 24 hour operations, with no lock box on premises and the optional higher limit is selected, apply a factor of 1.50 to the premium developed in **13.b.(1)** and **(2)**.

Rule 28. Optional Coverages (Cont'd)

j. Under Rule 28.A.14. Outdoor Signs

The following is added to **a.**:

Coverage for Outdoor Signs is automatically included in the **BO 00 02** - Businessowners Plus Endorsement at a limit of \$5,000. When **BO 00 57** - Businessowners Platinum Plus Endorsement is attached a limit of \$10,000 is included.

b.(2) is deleted and replaced by the following:

Multiply the state rate by the additional limit of insurance (per \$100) to determine the additional premium.

k. Rule 28.A.15. Valuable Papers And Records, the following is added to Paragraph **b.**:

If **BO 00 57** - Businessowners Platinum Plus Endorsement is attached apply the developed rate by the limit of insurance (per \$100) in excess of \$25,000.

l. Rule 28.A.16. Outdoor Property is amended as follows:

(1) Paragraph **a.** is replaced with the following:

a. Description of Coverage

When **BO 00 02** - Businessowners Plus Endorsement a per occurrence limit of \$5,000 is included. When **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, a per occurrence limit of \$10,000 is included. Coverage may be increased to a higher limit reflected in the declarations.

m. Under Rule 28.A.17. Business Personal Property Temporarily in Portable Storage Units Paragraph **b.** is replaced by the following:

b. Premium Determination

The \$10,000 limit of insurance may be increased by a Declarations entry. Develop the additional premium for Business Personal Property Temporarily In Portable Storage Units Coverage by multiplying the Business Personal Property rate determined in Rule **23.C.6.a.(2)(c)(viii)** by a factor of .60. Multiply the result by the BPP Temporarily In Portable Storage Units limit of insurance (per \$100) in excess of \$10,000.

n. The following is added to Rule 28.A:

If **BO 00 02** - Businessowners Plus Endorsement or **BO 00 57** - Businessowners Platinum Plus Endorsement is attached Identity Theft Expense is included.

a. Description Of Coverage

Coverage for Identity Theft Expense in excess of \$2,500 is available in order to provide expense coverage for expenses that can occur due to identity theft or a database security breach. This coverage is automatically included in the **BO 00 02** - Businessowners Plus Endorsement. When **BO 00 57** - Businessowners Platinum Plus Endorsement is attached limits of \$5,000 are included.

Rule 28. Optional Coverages (Cont'd)

b. Premium Determination

Refer to the Identity Theft Expense rate in the applicable table below to determine the premium.

Identity Theft Expense - Optional Limits And Premiums - BOP Plus

Limit	\$5,000	\$10,000	\$15,000
Identity Theft Expense	\$10	\$20	\$30

Identity Theft Expense - Optional Limits And Premiums - BOP Platinum

Limit	\$10,000	\$15,000
Identity Theft Expense	\$10	\$20

- o.** Under Rule **28.B.1.** the basic limit is automatically increased from \$50,000 to \$100,000. The remaining optional higher limits for Broadened Coverage For Damage To Premises Rented To You Endorsement **BP 04 55** still apply.

2. Rule 29. Endorsements are amended as follows:

a. Rule 29.A.15.c. Loss Of Rental Value - Landlord As Designated Payee, Premium Determination

Rate is determined by multiplying the final building rate by a factor of .55. The Loss Of Rental Value rate is then multiplied by annual rents in hundreds to determine the premium.

b. Rule 29.A.18. Mold - Fungi, Wet Rot Or Dry Rot is amended as follows:

(1) Paragraph **b.(1)(c)** is deleted in its entirety.

(2) Paragraph **b.(2)** is replaced by the following:

(2) Premium Determination

The following provisions apply to the use of Changes - Limited Fungi Coverage Endorsement **BP 05 76**:

- (a)** To increase the \$15,000 sub-limit, charge the premium indicated below for the increased limit selected:

Limit	Premium
\$20,000	\$ 50
\$25,000	\$ 75
\$30,000	\$100
\$35,000	\$125
\$40,000	\$150
\$50,000	\$200

- (b)** If the Schedule indicates that the \$15,000 (or higher) limit applies to separate premises or locations, multiply the number of premises or locations by the applicable premium shown for the increased limit selected.

c. Rule 29.A. Paragraph 20. Ordinance Or Law Coverage is replaced with the following:

20. Ordinance Or Law Coverage

a. Description

This coverage provides an additional amount of insurance when a building ordinance or law requires the insured to repair or replace to conform to building codes. It also provides for loss of value of an undamaged portion of the remaining structure not actually damaged.

Rule 29. Endorsements (Cont'd)

b. Endorsement

Use Ordinance Or Law Coverage Endorsement **BO 00 01**.

c. Rules

(1) Coverage applies to building specified in the Schedule of Ordinance Or Law Coverage Endorsement **BO 00 01**.

(2) Coverages **1, 2, 3** and **4** are described in Paragraph **d**. Coverage may be purchased under Endorsement **BO 00 01** for:

(a) Coverage **1** only; or

(b) Coverage **3** only; or

(c) Coverage **1** and **2**; or

(d) Coverage **1, 2** and **3**.

(e) Coverage **4** applies only if **1, 2** and **3** are all chosen by entry in the Schedule.

Indicate the applicable coverage(s) in the Schedule of **BO 00 01**.

The limit of insurance for Coverage **1** must reflect the replacement cost or actual cash value of all buildings insured.

d. Description Of Coverage

(1) Coverage 1

Covers loss in value of the undamaged portion of the building due to demolition pursuant to a building ordinance or law.

This is **not** a separate limit of insurance. Building coverage under the Special Property Coverage Form is extended to include loss to the undamaged portion of the building.

(2) Coverage 2

Demolition Cost covers the cost of demolishing and removing the debris of the undamaged portion of the building, if demolition is required by building ordinance or law.

(3) Coverage 3

Increased Cost of Construction covers the increased cost to repair, reconstruct or remodel damaged or undamaged parts of the building to comply with building ordinance or law, following damage to the building by a covered cause of loss.

This coverage is not included in the limit of insurance applicable to the building. Enter a limit of insurance in the Declarations for Coverage **3**.

(4) Coverage 4

Business Income and Extra Expense Coverage is provided due to suspension of operations during the period of restoration, not to exceed 180 days, caused by or resulting from enforcement of ordinance or law.

Rule 29. Endorsements (Cont'd)

e. Rate Modification

(1) Causes Of Loss Other Than Earthquake

- (a) Coverage 1 - Coverage For Loss in Value Of The Undamaged Portion Of The Building**

Multiply the applicable Building company rate by .10. Multiply the developed rate to per \$100 of the Building limit.

- (b) Coverage 2 - Demolition Cost Coverage**

Use the applicable Building company rate without surcharge.

Multiply the company rate by the limit of insurance for Demolition Cost Coverage to obtain the premium for Coverage 2.

- (c) Coverage 3 Increased Cost Of Construction Coverage**

Use the applicable Building company rate without surcharge. Multiply the company rate by the limit of insurance for Increased Cost of Construction to obtain the premium for Coverage 3.

- (d) Coverage 4 - Business Income and Extra Expense**

If coverage 1, 2, and 3 are all chosen by entry in the Schedule, coverage is included.

- (e) Earthquake**

Use the same procedure as above except change the factor in Paragraph e.(1)(a) to .40.

- d. Rule 29.A.21 Spoilage Coverage is replaced with the following:**

21. Spoilage Coverage

a. Description Of Coverage

Direct damage coverage may be extended under Property Coverage for spoilage of perishable stock caused by Contamination and/or Power Outage. (Coverage for Spoilage and Contamination caused by Breakdown is included in the automatic Equipment Breakdown Coverage - Refer to Endorsement **BO 00 15**).

b. Endorsement

Use Spoilage Coverage - Contamination And/Or Power Outage Endorsement **BO 00 56**.

c. Rules

(1) Schedule

Indicate the following in the schedule of endorsement **BO 00 56**:

- (a)** The covered causes of loss: Contamination, Power Outage, or both, depending on the coverage desired.
- (b)** The applicable limits of insurance for stock covered under the Spoilage Coverage Endorsement.

Rule 29. Endorsements (Cont'd)

(c) The existence of Refrigeration Maintenance Agreement(s), if applicable. This condition may apply when:

(i) Contamination is a covered cause of loss; and

(ii) An agreement is provided on refrigeration equipment at the described premises for which rating consideration is given.

(2) Blanket Insurance

Do not write this coverage on a blanket basis.

(3) Deductible

A deductible of \$500 is mandatory. Optional Deductibles do not apply.

d. Premium Determination

(1) Classification

Use the following to determine the classification of types of property or occupancy:

Table 29.A.21.d.(1) Types Of Property Or Occupancy For Spoilage Coverage

Class	Description
Class 1	Bakery Goods Cheese Shops Delicatessens Fruits and Vegetables Restaurants
Class 2	Convenience Food Stores Dairy Products, excluding Ice Cream Grocery Stores Meat and Poultry Markets Pharmaceuticals Supermarkets
Class 3	Dairy Products, including Ice Cream Florists Seafood
Other Types	For other types of property or occupancies not listed in this table, refer to company for rating.

(2) Rates

(a) Refer to the company rates to determine the premium.

(b) Select the applicable company rates for each type of property or occupancy specified in the schedule or in the Declarations using Table 29.A.21.d.(1).

(3) Premium Determination

Multiply the company rate by the limit of insurance (per \$100) to determine the additional premium.

e. Rule 29.A.26. Water Back-Up And Sump Overflow is deleted and not replaced.

A basic limit of \$5,000 is provided with Businessowners Plus Endorsement **BO 00 02**. With Businessowners Platinum Plus Endorsement **BO 00 57**, a limit of \$10,000 is provided. Optional, higher limits and rates may apply. Charge the state company rate for each location for the limit of insurance selected.

Rule 29. Endorsements (Cont'd)

Water Back-up from Sewers or Drains - Business income coverage is provided with Businessowners Plus Endorsement **BO 00 02**. With Businessowners Platinum Plus Endorsement **BO 00 57**, a limit of \$10,000 is provided. Optional, higher limits and rates may apply. Charge the state company rate for each location for the limit of insurance selected.

- f. The following **Property Endorsements** are added to Rule **29.A.**:

40. Welfare And Pension Plan Coverage (ERISA)

This endorsement may be attached to policies where Crime Coverage is provided in the policy in order to be in compliance with certain provisions of the Employee Retirement Income Security Act (ERISA). This is not Fiduciary Liability Insurance.

There is no premium charge.

Attach Endorsement **BO 00 37**.

41. Additional Property Not Covered

This endorsement may be attached to exclude property described in the schedule.

Attach Endorsement **BO 00 38**.

42. Mine Subsidence Insurance

- (a) The State of Ohio **MANDATES** this property coverage (*\$300,000 or policy limit, whichever is less*) be placed on:

1-4 family dwellings located in the following 26 counties:

Athens	Holmes	Noble
Belmont	Jackson	Perry
Carroll	Jefferson	Scioto
Columbiana	Lawrence	Stark
Coshocton	Mahoning	Trumbull
Gallia	Meigs	Tuscarawas
Guernsey	Monroe	Vinton
Harrison	Morgan	Washington
Hocking	Muskingum	

The premium is \$1.00 per dwelling. There is no commission, as the whole \$1.00 goes to the Mine Subsidence Insurance Underwriting Association.

- (b) This insurance is **OPTIONAL** IN THE FOLLOWING 11 COUNTIES. However, it is mandatory that it be offered:

Delaware	Licking	Portage
Erie	Medina	Preble
Geauga	Ottawa	Summit
Lake		Wayne

The premium is \$5.00 per dwelling (standard commission).

(c) Forms

- (1) Notice - Offer of Mine Subsidence Insurance Coverage - **EN MI 07**.
- (2) Coverage - Mine Subsidence Insurance Coverage - **OH-MSI-2**.
- (3) Ohio Mine Subsidence Insurance Underwriting Association Application - **ACORD 67 OH**.

Rule 29. Endorsements (Cont'd)

43. Outdoor Fences Endorsement

This endorsement may be attached to policies in order to insure the value of outdoor fences.

The premium is .57 per \$100 of the limit of insurance.

Attach Endorsement **BO 00 53**.

44. Fine Arts Endorsement

(a) Description Of Coverage

Coverage is available for direct loss of or damage to fine arts owned by or in the care, custody or control of the insured.

(b) Endorsement

Use Fine Arts Coverage Endorsement **BO 00 55**.

(c) Premium Determination

For each location where coverage applies, determine the premium by multiplying the rate of \$2.68 (per \$1,000) times the limit of insurance.

45. Security Breach And Identity Management Services

When additional Security Breach coverage is purchased for up to 20,000 breach victims (up to 10,000 breach victims is automatic), charge an additional premium of \$9.

46. Exclusion - Vandalism Or Malicious Mischief By A Tenant

(a) Description

Excludes direct physical loss to Covered Property arising out of vandalism or malicious mischief by a tenant or any member of their household, or relatives or invited guests of either the tenant or a member of their household.

(b) Endorsement

Use Exclusion - Vandalism Or Malicious Mischief By A Tenant Endorsement **BO 00 67**.

(c) Premium Determination

For each location, adjust the Building Rate by multiplying a factor of .995 to the developed Building Rate.

47. Service Station Endorsement

(a) Description Of Coverage

Service Station Endorsement **BO 00 84** may be used to extend the building and business personal property to include Underground fuel storage tanks; the contents of such tanks and pumps; and piping and connections of such tanks.

(b) Endorsement

Use Endorsement **BO 00 84**.

Rule 29. Endorsements (Cont'd)

(c) Rules

This endorsement is to be used in conjunction with convenience store, grocery stores or auto service risks with gas sales.

(d) Premium Determination

Apply a factor of 1.02 to the Building and Contents rates.

48. Underground Storage Tank Deductible Coverage (Ohio)

(a) Description Of Coverage

Underground Storage Tank Deductible Coverage (Ohio) **BO 00 78** is used to provide coverage for the deductible that applies.

(b) Endorsement

Use Endorsement **BO 00 78**.

(c) Rules

This endorsement is to be used in conjunction with convenience store, grocery stores or auto service risks with gas sales.

(d) Premium Determination

Calculate the premium by multiplying the number of storage tanks at each location by \$250 per tank.

- g. Under Rule 29.B. Liability Endorsements, Paragraph 6. Employee Benefits is deleted and replaced by following:**

6. Employee Benefits

a. Employee Benefits Liability Coverage

(1) Description Of Coverage

This endorsement amends Businessowners Liability Coverage to provide coverage against claims for damages because of the insured's negligent acts, errors or omissions committed in the administration of an employee benefits program which result in the loss of any or all of an employee's benefits.

(2) Endorsement

Use Employee Benefits Liability Coverage Endorsement **BO 00 03**.

(3) Premium Determination

Refer to the state company rate pages to determine the additional premium.

- h. Rule 29.B.7.b. is deleted and replaced with the following:**

b. Employment Practices Liability Insurance Coverage Endorsement BO 00 48

(1) Description Of Coverage (see Coverage Endorsement for exact description, limitations).

This claims made and reported coverage Endorsement provides coverage for Employment Practices Liability Insurance (EPL) caused by a "wrongful act".

Rule 29. Endorsements (Cont'd)

"Wrongful Act" means any actual or alleged:

- (a) wrongful dismissal, discharge or termination, including breach of an implied contract;
- (b) harassment (including sexual harassment);
- (c) discrimination;
- (d) "retaliation";
- (e) employment-related misrepresentation(s);
- (f) employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
- (g) wrongful failure to employ or promote;
- (h) wrongful deprivation of career opportunity, wrongful demotion or negligent "employee" evaluation, including the giving of negative or defamatory statements in connection with an "employee" reference;
- (i) wrongful discipline;
- (j) failure to grant tenure;
- (k) failure to provide or enforce adequate or consistent corporate policies and procedures relating to any "wrongful employment act";
- (l) negligent supervision or hiring by an "insured";
- (m) violation of an individual's civil rights; and
- (n) "third party violations", but only with respect to "claims" or "suits" made by "your" customers, vendors or clients.

See the EPL Coverage Endorsement for a more detailed definition of "wrongful act".

(2) Eligibility

Individual insureds are eligible if:

- (a) they employ 50 employees or fewer (insureds with 51-250 employees and/or insureds requesting limits of \$250,000, \$500,000 or \$1,000,000 must submit a referral application);
- (b) they are in eligible classifications; and
- (c) they are in acceptable state.

(3) Ineligibility

Individual insureds are not eligible if:

- (a) they employ more than 50 employees; or
- (b) they are in one of the following classes:
 - (i) Legal Services, attorney/law offices;
 - (ii) Employee Leasing Firms/Temporary Help Firms;
 - (iii) Membership Recreation Clubs, Golf and Country Clubs;
 - (iv) Municipalities and Government entities, including townships, police and fire-fighters;
 - (v) Educational Services, schools and colleges.

Rule 29. Endorsements (Cont'd)

(4) Coverage Limits

PORTFOLIO COVERAGE:

Aggregate Limit of Liability of \$50,000 for all losses combined, including defense costs. Additional Limit of Liability options are available (see Premium Determination below). Portfolio coverage is only available for insureds with 50 employees or less.

REFERRAL COVERAGE:

Aggregate Limits of Liability of \$50,000, \$100,000 and \$250,000 (for insureds with 51-250 employees) and \$500,000 and \$1,000,000 for insureds with 50 employees or less. Limits are for all losses combined, including defense costs.

(5) Deductible

PORTFOLIO COVERAGE:

The \$50,000 Limit is subject to a \$5,000 Deductible Amount for each claim. Additional Deductible options are available (see Premium Determination below).

REFERRAL COVERAGE:

Deductible options of \$5,000, \$10,000, \$25,000 and \$50,000.

(6) Endorsements

Attach **BO 00 48** - Employment Practices Liability Insurance Coverage Endorsement, and **BO 00 49** - Commercial Employment Practices Liability Insurance Coverage Endorsement Supplemental Declarations.

(7) Extended Reporting Period Elected

If the Named Insured cancels this coverage, or "we" refuse to renew this coverage, the Named Insured has the right, upon payment of an additional premium of 100% of the full annual premium applicable to this coverage, to buy the Supplemental Extended Reporting Period Endorsement, **BO 00 50**, which provides an extended reporting period of one (1) year following the effective date of cancellation or nonrenewal, to report claims which occurred on or after the original inception date and on or before the cancellation or nonrenewal date.

(8) Premium Determination

PORTFOLIO COVERAGE:

(a) Default Limit of Liability

\$50,000 Limit of Liability, \$5,000 Deductible. Multiply the EPL rating factor of 26.5% times the BOP liability premium.

(b) Additional Options

\$100,000 Limit of Liability, \$5,000 deductible. Multiply the EPL rating factor of 35.4% times the BOP liability premium.

\$250,000 Limit of Liability, \$10,000 Deductible. Multiply the EPL rating factor of 42.5% times the BOP liability premium.

Rule 29. Endorsements (Cont'd)

- (c) If any premium calculation results in an EPL premium of less than \$50, then the EPL premium is the minimum EPL premium of \$50.

This premium is not subject to further modification by the application of any other factors, including but not limited to, company deviations, IRPM factors, or expense modifications.

REFERRAL COVERAGE:

Refer to company for any insured with 51-250 employees requesting a quote for limits of \$50,000, \$100,000 or \$250,000.

Refer to company for any insured with 50 employees or less requesting a quote for limits of \$500,000 or \$1,000,000.

Refer to company for any insured requesting a backdating of the original inception (retroactive) date.

(9) Minimum Premium

This Coverage Endorsement is subject to a minimum premium of \$50. The premium for this endorsement is in addition to the policy minimum premium.

- i. Rule 29.B.9 is deleted in its entirety.
- j. Rule 29.B.11 **Hired Auto And Non-owned Auto Liability Coverage**

The following is added to Paragraph a.:

- (1) When Hired Auto Liability coverage is selected, Hired Physical Damage coverage is also provided.

- (2) Paragraph b. is deleted and replaced with the following:

Use Hired Auto And Non-Owned Auto Liability Coverage Endorsement **BO 00 58**

- k. Rule 29.B.13.b.(4) is replaced by the following:

13. Liquor Liability Coverage

b. Liquor Liability Grades

- (4) The Liquor Liability Numerical Grade is 4.

Citation of Statute: OHIO REV. CODE ANN. Section 4399.01 et seq.

Comments:

Section 4399.18 allows a cause of action for injuries proximately caused by the negligence of a liquor permit holder. This section limits the right of recovery to situations occurring on the premises of, or in a parking lot under the control of, a permit holder, unless the plaintiff is able to show that the permit holder knowingly sold an intoxicating beverage in violation of the law (sale to a "noticeably" intoxicated person or to a minor), and that the person's intoxication proximately caused the injuries or damage.

If knowing violation and proximate cause can be proved by a preponderance of the evidence, then there can be recovery for injuries occurring off the premises.

Rule 29. Endorsements (Cont'd)

In addition, Section 4399.01 provides a cause of action for sale to a specifically prohibited person. Section 4399.01 states that:

A husband, wife, child, parent, guardian, employer, or other person injured in person, property, or means of support by any intoxicated person, or in consequence of the intoxication, habitual or otherwise, of a person, after the issuance and during the existence of the order of the department of liquor control prohibiting the sale of intoxicating liquor as defined in section 4301.01 of the Revised Code to such person, has a right of action in his own name, severally or jointly, against any person selling or giving intoxicating liquors which cause such intoxication, in whole or in part, of such person.

- I. Rule 29.B.16.c. Mold - Limited Fungi Or Bacteria Coverage (Liability) Endorsement** is deleted and replaced by the following:

c. Premium Determination

The basic Fungi or Bacteria Aggregate Limit is \$10,000. Additional limits of coverage can be obtained at an additional charge up to a maximum limit of \$25,000. See below for additional charge:

Limit	Premium
\$15,000	\$100
\$20,000	\$200
\$25,000	\$300

- m.** The following **Liability Endorsements** are added to **Rule 29.B.:**

34. Limitation Of Coverage - Real Estate Operations

This endorsement limits real estate operations to premises used for general office purposes, and to premises which are listed for sale or rent if the insured does not own, operate or manage them.

Attach Endorsement **BO 00 08.**

35. Voluntary Property Damage and Care, Custody Or Control Coverage

(a) Description

This endorsement provides care, custody or control coverage up to \$5,000 per occurrence and \$25,000 aggregate. This endorsement can not be added to contractor, retail and church classes since coverage is already included when those classes are written.

(b) Endorsement

Use Voluntary Property Damage and Care, Custody Or Control Coverage Endorsement **BO 00 79.**

(c) Premium Determination

A premium charge of \$30 applies.

- n.** The following **Additional Insured Endorsement** is added to **Rule 29.C.:**

21. Additional Insured - Owners, Lessees Or Contractors - Completed Operations - Automatic Status When Required In Construction Contract Or Agreement

(a) Description

This endorsement amends coverage to provide additional insured completed operations on a blanket basis.

Rule 29. Endorsements (Cont'd)

(b) Endorsement

Use Additional Insured - Owners, Lessees Or Contractors - Completed Operations - Automatic Status When Required In Construction Contract Or Agreement Endorsement **BO 00 77**.

(c) Premium Determination

Refer to company.

- o.** Under Rule **29.D.2. Motels** is deleted in its entirety.
- p.** The following are added to Rule **29.D.3. Professional Liability Endorsements**:
 - h. Florists' Errors And Omissions Liability** is available. Rating will be as follows:
 - (1)** Limit of Liability must be the same as the occurrence limit of liability on the policy.
 - (2)** Rates are flat charges.
 - (3)** Attach Endorsement **BO 00 12**.
 - i. Pet Services Professional Liability** is available:
 - (1)** Limit of Liability must be the same as the occurrence limit of liability on the policy.
 - (2)** Rates are flat charges.
 - (3)** Attach Endorsement **BO 00 62**.
 - j. Optometrists Professional Liability Coverage** is available.
 - (1)** Limit of Liability must be the same as the occurrence limit of liability on the policy.
 - (2)** Rates apply per Optometrist, and per partner or member when liability also includes a partnership or corporation.
 - (3)** Attach Endorsement **BO 00 40** for single limit coverage, and attach Endorsement **BO 00 41** for coverage based on separate limits.
- q.** Under Rule **29.D.5. Condominiums, Co-ops, Associations - Directors And Officers Liability** Endorsement, Paragraph **c.** and **d.** are replaced.
 - c. Limits Of Insurance**

Directors And Officers Liability Annual Aggregate Limits of Insurance of \$300,000, \$500,000, \$1,000,000 and \$2,000,000 are available.
 - d. Deductible**

A base deductible of \$500 applies.
- r.** Under Rule **29.**, Paragraph **E.** is added:
 - E. Endorsements Applicable To Both Property And Liability.**
 - (1) Description**

The Businessowners Plus Endorsement **BO 00 02** is attached to all policies unless the Businessowners Platinum Plus Endorsement is selected.

Rule 29. Endorsements (Cont'd)

(2) Eligibility

Eligibility requirements for the Businessowners Platinum Plus Endorsement are:

- (i) Minimum of \$50,000 in Business Personal Property; or
- (ii) Minimum of \$100,000 in total building coverage on the policy.

(3) Attach Endorsement **BO 00 02 for no charge, or**

BO 00 57 is calculated by multiplying the Property premium by 8% subject to a minimum of \$130 and a maximum of \$450.

(4) Coverage Comparison

Coverage	BOP Plus Limits	BOP Platinum Plus Limits
Accounts Receivable	\$15,000	\$25,000
Appurtenant Structures	10% or \$5,000	10% or \$10,000
Reward Payment	\$ 5,000	\$10,000
Bail Bonds	\$500	\$500
Business Income and Expense from Dependent Properties	\$ 5,000	\$10,000
Business Income - Waiting Period	72 hours	0 hours
Business Personal Property in the Open	1,000 ft	1,000 ft
Business Personal Property Off Premises or in transit (includes fairs or exhibitions)	\$15,000	\$25,000
Employee Dishonesty	\$10,000	\$25,000
Extended Business Income	60 days	90 days
Fine Arts	Available	\$ 5,000
Fire Department Service Charge	\$ 5,000	\$10,000
Fire Extinguisher System Recharge Expense	\$ 5,000	\$10,000
Forgery & Alterations	\$ 2,500	\$10,000
Identity Theft Expense Coverage	\$ 2,500	\$ 5,000
Increased Cost of Construction (ordinance or law)	\$10,000	\$25,000
Lock & Key Replacement	\$ 1,000	\$ 1,000
Medical Payments	\$ 5,000	\$10,000
Money and Securities	\$5,000/\$2,000	\$10,000/\$5,000
Money Orders and Counterfeit Money	\$ 1,000	\$10,000
Newly Acquired Business Personal Property	\$100,000 and 30 days	\$250,000 and 180 days
Newly Acquired or Constructed Buildings	\$250,000 and 30 days	\$500,000 and 180 days
Newly Acquired Locations - Business Income	\$ 5,000	\$10,000
Outdoor Property	\$ 5,000	\$10,000
Personal Effects	\$10,000	\$10,000
Pollution - Limited Liability *	N/A	\$25,000
Preservation of Property	30 days	60 days
Signs	\$ 5,000	\$10,000
Supplemental Payments - Loss of Earnings	\$500 per day	\$500 per day
Utility Service - Business Income	Available	\$ 5,000
Utility Service - Direct Damage	Available	\$10,000
Valuable Papers and Records - On Premises	\$10,000	\$25,000
Valuable Papers and Records - Off Premises	\$ 5,000	\$ 5,000
Valuable Papers and Records - Property Held as Samples	N/A	\$10,000
Water Back-Up from Sewer or Drains	\$ 5,000	\$10,000
Water Back-up from Sewers or Drains - Business Income	\$ 5,000	\$10,000

* Pollution Limited Liability is provided via endorsement **BO 00 72** - Limited Pollution Liability Extension.

Rule 29. Endorsements (Cont'd)

s. Under Rule 29., Paragraph F. is added:

F. Pesticide Or Herbicide Applicator Coverage Endorsement BO 00 43

a. Description Of Coverage

This endorsement amends the pollution exclusion applicable to Businessowners Liability Coverage to make it inapplicable to the operations of a landscape gardener, provided that such operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government that apply to such operations.

b. Endorsement

Pesticide Or Herbicide Applicator Coverage Endorsement **BO 00 43** may be attached only when the insured contractor is a landscape gardener.

c. Premium Determination

The premium charge when the Pesticide Or Herbicide Applicator Coverage Endorsement **BO 00 43** is attached is \$100.

d. Limits Of Insurance

In accordance with the Ohio Department of Agriculture adopted Rule 901:5-11-06, every person issued a pesticide business license must have a liability policy in force for the term of the license providing coverage for bodily injury, property damage and products/completed operations. The policy shall contain the following minimum limits of insurance:

- (1) Three hundred thousand dollars policy general aggregate limit;
- (2) Three hundred thousand dollars per occurrence limit; and
- (3) Three hundred thousand dollars products/completed operations aggregate limit.

t. Under Rule 29., Paragraph G. is added:

G. CyberOne Coverage.

Our CyberOne coverage is comprised of two coverage components - first party Computer Attack coverage and third party Network Security Liability coverage. These two coverage components are independent and can be offered separately or together.

1. Computer Attack Coverage

This first party coverage is triggered by the insured's discovery that a computer attack has affected a computer system owned or leased by the insured and under the insured's control.

A computer attack may be:

- A hacking event or other instance of an unauthorized person gaining access to the computer system
- An attack against the system by a virus or other malware
- A denial of service attack against the insured's system

Discovery of the attack must occur during the policy period. Coverage does not apply to breaches that occur prior to the first inception of the coverage.

Rule 29. Endorsements (Cont'd)

Our Computer Attack Coverage consists of the following coverage components:

- Coverage 1 - Data Restoration Costs - Coverage for the cost of a professional firm hired by the insured to replace lost or corrupted data from electronic sources.
- Coverage 2 - Data Recreation Costs - Coverage for the cost of a professional firm hired by the insured to research, recreate and replace lost or corrupted data from *non*-electronic sources. Subject to a sublimit of \$5,000.
- Coverage 3 - System Restoration Costs - Coverage for the cost of a professional firm hired by the insured to restore its computer system to its pre-attack level of functionality by replacing or reinstalling software, removing malicious code and correcting the configuration of the insured's computer system.
- Coverage 4 - Loss of Business - Coverage for business income lost by the insured and extra expenses incurred by the insured during the period of time when system and data recovery activities are taking place. Subject to a sublimit of \$10,000.
- Coverage 5 - Public Relations Services - Coverage for assistance from a professional public relations firm in communicating with outside parties concerning the Computer Attack and the insured's response. Subject to a sublimit of \$5,000.

The following options will be available:

Computer Attack Coverage	Full	Limited
Annual aggregate limit per policy	\$100,000	\$50,000
Per occurrence deductible	\$ 10,000	\$ 5,000
Premium	\$121	\$42

2. Network Security Liability Coverage

This third party coverage is triggered by the insured's receipt of notice of a network security liability suit. The network security liability suit can be a civil action, an alternate dispute resolution proceeding or a written demand for money. The network security liability suit must be initiated by a third party who alleges that a systems security failure on the part of the insured allowed one or more of the following to happen:

- The breach of third party business information
- The unintended propagation or forwarding of malware
- The unintended abetting of a denial of service attack

There need not be a covered loss under the first party Computer Attack coverage in order for there to be a loss under the third party Network Security Liability coverage.

The Network Security Liability limit is separate from that afforded under the Computer Attack Coverage. Limits cannot be combined or stacked. Only the limit in force during the policy period when notice of the suit was first received by the insured will apply.

Receipt of notice of the suit must occur during the policy period, and the suit must arise from an event that occurs after the first inception of the coverage.

The coverage will be defense within the limits, and the following options will be available:

Network Security Liability Coverage	Full	Limited
Annual aggregate limit per policy	\$100,000	\$50,000
Per occurrence deductible	\$ 10,000	\$ 5,000
Premium	\$179	\$48

V. DEVIATIONS TO ISO CLASS-SPECIFIC ENDORSEMENTS RULES

Under Rule **41**. The following is amended:

Coverage form **BO 00 75** Apartment Buildings replaces **BP 07 75** Apartment Buildings throughout this rule; and Paragraph **B.1.a.(1)** is replaced with the following:

- (1) Section **I** - Property to provide either new or enhanced coverage for lock replacement; ordinance or law equipment coverage; pollutant clean-up and removal; and tenant move back expense coverage. Additionally, since employee dishonesty coverage is provided in the Businessowners Coverage Form, this endorsement expands the employee dishonesty coverage to include coverage for theft of tenants' property by an identified employee.

Rules **42. and 43.** are deleted and replaced by the following:

COMPANY SPECIALTY PROGRAMS

The following eligibility, coverage, and premium determination rules apply to the Company Specialty Programs. When no specific rule applies, refer to the Businessowners Program rules.

A. Contractor Program

1. This special program is designed for those contractors whose operations are described by the contractor classifications listed in the classification table and who employ 15 or fewer workers. The program features liability premium determination based upon the number of employees, along with an automatic business personal property limit of \$1,000. All rates and premiums in this program, except for Tool Coverage and Installation Coverage, will apply to the developed premium.

a. Automatic coverage extensions include:

- (1) Voluntary Property Damage and Care, Custody or Control Coverage - \$5,000 per occurrence/\$25,000 aggregate with a \$500 deductible per loss. Attach **BO 00 13** Contractor Program - Extension Endorsement or **BO 00 61** Contractor Program Plus - Extension Endorsement is available with other coverages for an additional charge.

- (2) Contractors' Installation, Tools And Equipment Coverage - **BO 00 18:**

(a) Installation - \$2,000

(b) Tools and Equipment - \$2,500

b. Coverage option:

For a reduction in premium a contractor can choose not to have items **a.(2)(a)** and **a.(2)(b)** above included in the policy coverage. This premium reduction applies to all premium, including minimum premium policies.

2. Eligibility Standards

Only contractors with 15 or fewer employees are eligible. (*For the purpose of this rule, 2 part-time employees shall be equal to one employee*).

Gross annual receipts may not exceed \$2,000,000, nor may annual payroll exceed \$600,000.

Contractors who are regularly or frequently involved as contractors or subcontractors on projects exceeding 25% of their annual receipts are not eligible. General contractors are not eligible. A contractor is typically considered a general contractor for the purpose of this rule if the total cost of subcontracted work exceeds 25% of the contractor's total receipts.

Businesses which rent or lease equipment to others are not eligible.

Contractors in business less than 1 year under the present ownership are subject to a New Venture surcharge of \$55.

Contractor Program (Cont'd)

3. Definition of Employee

a. Full-Time

Each owner, partner or active corporate officer is a full-time employee.

Any person working 120 days or more in any one year is also a full-time employee.

Inactive corporate officers and clerical office help are not to be included.

b. Part-Time

Any person who works **less than** 120 days in any one year is a part-time employee.

For Premium determination purposes, compute the total number of days worked by all part-time employees, divide by 120 days, and round to the next highest whole number

4. Premium Determination

- a.** Rate Liability according to the Contractor Liability Rates. Multiply the number of full-time and part-time employees by the applicable liability rate to develop the liability premium.
- b.** If insured is in business less than one year, or has never had prior insurance coverage, add \$55 to the total premium. This premium is in addition to any policy minimum premium and only applies to the first year of the policy and does not apply at renewal.
- c.** Rate Buildings and Business Personal Property according to the ISO rules under **23.C.** Premium Determination.

d. Uninsured Subcontractors

(Those unable to supply us with acceptable certificates of insurance.) In the event the number of employees can't be readily determined, we will divide the total payroll for the uninsured subcontractors by the payroll assigned to an individual insured per **Rule 24** in Division Six - General Liability to determine the number of full-time employees.

In the event the actual payroll can not be separated from the total cost of the uninsured subcontractor, 50% of the total cost will be assigned as payroll.

- e.** Premium is subject to annual audit.
- f.** Attach Endorsement **BO 00 13** - Contractor Program - Extension Endorsement, or **BO 00 61** Contractor Program Plus - Extension Endorsement for an additional premium.
- g.** Attach Endorsement **BO 00 18** - Contractors' Installation, Tools And Equipment Coverage, to all policies unless the policyholder has chosen to decline this coverage.

5. Subcontractor Charge

When work is performed for the named insured by properly insured subcontractors, the liability premium is surcharged depending on the ratio of the total cost of subcontracted work to total annual sales.

Determine the subcontractor charge as follows:

- a.** Determine the percent of subcontracted work by dividing total annual sales by the total annual cost of subcontracted work.

Contractor Program (Cont'd)

- b. If the percentage exceeds 25%, multiply the total annual sales by .25 and subtract from the total annual cost of subcontracted work to get the developed exposure basis.
- c. Divide by 1000 and multiply by the rate based on the limit of liability shown in the rate table under Contractor Liability Rates.

6. Contractors Coverages

a. Contractor Program Plus - Extension Endorsement

(1) Description Of Coverage

When the endorsement is attached to the coverage the following additional coverages are provided:

- (a) Voluntary Property Damage - \$10,000 per occurrence / \$30,000 aggregate with a \$500 deductible per loss.
- (b) Rekey of customer's keys - \$10,000 for actual and necessary expense incurred to rekey customer's premises as a result of loss or damage to their keys entrusted to insured.
- (c) Additional Insured - Owners, Lessees or Contractors - Automatic status by contract or agreement.
- (d) Additional Insured - Lessor of Leased Equipment or Managers or Lessors of Premises - Automatic status when required in lease agreement.
- (e) Aggregate Limits of Insurance apply per project.
- (f) Waiver of Subrogation is automatic when insured has agreed in writing, before the loss, to waive such rights.
- (g) Contract Penalties - \$10,000.
- (h) Equipment Rental Reimbursement - \$10,000 for all equipment in an annual policy period.
- (i) Borrowed Equipment - \$5,000 for borrowed equipment while that equipment is not being used to provide operations at a job site and is excess over any other applicable insurance.

(2) Other Coverages

- (a) When **BO 00 61** is attached:
 - (i) Contractors' Tools and Equipment Coverage is provided at a limit of \$10,000 in lieu of \$2,500
 - (ii) Contractors' Installation Coverage is provided at a limit of \$10,000 in lieu of \$2,000

(3) Endorsement

Attach Endorsement **BO 00 61**.

(4) Premium Development

Multiply the liability premium by 7% to develop the premium for the Contractor Program Plus - Extension Endorsement. This is subject to a \$130 minimum and a \$300 maximum per policy.

Contractor Program (Cont'd)

b. Amendment - Aggregate Limits of Insurance (Per Project)

(1) Description Of Coverage

The aggregate limit of insurance for Liability and Medical Expenses in the Businessowners Coverage Form may be changed from a per policy to a per project basis for every project engaged in by the insured contractor that is covered by the policy.

(2) Endorsement

Use Amendment - Aggregate Limits of Insurance (Per Project) Endorsement **BP 07 02**.

(3) Premium Development

Refer to Contractor Liability Company Rates for limits of insurance.

c. Contractors' Installation, Tools And Equipment Coverage Endorsement BO 00 18

The attachment of Contractors' Installation, Tools And Equipment Coverage Endorsement **BO 00 18** includes the following base coverages and limits of insurance:

(1) Coverage 1 - Contractors' Installation Coverage

(a) Description Of Coverage

This coverage extends \$2,000 of insurance that applies to business personal property to apply to Contractors' materials, supplies, equipment, machinery, fixtures and temporary structures while:

- i. At any job site not owned, leased or operated by the insured contractor;
- ii. Awaiting and during installation, or awaiting acceptance by the purchaser;
- iii. In transit; or
- iv. At any temporary storage location.

The deductible is a separate deductible from the property deductible.

(b) Limit Of Insurance

- i. The limits of insurance for property covered at each covered job site while in transit and while at a temporary storage location is fixed at the limit of insurance shown in the schedule regardless of the number of covered job sites. The maximum limit for covered property at all covered job sites combined is three times the limit of insurance at each covered job site.
- ii. The limit of insurance for covered property while in transit is \$5,000.
- iii. The limit of insurance for covered property while at a temporary location is \$5,000.

(2) Coverage 2 - Contractors' Tools And Equipment Coverage

(a) Description Of Coverage

This coverage extends \$2,500 of insurance that applies to business personal property to apply to Contractors' tools and equipment owned by the insured while temporarily at a premises not owned, leased or operated by the insured contractor; or while in transit.

Contractor Program (Cont'd)

A \$1,000 or \$2,000 limit applies to any one tool and the deductible is a separate deductible from the property deductible.

When a limit of \$5,000 or higher is shown in the Schedule the exclusion for theft of tools from an unattended vehicle does not apply.

Contractors' Optional Coverages

The following optional coverages are available under Endorsement **BO 00 18**:

(3) Coverage 3 - Non-owned Tools And Equipment Coverage

(a) Description Of Coverage

If a limit of insurance is shown in the Schedule of the endorsement for this optional coverage, coverage is provided for non-owned tools and equipment leased or rented from others (other than employees' tools) that are in the insured's care, custody or control.

(b) Premium Determination

- (i)** Refer to Contractors' Non-owned Tools rate table based on deductible chosen for this form to determine the non-owned tools and equipment rate.
- (ii)** Multiply the resulting rate by the non-owned contractors' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(4) Coverage 4 - Employees' Tools

(a) Description Of Coverage

If a limit of insurance is selected for this optional coverage, coverage is provided for employees' tools which are used in connection with your operations. Coverage is subject to a \$500 limit per tool and a \$1000 limit for all tools of any one employee.

(b) Premium Determination

- (i)** Refer to the Contractors' Employee Tools rate table to determine the employees' tools and equipment rate.
- (ii)** Multiply the resulting rate by the employees' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(5) Optional Higher Limits Of Insurance

(a) Coverage 1 - Installation Coverage

Refer to the Contractors' Installation rate table to determine the additional premium for limits in excess of the \$2,000 coverage automatically provided in the endorsement. The only increased optional limits of insurance available that may be selected is the property at each covered job site and for property at all covered job sites are three times the property selected at each covered job site.

Contractor Program (Cont'd)

(b) Coverage 2 - Tools And Equipment Coverage

For an additional premium the contractors' tools and equipment limits may be increased in excess of the \$2,500 coverage automatically provided in the endorsement. Coverage for tools and equipment may be provided as follows:

(i) Blanket Limit Subject To A \$2,000 Sub-limit Per Tool Or Piece Of Equipment

- Refer to the Contractors' Blanket Tools rate table to determine the blanket owned contractors' tools and equipment rate subject to a \$2,000 sublimit.
- Multiply the resulting rate by the blanket owned contractors' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(ii) Blanket Limit Subject To A \$1000 Sub-limit Per Tool Or Piece Of Equipment

- Refer to the contractors' Blanket Tools rate table to determine the blanket owned contractors' tools and equipment rate subject to a \$1,000 sub-limit.
- Multiply the resulting rate by the blanket owned contractors' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(iii) Scheduled Limit

For an additional premium, coverage may be provided for specifically described tools or pieces of equipment.

- Refer to the Contractors' Scheduled Tools rate table to determine the scheduled contractors' tools and equipment rate.
- Multiply the resulting rate by the total scheduled contractors' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(6) Deductible Options

A deductible of \$500 applies to the Contractors' Installation, Tools And Equipment Coverage. Optional deductibles of \$1,000, \$2,500 and \$5,000 are available.

d. Contractors Errors And Omissions

(1) Description

Our Contractors Errors and Omissions program was designed for over 40 classes of artisan contractors as an enhancement to the Businessowners policy. Our program:

- Responds to Third Party loss resulting from "property damage" to "your work", "your product" and "impaired property" caused by a contractors "wrongful act" in rendering or failing to render "Contracting Services".
- Provides coverage on a claims-made-and-reported, defense within the limits, duty to defend basis.
- Offers Per Job/Annual Aggregate Limits ranging from \$5,000/\$25,000 to \$100,000/\$100,000.
- Includes deductibles which range from \$500 to \$5,000 per job.
- Includes a minimum Contractors Errors and Omissions coverage premium per policy.

Contractor Program (Cont'd)

(2) Eligible Classes

Eligible	Code	Class Description
No	91560	Concrete Construction
No	91746	Door, Window or Assembled Millwork Installation - Metal only
No	92215	Driveway, Parking Area or Sidewalk - Paving or Repairing
No	94007	Excavation
No	99952	Pressure Washing
No	98884	Sheet Metal Work (Gutter and Downspout Installation)
No	98967	Siding Installation
No	99975	Window Cleaning* - Three Stories or Less in Height
No	91340	Carpentry - NOC
No	95625	Handyperson
No	98678	Roofing - Residential
Yes	91111	Air Conditioning Systems
Yes	91150	Appliances and Accessories - Installation and Repair - Commercial
Yes	91155	Appliance and Accessories - Installation and Repair - Household
Yes	99650	Cable/Dish Installation
Yes	91341	Carpentry - Interior only
Yes	91405	Carpet, Rug, Furniture or Upholstery Cleaning*
Yes	91436	Ceiling or Wall Installation - Metal
Yes	92338	Dry Wall or Wallboard Installation
Yes	92478	Electrical Work
Yes	94276	Fence Erection Contractors
Yes	94569	Floor Covering Installation - No Ceramic Tile or Stone
Yes	98111	Furniture or Fixtures - Installation in Offices or Stores
Yes	13590	Glass Dealers and Glaziers
Yes	95647	Heating and Air Conditioning System or Equipment
Yes	96053	House Furnishings Installation - NOC
Yes	96611	Interior Decorators
Yes	96816	Janitorial Services* - Residential or Light Office
Yes	97047	Landscape Gardening
Yes	98482	Lawn Sprinkler Installation
Yes	97447	Masonry
Yes	98304	Painting - Exterior
Yes	98305	Painting - Interior
Yes	98344	Paperhanging
Yes	98449	Plastering
Yes	98483	Plumbing - Residential or Commercial
Yes	98636	Refrigeration Systems - Installation and Repair - Commercial
Yes	98806	Septic Tank Installation
Yes	99003	Sign Painting or Lettering - Inside Building - No Spray Painting
Yes	99746	Tile, Stone, Marble or Terrazzo Work - Interior
Yes	99948	Water Softening Installation

Contractor Program (Cont'd)

(3) Premium Determination

The additional premium charge is shown below and applies to the Businessowners premium:

Rates for all Contractor Classes

E&O Limit		E&O Deductible	BOP Limit of Liability				
Per Claim Limit of Insurance	Annual Aggregate Limit of Insurance	Per Claim Deductible	300,000/600,000	500,000/1,000,000	1,000,000/2,000,000	1,000,000/3,000,000	2,000,000/4,000,000
\$ 5,000	\$ 25,000	\$ 500	14.4%	13.2%	12.0%	12.0%	8.6%
\$ 10,000	\$ 50,000	\$1,000	17.1%	15.6%	14.2%	14.2%	10.1%
\$ 25,000	\$ 75,000	\$1,500	20.1%	18.4%	16.7%	16.7%	11.9%
\$ 50,000	\$100,000	\$2,500	20.5%	18.8%	17.0%	17.0%	12.1%
\$100,000	\$100,000	\$5,000	20.4%	18.6%	16.9%	16.9%	12.0%

(4) Minimum Premiums

The following minimum Contractors Errors and Omissions premium applies per policy:

Per Claim Limit of Insurance	Annual Aggregate Limit of Insurance	Minimum Contractors E&O Premium
\$ 5,000	\$ 25,000	\$ 77
\$ 10,000	\$ 50,000	\$ 77
\$ 25,000	\$ 75,000	\$ 77
\$ 50,000	\$100,000	\$154
\$100,000	\$100,000	\$231

(5) Endorsement

Use Contractors Errors and Omissions Coverage Endorsement **BO 00 74**.

**THE CELINA MUTUAL INSURANCE COMPANY
BUSINESSOWNERS PROGRAM**

CONTRACTOR LIABILITY RATES

Entire State

OHIO

Nature of Operations	SIC Code	ISO Class	Occur Agg	\$300,000 \$600,000	\$500,000 \$1,000,000	\$1,000,000 \$2,000,000	\$1,000,000 \$3,000,000	\$2,000,000 \$4,000,000
Air Conditioning Systems	1711	91111	Full	109	120	138	140	153
			Part	55	60	69	70	77
Appliances & Accessories - Installation & Repair- Commercial	5722	91150	Full	117	129	155	156	175
			Part	59	65	78	78	88
Appliance & Accessories- Installation & Repair- Household	5722	91155	Full	309	343	409	414	466
			Part	155	172	205	207	233
Cable/Dish Installation	7622	99650	Full	42	45	53	53	58
			Part	21	23	27	27	29
Carpentry- NOC	1751	91340	Full	185	205	243	246	275
			Part	93	103	122	123	138
Carpentry - interior only	1751	91341	Full	135	152	186	188	214
			Part	68	76	93	94	107
Carpet, Rug, Furniture or Upholstery Cleaning *	7217	91405	Full	67	73	84	85	93
			Part	34	37	42	43	47
Ceiling or Wall Installation - Metal	1761	91436	Full	137	153	180	183	203
			Part	69	77	90	92	102
Concrete Construction	1771	91560	Full	138	155	190	191	219
			Part	69	78	95	96	110
Door, Window or Assembled Millwork Installation- metal only	1751	91746	Full	161	179	213	215	241
			Part	81	90	107	108	121
Driveway, Parking Area or Sidewalk - Paving or Repairing	1771	92215	Full	95	104	121	122	133
			Part	48	52	61	61	67
Dry Wall or Wallboard Installation	1742	92338	Full	51	57	69	71	80
			Part	26	29	35	36	40
Electrical Work	1731	92478	Full	52	58	68	69	77
			Part	26	29	34	35	39
Excavation *	1794	94007	Full	426	470	552	558	617
			Part	213	235	276	279	309
Fence Erection Contractors	1799	94276	Full	118	131	155	157	174
			Part	59	66	78	79	87
Floor Covering Installation - no Ceramic Tile or Stone	1752	94569	Full	84	92	107	109	118
			Part	42	46	54	55	59
Furniture or Fixtures - Installation in Offices or Stores	7629	98111	Full	8	9	11	11	12
			Part	4	5	6	6	6
Glass Dealers & Glaziers	1793	13590	Full	129	144	171	173	195
			Part	65	72	86	87	98
Handyperson *	1751	95625	Full	122	133	155	157	170
			Part	61	67	78	79	85
Heating & Air Conditioning System or Equipment	1711	95647	Full	167	185	220	223	250
			Part	84	93	110	112	125
House Furnishings Installation - NOC	7641	96053	Full	98	106	125	125	138
			Part	49	53	63	63	69
Interior Decorators	7389	96611	Full	30	32	37	38	41
			Part	15	16	19	19	21
Janitorial Services * - Residential or Light office	7349	96816	Full	48	52	60	60	65
			Part	24	26	30	30	33
Landscape Gardening **	0782	97047	Full	37	40	43	44	46
			Part	19	20	22	22	23
Lawn Sprinkler Installation	1711	98482	Full	188	210	249	253	284
			Part	94	105	125	127	142
Masonry	1741	97447	Full	85	95	116	118	133
			Part	43	48	58	59	67
Painting - Exterior *	1721	98304	Full	116	127	147	149	162
(Three Stories or Less)			Part	58	64	74	75	81

**THE CELINA MUTUAL INSURANCE COMPANY
BUSINESSOWNERS PROGRAM**

CONTRACTOR LIABILITY RATES

Entire State

OHIO

Nature of Operations	SIC Code	ISO Class	Occur Agg	\$300,000 \$600,000	\$500,000 \$1,000,000	\$1,000,000 \$2,000,000	\$1,000,000 \$3,000,000	\$2,000,000 \$4,000,000
Painting - Interior *	1721	98305	Full	55	61	71	71	78
			Part	28	31	36	36	39
Paperhanging	1721	98344	Full	19	22	25	26	27
			Part	10	11	13	13	14
Plastering	1742	98449	Full	179	198	236	239	269
			Part	90	99	118	120	135
Plumbing - Residential or Commercial +	1711	98483	Full	369	403	471	477	522
			Part	185	202	236	239	261
Pressure Washing *	1799	99952	Full	136	153	187	189	216
			Part	68	77	94	95	108
Refrigeration Systems - Installation & Repair -Commercial	7623	98636	Full	134	149	176	179	199
			Part	67	75	88	90	100
Roofing - Residential *	1761	98678	Full	622	687	810	820	910
			Part	311	344	405	410	455
Septic Tank Installation	1711	98806	Full	120	132	155	157	174
			Part	60	66	78	79	87
Sheet Metal Work	1761	98884	Full	61	69	83	85	96
			Part	31	35	42	43	48
Siding Installation	1761	98967	Full	165	185	224	227	259
			Part	83	93	112	114	130
Sign Painting or Lettering- Inside Building- no spray painting	7389	99003	Full	35	39	44	45	49
			Part	18	20	22	23	25
Tile, Stone, Marble or Terrazzo Work - Interior	1743	99746	Full	81	90	107	108	120
			Part	41	45	54	54	60
Water Softening Installation	1711	99948	Full	444	482	558	566	613
			Part	222	241	279	283	307
Window Cleaning * - 3 Stories or Less in Height	1799	99975	Full	58	63	73	74	80
			Part	29	32	37	37	40

Minimum Premium	450	500	650	655	750

* \$500 Property Damage Deductible applies per claim

** No application of fertilizer, fungicides, herbicides or pesticides.

+ No Fire Suppression Systems.

Contractors' Blanket Tools			
Deductible	Per Item Limit		
	\$1,000	\$2,000	
	rate/\$100	rate/\$100	
\$500	2.50	2.90	
\$1,000	1.95	2.35	
\$2,500	1.25	1.65	
\$5,000	1.00	1.40	

Contractors Installation	
Deductible	Rate/\$100
\$500	1.50
\$1,000	1.25
\$2,500	1.00
\$5,000	0.85

Contractors' Scheduled Tools	
Deductible	rate/\$100
\$500	2.25
\$1,000	1.80
\$2,500	1.20
\$5,000	0.95

Contractors' Nonowned Tools	
Deductible	rate/\$100
\$500	0.95
\$1,000	0.80
\$2,500	0.60
\$5,000	0.50

Subcontractors	
Limit (Occur/Agg)	Rate/\$1,000
\$300,000/\$600,000	3.11
\$500,000/\$1,000,000	3.54
\$1,000,000/\$2,000,000	4.36
\$1,000,000/\$3,000,000	4.41
\$2,000,000/\$4,000,000	5.04

Contractors' Employee Tools	
Deductible	Rate/\$100[#]
\$500	3.50
\$1,000	2.75
\$2,500	1.75
\$5,000	1.50

B. Auto Service Program

1. This is an insurance program specially designed for the auto repair and service industry. It includes Liability and Property coverages.

Gross annual receipts may not exceed \$4,000,000 and annual payroll must be less than \$600,000.

a. Eligible Operations

- (1) Tune-Up Shops
- (2) Oil and Lubrication Shops
- (3) Wheel Alignment Shops (no heavy trucks or frame straightening)
- (4) Auto Electrical Repair Shops
- (5) Undercoating, Sealing and Rustproofing Shops
- (6) Transmission Shops
- (7) Light Mechanical Repair (with incidental body work)
- (8) Radiator and Air Conditioning Shops
- (9) Muffler, Shock and Brake Shops
- (10) Auto Glass Shops
- (11) Detail Shops
- (12) Tire Dealers
- (13) Seat Cover and Upholstery Shops
- (14) Car Washes (Refer to Rule **B.4.**)
- (15) Auto Sales are eligible if:
 - Incidental to the overall auto service operation;
 - Receipts are less than 20% of the total receipts; and
 - The vehicles for sale inventory is less than \$100,000.

b. Ineligible Operations

- (1) LPG Sales - refilling operations
- (2) Rental Operations of any kind
- (3) Towing Operations (unless incidental)
- (4) Rent-A-Bay or Self Service Operations
- (5) Body Shops
- (6) Junk Yards or Used Auto Parts sales
- (7) 24 Hour Operations
- (8) Guard Dogs or Watch Dogs on premises
- (9) Shops with over 15 fulltime employees

Auto Service Program (Cont'd)

2. Definition of Employee

a. Full-Time

- (1) Each owner, partner or active officer; and
- (2) Any person working more than 120 days in any one year.

b. Part-Time

- (1) Any person who works less than 120 days in any one year. The rate for a part-time employee is 1/2 the rate for a full-time employee.
- (2) For premium computation purposes, compute the total number of days worked by all part-time employees, divide by 120 days, and round to the next highest whole number.

c. Exclude from rating any inactive officers or partners and clerical employees.

3. Endorsements

- a.** The Auto Service Program - Extension Endorsement **BO 00 14** is attached to all auto service policies at an additional charge of \$25 per location.

Automatic Coverage Extensions include:

- (1) Broad Form Products Liability.
- (2) Legal Liability for damage to real property caused by an auto - \$10,000.
- (3) Fences, light poles, and lighting equipment located at the premises is added to the description of building.
- (4) Liability coverage for the operation of customer's auto while on insured premises.
- (5) Employees' Tools - \$2,500 for any one occurrence limited to \$500 for any one employee.
- (6) Mechanics' Errors And Omissions Liability - provides coverage for mechanics' acts, errors or omissions at a sublimit of \$25,000. Optional limits of \$50,000 and \$100,000 are available.

(a) Optional Higher Mechanics' Errors And Omissions Limits

Limit of Insurance	Premium
\$ 50,000	\$30
\$100,000	\$70

- b. Hired Auto And Non-owned Auto Liability Coverage and Hired Auto Physical Damage Coverage**

Endorsement **BO 00 58** is attached to all auto service policies and Hired Physical Damage coverage is also provided. The rate is determined as follows:

(1) Hired Auto

Determine the flat charge from the auto service rate page.

Auto Service Program (Cont'd)

(2) **Non-owned Auto**

- (a) Determine the number of employees.
- (b) Multiply the number of employees by the rate shown in the auto service rate pages for this coverage.

c. **Garagekeepers Coverage**

- (1) Endorsement **BO 00 16** is available on a Direct Excess, Direct Legal Liability or Direct Primary basis.
- (2) Refer to the Garagekeepers Liability rates to determine the additional premium.

d. **Auto Service and Sales Plus Coverage Endorsement**

1. **Description Of Coverage**

The Auto Service and Sales Plus Coverage Endorsement is available for auto service risks that have incidental auto sales and provides the following coverages:

- False Pretense Coverage - \$25,000
- Physical Damage - Autos Held for Sale by Non-Dealer - \$100,000
- Title Errors and Omissions Coverage - \$300,000
- Truth in Lending Errors and Omissions Coverage - \$300,000
- Federal Odometer Statute Errors and Omissions Coverage - \$300,000
- Prior Damage Disclosure Statutes Errors and Omissions Coverage - \$300,000

2. **Endorsement**

Use Auto Service and Sales Plus Coverage Endorsement **BO 00 80**.

3. **Premium Determination**

Develop the additional premium for Auto Service and Sales Plus Coverage by charging an additional \$400 per location.

Note: When this endorsement is attached the following endorsement is required to be added to the Commercial Auto Coverage Part: Registration Plates Not Issued For A Specific Auto - **CA 20 27**.

4. **Car Wash Classifications**

- a. This rule supersedes Paragraph **B.3.** above if the Car Wash classification is used.

The Car Wash Program - Extension Endorsement **BO 00 17**, Hired Auto And Non-owned Auto Liability Coverage Endorsement **BO 00 58** and Garagekeepers Coverage **BO 00 16** are attached to policies utilizing the car wash classification. A charge of \$275 per location applies for these endorsements with a maximum charge of \$550.

Automatic Coverage Extensions include:

- (1) Non-owned Auto Liability.
- (2) Hired Car Liability.
- (3) Hired Auto Direct Physical Damage.
- (4) Broad Form Products Liability.

Auto Service Program (Cont'd)

- (5) Loss of Use Coverage when a customer's auto is stolen or damaged.
 - (6) Legal Liability for damage to real property caused by an auto - \$10,000.
 - (7) Liability coverage for the operation of customer's auto while on insured premises.
 - (8) Physical Damage coverage for customer's cars under legal liability basis - with option for direct primary basis.
 - (9) Outdoor Vacuums and Light Poles included in the building coverage.
 - (10) Mechanics' Errors And Omissions Liability Coverage - provides coverage for acts, errors or omissions at a sub-limit of \$25,000.
- b. Garagekeepers Direct Primary Coverage. An additional charge of \$125 applies per location for this coverage.
 - c. A deviation of .90 may be applied to this class.

5. Premium Determination

- a. Rate Liability according to the Auto Service Liability Rates. Refer to the state territories to determine the territory and territory code applicable to the location of the premises insured.

Multiply the number of full-time and part-time employees by the applicable liability rate to develop the liability premium.

For Lessors Liability under Auto Service, use Liability Class Group 21, and Liability Exposure Base Limit Of Insurance (LOI).

- b. (1) Rate Buildings and Business Personal Property according to the ISO Rules under **23.C. Premium Determination.**

(2) (a) The following rate number relativities are added to table **23.C.1.b.(RF)**:

Rate Number Relativities

Property Rate Number	Classification	Factor
37	Auto Service - Building	1.425
38	Auto Service - Business Personal Property	0.865

(b) The following sprinkler factors are added to table **23.C.5.(RF)**:

Property Rate Number	Classification	Factor
37	Auto Service - Building	.85
38	Auto Service - Business Personal Property	.85

- 6. Minimum Premium for this program is \$450.
- 7. If owned auto coverage is desired, a separate list of covered autos and coverages is necessary.

Auto Service Program (Cont'd)

Auto Service Liability Rates

Territory	100/200	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
706, 715, 716	\$120	\$147	\$158	\$173	\$175	\$188
704, 711, 712, 717	\$111	\$136	\$146	\$160	\$162	\$174
702, 708, 713, 714, 719	\$106	\$130	\$140	\$153	\$155	\$166
710	\$150	\$184	\$198	\$217	\$219	\$236
709, 718	\$132	\$162	\$174	\$191	\$193	\$207

Hired Auto And Non-owned Auto

	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
Hired Auto	\$53	\$ 58	\$ 65	\$ 66	\$ 72
Non-owned Auto*	\$93	\$101	\$113	\$115	\$126

*For Non-owned auto premium determination is as follows:

Take the total number of employees (including inactive officers and clerical) and multiply by .25.

Take this result and multiply by the Non-owned minimum premium shown above. Charge the premium developed subject to the minimum premium.

EACH EMPLOYEE DEFINITION - All owners, partners, officers and employees, except no charge will be made for (1) inactive officers or partners and (2) clerical employees. Use 50% of the above rate for an employee who works less than 120 days per year.

GARAGEKEEPERS LIABILITY

Legal Liability & Direct Primary Coverages

Garagekeepers Liability

\$100 Deductible per car for all Direct Coverage and \$500 per occurrence for Theft, Vandalism or Mischief	Direct Coverage	
Amount of Insurance	Legal Liability	Direct (Primary)
15,000	\$145	\$ 196
30,000	\$254	\$ 342
60,000	\$421	\$ 568
90,000	\$577	\$ 781
120,000	\$719	\$ 969
150,000	\$855	\$1.153
180,000	\$985	\$1,330
Addl. Limits over \$180,000 (per \$1,000)	\$5.48	\$7.39

\$250 Deductible per car for all Direct Coverage and \$1,000 per occurrence for Theft, Vandalism or Mischief	Direct Coverage	
Amount of Insurance	Legal Liability	Direct (Primary)
15,000	\$110	\$148
30,000	\$191	\$259
60,000	\$318	\$428
90,000	\$433	\$588
120,000	\$540	\$729
150,000	\$640	\$865
180,000	\$739	\$997
Addl. Limits over \$180,000 (per \$1,000)	\$4.11	\$5.54

\$500 Deductible per car for all Direct Coverage and \$2,500 per occurrence for Theft, Vandalism or Mischief	Direct Coverage	
Amount of Insurance	Legal Liability	Direct (Primary)
15,000	\$ 89	\$120
30,000	\$153	\$207
60,000	\$254	\$344
90,000	\$346	\$470
120,000	\$432	\$583
150,000	\$511	\$690
180,000	\$590	\$798
Addl. Limits over \$180,000 (per \$1,000)	\$3.28	\$4.43

\$1,000 Deductible per car for all Direct Coverage and \$4,000 per occurrence for Theft, Vandalism or Mischief	Direct Coverage	
Amount of Insurance	Legal Liability	Direct (Primary)
15,000	\$ 75	\$101
30,000	\$130	\$177
60,000	\$216	\$293
90,000	\$294	\$400
120,000	\$367	\$495
150,000	\$435	\$587
180,000	\$501	\$679
Addl. Limits over \$180,000 (per \$1,000)	\$2.79	\$3.77

Direct Excess Coverage

Multiply the Legal Liability premium above by 1.15 to develop premium for Direct (Excess).

C. Small Church Protector Program

1. This is an insurance program specially designed for the small church risk with property limits of \$2,000,000 or less for all buildings and business personal property at each location. The program includes liability premium determination based upon the square footage of the church buildings. When coverage is written under this program the Small Church Program - Extension Endorsement **BO 00 20** is attached at no additional charge.
 - a. Automatic coverage extensions include:
 - (1) Newly acquired property or new construction at any one location up to 180 days at the sum of the Limit of Insurance for your Buildings and your Business Personal Property but not more than \$500,000 at any one location (\$750,000 at any one location when Businessowners Platinum Plus Endorsement **BO 00 57** is applicable to the policy).
 - (2) \$2,500 for church property in dwellings maintained for church employees.
 - (3) Fences, light-bearing standards or poles is provided at a limit of \$10,000.
 - (4) Appurtenant Structures and Buildings provided at 10% of Building limit or \$20,000, whichever is less.
 - (5) \$5,000 damage to property of others coverage for property of others in your care, custody and control.
 - (6) Volunteer Workers labor medical payments coverage.
 - (7) Athletic medical expense coverage subject to a \$50 deductible.
 - (8) Additional insured coverage for:
 - (a) Any members of the clergy;
 - (b) Any member of the board of trustees, governors, or board of education;
 - (c) Any member of the church.
 - (9) \$150,000 of Tenant's Fire Liability Coverage is included.
 - (10) Money and Securities with double money coverage 48 hours before, during, and 48 hours after the Sunday celebrating Easter, Thanksgiving and Christmas.
 - (11) Extends Employee Dishonesty to provide coverage for Faithful Performance of employees.
2. **Eligibility Standards**
 - a. Only churches with property limits of \$2,000,000 or less for building and business personal property at each location. Any two buildings or more that would constitute one fire division with a combined limit of \$2,000,000 or more are not eligible for the program.
 - b. Churches with daycare or pre-school operations are eligible for this program. The number of children should not exceed 40 at any one time.
3. **Premium Determination**
 - a. (1) Rate Liability according to the Church Liability Rates. Refer to the state territories to determine the territory and territory code applicable to the location of the premises insured. At each location, multiply the applicable liability rate by the amount of square feet per 1,000. (This does not include a parsonage).
 - (2) Rate Cemeteries based on the state-territory for the location of the premises insured. Multiply the applicable rate by the number of acres.

Small Church Protector Program (Cont'd)

- (3) Rate Daycares based on the state-territory for the location of the premises insured. Multiply the applicable rate by the number of licensed students/children.
- b. (1) Rate Buildings and Business Personal Property according to the ISO Businessowners Property Rule **23.C. Premium Determination.**
- (2) Rate Playgrounds and Amusement Areas separately for liability under Rule **23.C.6.c.(1).** Premium charge is per location.

<u>Limits</u> (per occurrence/annual aggregate)	<u>Annual Premium</u>	
	Playgrounds- Indoor or Outdoor	Amusement Areas
\$ 300/\$ 600	\$50	\$ 75
\$ 500/\$1,000	\$53	\$ 79
\$1,000/\$2,000	\$61	\$ 92
\$1,000/\$3,000	\$62	\$ 94
\$2,000/\$4,000	\$70	\$106

- (3) The following rate number relativities are added to Table **23.C.1.b.(RF)**:

Property Rate Number	Classification	Factor
35	Church - Building	.920
36	Church - Building Personal Property	.499

- (4) The following sprinkler factors are added to Table **23.C.5.(RF)**:

Property Rate Number	Classification	Factor
35	Church - Building	.75
36	Church - Building Personal Property	.75

- c. Attach Endorsement **BO 00 20** Small Church Program - Extension Endorsement.
- d. Minimum Policy Premium for this program is \$450.

4. Optional Coverages and Endorsements

- a. Counseling Professional Liability Coverage Endorsement **BO 00 23.** This optional endorsement may be used to cover the professional liability claims arising out of the counseling activities of pastoral counselors and trained lay counselors. The premium for this endorsement is in addition to any Policy Minimum Premium.

<u>Limits</u> (per occurrence/annual aggregate)	<u>Annual Premium</u>	
	Pastoral Counselor	Trained Lay Counselor
\$ 300/\$ 600	\$28	\$12
\$ 500/\$1,000	\$40	\$16
\$1,000/\$2,000	\$52	\$21
\$1,000/\$3,000	\$53	\$22
\$2,000/\$4,000	\$60	\$24

A premium charge must be made for all pastoral counselors and trained lay counselors. Example: If there are three pastoral counselors, a premium charge will be made for all three.

Small Church Protector Program (Cont'd)

- b.** Sexual Acts Liability Coverage Endorsement **BO 00 22**. This optional endorsement provides liability coverage for damages arising out of:

- (1) any alienation of affection;
- (2) the actual or threatened sexual abuse, misconduct or molestation by anyone of any person while in the care, custody or control of any insured; or
- (3) the negligent:
 - (a) employment;
 - (b) investigation;
 - (c) supervision;
 - (d) reporting to the proper authorities, or failure to so report; or
 - (e) retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (2) above.

<u>Limits</u>	<u>Annual Premium</u>
\$ 50,000 per occurrence/\$150,000 annual aggregate	\$125
\$100,000 per occurrence/\$300,000 annual aggregate	\$250
\$250,000 per occurrence/\$500,000 annual aggregate	\$450
\$500,000 per occurrence/\$500,000 annual aggregate	\$600

The premium for this endorsement is in addition to any Policy Minimum Premium.

- c.** Personal Coverage Endorsement. This optional Endorsement **BO 00 21** provides special personal property coverage on a replacement cost basis, personal liability coverage, and medical payments to others coverage (*similar to HO-4, with HO 05 24 endorsement*), for the minister, assistant minister or other church employees. The premium for this endorsement is in addition to the BOP policy premium as calculated without the premium for this endorsement.

The liability and medical payments to others limits are the same as the per occurrence limit and medical payments limit that apply to the church. This coverage is included at no additional charge.

Personal property rates apply as follows:

Personal Property Limit	<u>Annual Premium</u>
\$10,000	\$ 55
20,000	\$ 82
30,000	\$107
40,000	\$132
50,000	\$157

For limits over \$50,000, charge an additional \$2.00 for each \$1,000 of coverage over \$50,000. A \$500 deductible will apply.

Small Church Protector Program (Cont'd)

5. Claim-Free Renewal Discount Plan

a. Eligibility

To qualify for this plan, the policy must be an existing renewal policy with Celina Mutual and must be written in the Small Church Protector Program.

(1) The discount will apply to all lines and coverages written within the program, except Uninsured and Underinsured Motorists Liability, Workers' Compensation and Commercial Umbrella.

(2) If a renewal policy has been claim-free for the preceding year, the risk will receive a 5% discount. If a renewal policy has been claim-free for the previous two years or more, the risk will receive a 10% discount.

b. Maximum Discount

The maximum allowable discount will be capped at 10%.

c. Premium Development

(1) Existing renewal may qualify for 5% or 10% based upon their previous claim experience.

(2) The annual renewal period(s) immediately preceding the current renewal shall be considered the qualifying period for the purposes of this plan.

(3) Develop the premium for each coverage. Multiply by any rate reductions, modification factors or other rating plan debits or credits at this time. Apply the claim-free renewal discount factor.

(4) The claim-free discount factor is separate and not cumulative with any other factor, discount or rate reduction. It is established for a period of one year only. A risk must be submitted annually for the establishment of the renewal premiums.

Church Liability Rates - Rate Per 1,000 sq. ft

Territory	Limit				
	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
702	\$ 6	\$ 6	\$ 7	\$ 7	\$ 7
704	\$ 8	\$ 8	\$ 9	\$10	\$10
706	\$ 4	\$ 5	\$ 5	\$ 5	\$ 6
708	\$ 7	\$ 7	\$ 8	\$ 8	\$ 8
709	\$ 5	\$ 5	\$ 6	\$ 6	\$ 7
710	\$ 5	\$ 5	\$ 6	\$ 6	\$ 7
711	\$ 7	\$ 7	\$ 8	\$ 8	\$ 9
712	\$ 7	\$ 7	\$ 8	\$ 8	\$ 9
713	\$10	\$11	\$12	\$13	\$13
714	\$10	\$11	\$12	\$13	\$13
715	\$ 5	\$ 5	\$ 6	\$ 6	\$ 6
716	\$ 5	\$ 5	\$ 6	\$ 6	\$ 6
717	\$ 9	\$10	\$11	\$12	\$12
718	\$ 9	\$10	\$11	\$12	\$12
719	\$ 5	\$ 5	\$ 6	\$ 6	\$ 7

Small Church Protector Program (Cont'd)

Cemeteries - Rate Per Acre

Territory	Limit				
	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
702	\$2	\$2	\$3	\$3	\$3
704	\$3	\$3	\$4	\$4	\$4
706	\$2	\$2	\$2	\$2	\$2
708	\$3	\$3	\$3	\$3	\$3
709	\$2	\$2	\$2	\$2	\$3
710	\$2	\$2	\$2	\$2	\$3
711	\$3	\$3	\$3	\$3	\$3
712	\$3	\$3	\$3	\$3	\$3
713	\$4	\$4	\$5	\$5	\$5
714	\$4	\$4	\$5	\$5	\$5
715	\$2	\$2	\$2	\$2	\$2
716	\$2	\$2	\$2	\$2	\$2
717	\$4	\$4	\$4	\$5	\$5
718	\$4	\$4	\$4	\$5	\$5
719	\$2	\$2	\$2	\$2	\$3

Daycare

Rate Per Person (# of Students Licensed)

Territory	Limit				
	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
702	\$1	\$1	\$1	\$1	\$2
704	\$2	\$2	\$2	\$2	\$2
706	\$1	\$1	\$1	\$1	\$1
708	\$1	\$1	\$2	\$2	\$2
709	\$1	\$1	\$1	\$1	\$1
710	\$1	\$1	\$1	\$1	\$1
711	\$1	\$2	\$2	\$2	\$2
712	\$1	\$2	\$2	\$2	\$2
713	\$2	\$2	\$3	\$3	\$3
714	\$2	\$2	\$3	\$3	\$3
715	\$1	\$1	\$1	\$1	\$1
716	\$1	\$1	\$1	\$1	\$1
717	\$2	\$2	\$2	\$2	\$3
718	\$2	\$2	\$2	\$2	\$3
719	\$1	\$1	\$1	\$1	\$1

D. Preferred Self-Storage Facilities Program

The following Self-Storage rules apply in addition to any ISO and/or Company Businessowners rules if the Preferred Self-Storage Facilities classification is used.

1. In addition to the Businessowners Plus Endorsement **BO 00 02** or Businessowners Platinum Plus Endorsement **BO 00 57** that is attached to the policy; the Self-Storage Facilities Amendatory Endorsement **BO 00 33** is also attached. This endorsement extends the definition of building to include fences, light poles, and lighting equipment.

2. Self-storage Facilities Endorsement BO 00 32

When insuring eligible self-storage facility risks, Endorsement **BO 00 32** must be attached. This endorsement revises several provisions of the property and liability coverages as follows:

a. Property Coverage

This endorsement adds Accrued Rental Charges as a component of Business Income Coverage; and amends coverage to provide Employee Theft to include personal property of your customers.

b. Liability Coverage

This endorsement includes a \$50,000 Customers' Goods Legal Liability limit and a \$25,000 Sale and Disposal Liability limit. Exclusions specific to these coverages are added. The pollution exclusion is also amended to exclude pollutants brought onto the location by customers. Any loss covered under Section I - Property is excluded.

(1) Customer Goods Legal Liability

Provides property damage to customer's property while at the described premises, but only to the extent that the insured is legally liable for such property damage. The \$50,000 included limit per location can be increased.

(2) Sale and Disposal Liability

Provides coverage for acts or omissions by the insured arising from the sale, removal or disposition of customer's property or Lock-Out of the customer's space as a result of business operations. The \$25,000 included limit can be increased.

c. Premium

(1) Included Coverage and Limits

Charge a premium of \$100 per self-storage location.

(2) Optional Higher Limits

Refer to the rates to determine the additional premium for higher limits options.

Rate	
The additional rate (per \$1,000) for Customers Goods Legal Liability Coverage Optional Higher Limits	1.00

Customers Goods Legal Liability Optional Higher Limits Premium Determination

Rate	
The additional rate (per \$1,000) for Sale and Disposal Liability Coverage Optional Higher Limits	\$2.50

Sale and Disposal Liability Optional Higher Limits Premium Determination

Preferred Self-Storage Facilities Program (Cont'd)

3. Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value:

Roof age must meet the following age requirement in order for this endorsement to be added with the premium reduction: Asphalt shingle roofs $\geq$ 10 years; Metal roofs $\geq$ 20 years.

a. Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement

(1) Description Of Coverage

This endorsement changes the Loss Payment Property Loss Condition to provide that loss or damage to roof surfacing caused by windstorm or hail will be settled on an actual cash value basis rather than a replacement cost basis.

(2) Endorsement

Use Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement Endorsement **BP 14 04**.

(3) Premium Determination

Determine the reduced premium by multiplying the Building rate determined in Rule **23.C.6.a.(2)(c)(viii)** by the applicable factor shown in the table below.

Factor
.20

Self-Storage - Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement

- 4. a.** Rate the Buildings and Business Personal Property according to the ISO Rule **23.C.** Premium Determination.
- b.** Rate Liability according to ISO Rule **23.C.** Premium Determination.
- c.** The following rate number relativities are added to Table **23.C.1.b.(RF)**:

Property Rate Number	Classification	Factor
39	Preferred Self-Storage	1.28

- d.** The following sprinkler factors are added to Table **23.C.5.(RF)**:

Property Rate Number	Classification	Factor
39	Preferred Self-Storage	.80

E. Fabricare Program

The following Fabricare rules apply in addition to any ISO and/or Company Businessowners rules when the Laundry and Dry Cleaning Classifications are used. The Fabricare Endorsement and coverages are only available for applicant-occupied risks.

1. In addition to the Businessowners Platinum Plus Endorsement **BO 00 57** that is attached to the policy, attach the Fabricare Endorsement **BO 00 66**. This Endorsement extends false pretense coverage up to \$5,000, limits money and securities for money operated devices to \$100 per device and \$1,000 per occurrence, extends property damage liability to apply to damage to property of others while in the insured's care, custody or control up to \$5,000 per occurrence/\$10,000 aggregate, and excludes property damage liability arising out of self-service laundry, dry cleaner, and coin-operated machine operations. Additionally, Ordinance Or Law Coverage Endorsement **BO 00 01** will also be attached to the policy to provide coverage for 50% of the building limit for Coverage 1, 2 and 3.

The additional premium for the Fabricare Endorsement and Ordinance Or Law Coverage is 5% of the property premium.

2. Premium Determination

- a. Rate the Buildings and Business Personal Property according to ISO Rule **23.C.** Premium Determination.
- b. Rate Liability according to ISO Rule **23.C.** Premium Determination.
- c. The following rate number relativities are added to Table **23.C.1.b.(RF)**:

Property Rate Number	Classifications	Factor
40	Dry Cleaners/ Laundromats	1.013
41	Dry Cleaners	2.364

- d. The following sprinkler factors are added to Table **23.C.5.(RF)**:

Property Rate Number	Classifications	Factor
40	Dry Cleaners/ Laundromats	.80
41	Dry Cleaners	.70

- e. The following liability class group relativities (occupant) are added to Table **23.C.6.b.(2)(b)(i)#1(RF)**:

Liability Rate Number	Classifications	Factor
48	Dry Cleaners/ Laundromats	1.183
49	Dry Cleaners	3.072

- f. The following liability class group relativities (lessor) are added to Table **23.C.6.b.(2)(b)(i)#4(RF)**:

Liability Rate Number	Classifications	Factor
48	Dry Cleaners/ Laundromats	1.615
49	Dry Cleaners	2.406

Fabricare Program (Cont'd)

3. Bailee Customers Floater Coverage Endorsement

Bailee Customers Floater Coverage **BO 00 63**. This Optional endorsement may be used to provide unlimited coverage for Processing Locations and/or Storage Locations. Property In Transit is automatically included for a limit of \$50,000. The applicable deductible is the policy deductible and is listed on the Schedule Of Coverages - Bailee Customers Floater **BO 00 64**.

The rate for the Bailee Customers Endorsement is \$.50 per \$1,000 gross receipts per location. The rate to increase the Property In Transit limit over \$50,000 is \$5.00 per \$1,000 of coverage.

When the Bailee Customers Endorsement is attached to the policy, the optional Fur Garment Endorsement **BO 00 65** can be added subject to a rate of \$.55 per \$100 of coverage per location.

- 4.** Apply a 10% discount when the insured is a member of the Ohio Cleaners Association. Discount will apply to all premium with the exception of the Fabricare Endorsement, Platinum Plus Endorsement and the Bailee Customers Endorsement.

F. Restaurant Program

The following Restaurant rules apply in addition to any ISO and/or Company Businessowners rules if Restaurant classifications are used.

1. In addition to the Businessowners Plus Endorsement **BO 00 02** or Businessowners Platinum Plus Endorsement **BO 00 57** that is attached to the policy; the Restaurant - Extension Endorsement **BO 00 76** is also attached.

The endorsements described below modify the coverage available for Restaurants insureds on the Businessowners Coverage Form. All of the endorsements are optional; however, Restaurants - Extension Endorsement **BO 00 76** must be attached. When Endorsement **BO 00 76** is attached to the policy, do not attach either Spoilage Coverage - Contamination And/Or Power Outage **BO 00 56** or Food Contamination Endorsement **BP 04 31**.

a. Endorsements

(1) Restaurant - Extension Endorsement BO 00 76

(a) Coverages

This endorsement modifies the Businessowners Coverage Form **BP 00 03** under:

(i) Section I - Property to provide either new or enhanced coverage for:

- brands and labels;
- food contamination including business income - \$10,000;
- loss of keys - \$1,000;
- ordinance or law equipment coverage;
- spoilage-contamination and power outage - \$10,000; and
- employee, dishonesty coverage to include coverage for theft of customers' property by an identified employee.

(ii) Section II - Liability to:

- (a)** Provide coverage for errors and omissions in the delivery of items sold by the restaurant; and
- (b)** Provide coverage for costs associated with merchandise withdrawal, including notifications, overtime, transportation, storage space and/or disposal.

(b) Optional Limits

The limit of insurance for the following coverages may be increased:

(i) Food Contamination

The \$10,000 limit of insurance for business income expenses incurred as a result of the insured's business at described premises being ordered closed by the Board of Health or another governmental authority may be increased. The \$3,000 limit of insurance for additional advertising expense may also be increased.

(ii) Spoilage-Contamination and Power Outage

The \$10,000 per occurrence limit of insurance for loss resulting from spoilage-contamination and power outage may be increased. Spoilage coverage due to mechanical breakdown is automatically provided under the Equipment Breakdown Enhancement Endorsement at a limit of \$100,000.

Restaurant Program (Cont'd)

(c) Endorsement

Use Endorsement **BO 00 76**.

(d) Premium Determination

- (i) For each location where coverage applies, charge a premium of \$75 for Endorsement **BO 00 76**.
- (ii) If the Employee Dishonesty Optional Coverage is provided at an increased limit, multiply the premium determined for that coverage in Rule **28.A.8.b.(5)** by a factor of **1.10** to develop the total premium for Employee Dishonesty Coverage including theft of customers' property.
- (iii) For each location where an optional increased limit of food contamination coverage or advertising expense applies, refer to Rules **29.A.11.e.(1)** and **29.A.11.e.(2)** to determine the additional premium.
- (iv) For each location where an optional increased limit of spoilage-contamination and power outage coverage applies, refer to Rule **29.A.21.d.(2)** to determine the additional premium.

(2) Restaurants - Loss Or Damage To Customers' Autos (Legal Liability Coverage)

(a) Coverage

Coverage is available for loss or damage to customers' and invitees' autos in the care, custody or control of the insured while at the described premises. Losses are payable only for the account of the owner of the auto. Coverage applies only for the insured's legal liability for the loss or damage.

(b) Endorsement

Use Restaurants - Loss Or Damage To Customers' Autos (Legal Liability Coverage) Endorsement **BP 07 79**.

(c) Deductibles

This coverage is subject to a deductible of \$250 for each customer's auto for loss caused by theft or mischief or vandalism, subject to a maximum deductible of \$500 for all loss in any one event, and a \$500 deductible for each customer's auto for loss caused by collision. Optional deductibles are available. The deductible applies per location; however, the deductible amount selected for the insured's primary premises is the deductible amount that applies to any additional premises for which Loss Or Damage To Customers' Autos coverage is provided.

(d) Premium Determination

- (i) Determine the applicable limit of insurance for each location where coverage applies.

Restaurant Program (Cont'd)

- (ii) Refer to the rates table below to determine the premium for the total limits of insurance covered under the policy for all locations.

\$250 Other Than Collision/\$500 Collision Deductible	
Maximum Limit of Liability	Premium
\$ 6,000	\$ 86
7,500	96
9,000	113
12,000	141
15,000	165
18,000	193
22,500	225
30,000	287
37,500	336
45,000	381
60,000	473
75,000	565
90,000	646
120,000	805
150,000	952
180,000	1,098
225,000	1,318
300,000	1,669
375,000	2,024
450,000	2,371
600,000	3,047
750,000	3,706
900,000	4,338
1,200,000	5,528
1,500,000	6,617
2,000,000	7,511
2,500,000	8,183
Over 2,500,000	3.27 per 1,000

- (iii) Select the desired deductible, then multiply the premium determined in Paragraph (2) by the appropriate factor below to determine the final premium.

Deductible			Factor
Other Than Collision		Collision	
Each Auto	Any One Event		
\$ 250	\$ 500	\$ 500	1.00
250	1,000	500	.96
500	2,500	500	.86
500	2,500	1,000	.76
1,000	5,000	1,000	.68

Restaurant Program (Cont'd)

2. Program Eligibility

All restaurant risks must meet the following criteria:

- Buildings older than 25 years must have been inspected for electrical, heating, plumbing and roofing within the past 10 years and updated as necessary.
- The restaurant must be in operation for three years or more at the same location under the same trade name and ownership.
- Sales must not exceed \$6,000,000 total gross sales per location.
- Risk must exhibit favorable loss history and financial stability. Properties must be modern and well maintained.
- No live entertainment, other than incidental background music. No dancing.
- No boat docks or water rights.

a. Limited Cooking Restaurants Eligibility

(1) Definition

Limited cooking restaurants are those where foods are prepared cold or cooked using appliances which do not emit smoke or grease-laden vapors that require an exhaust system (for example, electric sandwich grills, toasters, warming ovens, roller warmers, infrared snack warmers, microwave ovens, domestic ranges, domestic ovens and pizza ovens).

No grilling, open broiling, deep fat frying, roasting, barbecuing, solid fuel cooking (for example, mesquite, charcoal or hardwood) or other processes capable of producing grease-laden vapors requiring an exhaust system are permitted.

(2) Additional Eligibility Requirements

Limited cooking restaurants are subject to the following additional eligibility requirements:

- (a) No more than 7,500 square feet in total floor area;
- (b) Seating capacity no greater than 75;
- (c) With or without table service;
- (d) Sales of beer or wine only. Sales of beer and wine no greater than 25% of total sales. No other liquor sales;
- (e) No bar or cocktail lounge;
- (f) Catering service (that is, service involving serving food away from the insured's premises) must not exceed 10% of total sales; and
- (g) No seasonal operations (risks that are closed for more than 30 consecutive days).

b. Fast Food Restaurants

(1) Definition

Fast food restaurants may include limited cooking type appliances and only the following cooking processes capable of producing grease-laden vapors requiring an exhaust system: grilling, enclosed broiling, deep fat frying, roasting or barbecuing. Open broiling and solid fuel cooking (for example, mesquite, charcoal or hardwood) are not permitted.

Restaurant Program (Cont'd)

(2) Additional Eligibility Requirements

Fast food restaurants are subject to the following additional eligibility requirements:

- (a) Buildings must have been built in the last 40 years to qualify for the program;
- (b) Located in Fire Protection Class 1-8. Protection class 9 risks are not eligible;
- (c) No more than 7,500 square feet in total floor area;
- (d) Seating capacity no greater than 150;
- (e) No table service;
- (f) No Restaurants with playground equipment;
- (g) Sales of beer or wine only. Sales of beer and wine no greater than 25% of total sales. No other liquor sales;
- (h) No bar or cocktail lounge;
- (i) Catering (that is, service involving serving of food away from the insured's premises) must not exceed 10% of total sales;
- (j) No seasonal operations (risks that are closed for more than 30 consecutive days); and
- (k) Installation and maintenance of an automatic extinguishing system for cooking equipment equivalent to that which is recommended by NFPA Standard #96.

(3) National Fire Protection Association Standard For Ventilation Control And Fire Protection Of Commercial Cooking Operations (NFPA Standard #96)

NFPA Standard #96 includes the following:

- (a) An automatic extinguishing system covering hoods, ducts and all surfaces of grills, ranges, deep fat fryers and broilers.
- (b) A contract for semi-annual inspection and maintenance for the extinguishing system, hood and ducts.
- (c) A manual release in the path of exit from the cooking area.
- (d) Temperature settings of systems with detectors above the filters or temperature settings of systems with detectors below the filters set at specified levels.
- (e) Portable fire extinguishers of the type described in NFPA Standard #96, and compatible with the extinguishing agent of the hood and duct fire protection system, must be available in the kitchen.
- (f) All deep fat fryers must be equipped with separate high limit controls to shut off fuel when the temperature reaches the level described in NFPA Standard #96.
- (g) A minimum clearance between the hood and duct and combustible construction as described in NFPA Standard #96.

c. Casual Dining Restaurants

(1) Definition

Casual dining restaurants serve moderately priced food in a casual atmosphere to patrons who generally order and are served while seated and pay after eating. Take-out service and the use of a buffet may also be available. These restaurants may serve no alcoholic beverages; serve beer and wine only; or serve beer, wine and liquor.

Restaurant Program (Cont'd)

(2) Additional Eligibility Requirements

Casual dining restaurants are subject to the following additional eligibility requirements:

- (a) Buildings must have been built in the last 40 years to qualify for the program;
- (b) Located in Fire Protection Class 1-8. Protection class 9 risks are not eligible;
- (c) No more than 10,000 square feet in total floor area;
- (d) Seating capacity no greater than 200;
- (e) Sales of beer, wine or liquor no greater than 40% of total sales;
- (f) Catering (that is, service involving serving of food away from the insured's premises) must not exceed 10% of total sales;
- (g) No seasonal operations (risks that are closed for more than 30 consecutive days);
- (h) Installation and maintenance of an automatic extinguishing system for cooking equipment equivalent to that which is recommended by NFPA Standard #96, as described in Paragraph **C.(3)**;
- (i) No dancing permitted;
- (j) No live entertainment (including karaoke) other than incidental music, such as piano playing, provided by the establishment;
- (k) No "happy hours" or similar promotions; and
- (l) No bar operations during hours when full table service is not also available. Bar operations for the sole purpose of consuming alcoholic beverages are not permitted.

d. Eligible Classifications

- (1) Any restaurant described in Rule **F. 2.** above and listed in the Businessowners Classification Table is eligible for the Restaurants endorsements.
- (2) Any of the classifications referenced in this rule are eligible even if they also engage in any other types of operations for which an additional classification in the Businessowners Classification Table is required.

3. Premium Determination

a. Building And Business Personal Property Coverage Rate Determination

Rate Buildings and Business Personal Property according to the Rules under **23.C.** Premium Determination. Apply a 25% discount to the base Building and Business Personal Property rates.

b. Liability and Medical Expense Coverage Rate Determination

Rate Liability according to the Rules under **23.C.** Premium Determination.

VI. DEVIATIONS TO ISO ADDITIONAL RULES

- A.** Under additional Rule **A.1. Stop Gap-Employers Liability Coverage**, Item **C.** is replaced by the following:

a. Premium Determination

The premium for this endorsement is calculated as follows:

	\$300,000	\$500,000	\$1,000,000
Contractors - Each Full-Time	\$13	\$14	\$ 17
Contractors - Each Part-Time	\$ 5	\$ 6	\$ 7
Contractors - Minimum Premium	\$85	\$90	\$130
All Other Classes - Flat Charge	\$85	\$90	\$130

- B.** Under Additional Rule **A.2. Terrorism**, the following revises **Terrorism Version TEX516 (OHIO)**:

- 1.** Under Paragraph **C.2., Premium Determination**, Table **C.2.a.**, applicable to Building And Business Personal Property Certified Acts Of Terrorism Coverage is replaced by the following:

Building And Business Personal Property Certified Acts Of Terrorism Coverage

Rate	
Building	Business Personal Property
.005	.005

Table C.2.a. Building And Business Personal Property Certified Acts of Terrorism Coverage Rates - Ohio

- 2.** Under Paragraph **C.2., Premium Determination**, Table **C.2.b.** applicable to Liability and Medical Expenses Certified Acts of Terrorism Coverage is replaced by the following:

Liability And Medical Expenses Certified Acts Of Terrorism Coverage

Factors		
Church And Contractor	Auto Service	All Other
.018	.010	.009

Table C.2.b. Liability And Medical Expenses Certified Acts Of Terrorism Coverage Factors

VII. TRANSITION PROGRAM FOR PREMIUM CHANGES RESULTING FROM REVISED RATING PROCEDURES FOR BUSINESSOWNERS PROGRAM

- A.** This transition rule applies to policies being renewed with the ISO 07/2013 Businessowners Program, which were previously on the ISO 01/2006 Businessowners Program. It is to be used for the determination of premiums for policies written on an annual basis.
- 1.** The company premium for the first annual renewal shall be not more than 25% higher or 20% lower than the company premium which applied at the last anniversary date.
 - 2.** The company premium for the second annual renewal shall be not more than 25% higher or 20% lower than the company premium developed under Paragraph **A.1.**
 - 3.** The company premium for the third annual renewal shall be not more than 25% higher or 20% lower than the company premium developed under Paragraph **A.2.**
- B.** Premium changes produced by the following are not subject to the capping procedure provided in Paragraph **A.** of this rule:
- 1.** Changes in limits of insurance;
 - 2.** Changes in deductibles;
 - 3.** Addition or deletion of optional coverages (insuring agreements or endorsements);
 - 4.** Changes in loss experience if the risk is experience rated;
 - 5.** Increase or decrease in the number of employees or locations.
- C.** The Minimum Premium rule does not apply to the capping procedure provided in Paragraph **A.** of this rule.

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7. POLICYWRITING MINIMUM PREMIUM

Minimum premium is \$450.

8. ADDITIONAL PREMIUM CHANGES

B. Waiver of Premium

Waive additional premium of \$15.00 or less.

9. RETURN PREMIUM CHANGES

B. Waiver of Premium

Waive return premium of \$15.00 or less.

However, any return premium requested by the insured must be granted.

23. PREMIUM DEVELOPMENT - MANDATORY COVERAGES

C. Premium Determination**6. Premium Determination****c. Additional Rating Considerations****(2) Swimming Pools**

The additional premium for each swimming pool is \$403.00.

28. OPTIONAL COVERAGES

A. Property Coverages**8.b. - Employee Dishonesty - BOP Plus**

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 15,000	\$ 20	\$ 2	\$ 2
\$ 25,000	\$ 48	\$ 4	\$ 6
\$ 30,000	\$ 61	\$ 5	\$ 8
\$ 50,000	\$104	\$ 8	\$13
\$100,000	\$183	\$11	\$26

Employee Dishonesty - BOP Platinum Plus

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 30,000	\$ 13	\$ 1	\$ 2
\$ 50,000	\$ 56	\$ 4	\$ 7
\$100,000	\$135	\$ 7	\$20

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28. OPTIONAL COVERAGES (Cont'd)

9.b. - Fire Department Service Charge - BOP Plus

Limit	Premium Per Location
\$ 7,500	\$2.00
\$10,000	\$4.00

Fire Department Service Charge - BOP Platinum

Limit	Premium Per Location
\$15,000	\$ 5.00
\$20,000	\$10.00
\$25,000	\$15.00

10.c. Forgery Or Alteration - BOP Plus

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 10,000	\$ 6	\$1	\$1
\$ 15,000	\$11	\$1	\$1
\$ 25,000	\$18	\$2	\$2
\$ 30,000	\$21	\$2	\$3
\$ 50,000	\$32	\$3	\$4
\$100,000	\$51	\$4	\$7

Forgery Or Alteration - BOP Platinum Plus

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 15,000	\$ 5	\$1	\$1
\$ 25,000	\$12	\$1	\$2
\$ 30,000	\$15	\$1	\$2
\$ 50,000	\$26	\$2	\$3
\$100,000	\$45	\$3	\$6

13.b.(1) Money And Securities

BOP Plus

	5,000/5,000		
Territory	Apartment	Office	Other
702	\$2	\$2	\$2
704, 711, 712	\$1	\$1	\$1
706	\$2	\$2	\$2
713, 714	\$2	\$2	\$2
715, 716	\$3	\$3	\$3
708, 709, 710, 717, 718, 719	\$1	\$1	\$1

	10,000/2,000		
Territory	Apartment	Office	Other
702	\$43	\$31	\$39
704, 711, 712	\$28	\$20	\$25
706	\$30	\$22	\$27
713, 714	\$47	\$34	\$43
715, 716	\$51	\$37	\$47
708, 709, 710, 717, 718, 719	\$29	\$21	\$26

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28. OPTIONAL COVERAGES (Cont'd)

	10,000/5,000		
Territory	Apartment	Office	Other
702	\$45	\$34	\$41
704, 711, 712	\$29	\$22	\$27
706	\$31	\$23	\$29
713, 714	\$50	\$37	\$45
715, 716	\$54	\$40	\$49
708, 709, 710, 717, 718, 719	\$31	\$23	\$28

	10,000/10,000		
Territory	Apartment	Office	Other
702	\$49	\$37	\$45
704, 711, 712	\$32	\$24	\$29
706	\$34	\$26	\$31
713, 714	\$54	\$41	\$49
715, 716	\$58	\$44	\$54
708, 709, 710, 717, 718, 719	\$33	\$25	\$31

	15,000/10,000		
Territory	Apartment	Office	Other
702	\$ 92	\$69	\$ 84
704, 711, 712	\$ 59	\$44	\$ 54
706	\$ 64	\$48	\$ 58
713, 714	\$101	\$75	\$ 92
715, 716	\$110	\$82	\$100
708, 709, 710, 717, 718, 719	\$ 62	\$46	\$ 57

BOP Platinum Plus

	10,000/10,000		
Territory	Apartment	Office	Other
702	\$4	\$3	\$4
704, 711, 712	\$3	\$2	\$2
706	\$3	\$3	\$2
713, 714	\$4	\$4	\$4
715, 716	\$4	\$4	\$5
708, 709, 710, 717, 718, 719	\$2	\$2	\$3

	15,000/10,000		
Territory	Apartment	Office	Other
702	\$47	\$35	\$43
704, 711, 712	\$30	\$22	\$27
706	\$33	\$25	\$29
713, 714	\$51	\$38	\$47
715, 716	\$56	\$42	\$51
708, 709, 710, 717, 718, 719	\$31	\$23	\$29

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28. OPTIONAL COVERAGES (Cont'd)

13.b.(4) 24 Hour Operations

Money And Securities - 24 Hour Operations Charge		
Territory	BO 00 02	BO 00 57
702	\$72	\$ 86
704, 711, 712	\$47	\$ 54
706	\$51	\$ 58
713, 714	\$79	\$ 94
715, 716	\$86	\$102
708, 709, 710, 717, 718, 719	\$49	\$ 58

14. b. Outdoor Signs

Rate per \$100 of Sign Value \$2.57

29. ENDORSEMENTS

A. Property Endorsements

4. d. Computer Fraud And Funds Transfer Fraud Coverage

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 25,000	\$ 45	\$5	\$ 5
\$ 50,000	\$ 71	\$6	\$ 8
\$100,000	\$104	\$8	\$13

5. c. Condominium Commercial Unit-owners Optional Coverages

Limit	Rate
\$ 1,000	\$ 7
\$ 5,000	\$12
\$10,000	\$15
Each Add'l \$5,000	\$ 2

Increased Sub-limit For Condominium Association Deductible	Rate
Each Additional \$1,000 up to \$5,000	\$5
Each Additional \$1,000 from \$5,000 to \$10,000	\$2
Each Additional \$1,000 over \$10,000	\$1

**Condominium Commercial Unit-owners Loss Assessment-
Increased-Increased Sub-limit For Condominium Association
Deductible Premium Determination**

Miscellaneous Real Property - \$1.00 per \$100

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29. ENDORSEMENTS (Cont'd)

11. Food Contamination**c. Premium Determination**

The additional premium for food contamination is \$54.00

e. Optional Higher Limits of Insurance**(1) Business Income/Extra Expense**

The additional rate (per \$100) for Business Income and Extra Expense is \$0.43

(2) Additional Advertising Expenses

The additional rate (per \$100) for Additional Advertising Expenses is \$0.11

21. Spoilage Coverage**d.(2) Spoilage Coverage**

Classification	Rate
1	0.78
2	0.87
3	1.09

23.d. Utility Services - Direct Damage**(1) Properties Providing Water, Communication And Power Supply Services**

Cause of Loss	Public	Other than Public Utilities
Other Than Earthquake Building	0.039	0.077
Personal Property	0.049	0.098
Earthquake	0.009	0.015

(2) Overhead Power Transmission And Overhead Communication Lines

Cause of Loss	Rate
Other Than Earthquake Building	0.021
Personal Property	0.039
Earthquake	0.036

24.d. Utility Services - Time Element**(2) Power Supply, Water Supply And Wastewater Removal Properties**

Cause of Loss	Rate
Other Than Earthquake	0.036
Earthquake	0.019

(3) Communications Supply Properties

Cause of Loss	Rate
Other Than Earthquake	0.126
Earthquake	0.060

(4) Overhead Power Transmission And Overhead Communication Lines

Cause of Loss	Rate
Other Than Earthquake	0.098
Earthquake	0.060

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29. ENDORSEMENTS (Cont'd)

26.c.1. Water Back-up Of Sewer Or Drains

BOP Plus	
\$10,000	\$ 40
\$15,000	\$ 65
\$25,000	\$ 90
\$50,000	\$170

Platinum Plus	
\$15,000	\$ 25
\$25,000	\$ 50
\$50,000	\$140

26.c.2. Water Back-up Of Sewer Or Drains - Business Income

BOP Plus	
\$10,000	\$ 38
\$15,000	\$ 62
\$25,000	\$ 86

Platinum Plus	
\$15,000	\$ 24
\$25,000	\$ 48

30.d. Theft of Clients' Property

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 5,000	\$11	\$2	\$1
\$10,000	\$17	\$2	\$1
\$15,000	\$21	\$3	\$2
\$25,000	\$29	\$4	\$4

B. Liability Endorsements

5. Electronic Data - BP 05 95

Rate of \$2.63

6.a.(3) Employee Benefits Liability

Limit	Flat Charge
\$ 300,000/\$ 600,000	\$154
\$ 500,000/\$1,000,000	\$168
\$1,000,000/\$2,000,000	\$188
\$1,000,000/\$3,000,000	\$191
\$2,000,000/\$4,000,000	\$216

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29. ENDORSEMENTS

11.c. Hired Auto And Non-owned Auto Liability

(1) Premium

Coverage	Rate*
Hired Auto Liability (Including Physical Damage)	\$76.00/year
Non-owned Auto Liability	\$93.00/year
*For \$300,000/\$600,000 limit of insurance.	

(2) Optional Higher Limits Factors

Limit	Factor
\$ 500,000/\$1,000,000	1.090
\$1,000,000/\$2,000,000	1.220
\$1,000,000/\$3,000,000	1.240
\$2,000,000/\$4,000,000	1.360

No other premium modification applies.

13.c Liquor Liability Coverage

Liquor Liability Limit	Rate Per \$1,000 Of Sales		Minimum Premium	Credit for TIPS Program*
	Conv./ Grocery	Pkg./ Liquor		
\$ 50,000/ \$ 100,000	1.30	0.72	170	0.90
\$ 100,000/ \$ 200,000	1.58	0.87	205	0.90
\$ 300,000/ \$ 600,000	2.20	1.21	290	0.90
\$ 500,000/ \$1,000,000	2.54	1.40	365	0.90
\$1,000,000/ \$2,000,000	3.03	1.67	450	0.90
*or similar state-certified program for servers of alcohol				

14.c. Medical Expenses Exclusion Factor

Factor	.030

23. c. Snow Plow Products - Completed Operations Hazard Coverage

Limit of Liability	Rate per \$1,000 payroll
\$ 300,000/\$ 600,000	\$13.00
\$ 500,000/\$1,000,000	\$14.50
\$1,000,000/\$2,000,000	\$16.50
\$1,000,000/\$3,000,000	\$17.00
\$2,000,000/\$4,000,000	\$19.00

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29. ENDORSEMENTS

C. Additional Insured Endorsements

1. Apartment and Office - \$9 year
2. Mercantile, Eligible Wholesale or Processing And Service Risks - \$27 year
3. Eligible Contractors, Church and Auto Service Risks

Limit	Premium Per Add'l Insured
\$ 300,000/\$ 600,000	\$40
\$ 500,000/\$1,000,000	\$45
\$1,000,000/\$2,000,000	\$50
\$1,000,000/\$3,000,000	\$51
\$2,000,000/\$4,000,000	\$58

These charges apply for each designated location and for each additional insured.

D. Endorsements Applicable To Specific Classes

Professional Liability Rates are not subject to any further modification, and are included in the calculation of the Policy Minimum Premium

3. Professional Liability Endorsements

a.(3) Barber Shops And Hair Salons

	\$300/ \$600	\$ 500/ \$1,000	\$1,000/ \$2,000	\$1,000/ \$3,000	\$2,000/ \$4,000
Barber					
Full-time	\$20	\$25	\$30	\$31	\$35
Part-time	\$ 9	\$11	\$15	\$16	\$17
Beautician					
Full-time	\$40	\$45	\$52	\$53	\$65
Part-time	\$20	\$22	\$26	\$27	\$32

b.(3) Beauty Salons

	\$300/ \$600	\$ 500/ \$1,000	\$1,000/ \$2,000	\$1,000/ \$3,000	\$2,000/ \$4,000
Operator					
Full-time	\$50	\$55	\$62	\$63	\$75
Part-time	\$25	\$28	\$31	\$32	\$37
Manicurist					
Full-time	\$25	\$28	\$31	\$32	\$41
Part-time	\$13	\$14	\$16	\$17	\$22

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29. ENDORSEMENTS

c.(3) Funeral Directors

Limit	Rate per Location
\$ 300,000/\$ 600,000	\$ 75
\$ 500,000/\$1,000,000	\$100
\$1,000,000/\$2,000,000	\$120
\$1,000,000/\$3,000,000	\$125
\$2,000,000/\$4,000,000	\$140

d.(3) Optical and Hearing Aid Establishments

Limit	Per Each Professional
\$ 300,000/\$ 600,000	\$ 70
\$ 500,000/\$1,000,000	\$ 78
\$1,000,000/\$2,000,000	\$ 92
\$1,000,000/\$3,000,000	\$ 95
\$2,000,000/\$4,000,000	\$130

e.(1)(c) Pharmacists Endorsement BP 08 07

Limit	Pharmacist Per \$1,000 Of Annual Gross Sales BP 08 07
\$ 300,000/\$ 600,000	\$0.66
\$ 500,000/\$1,000,000	\$0.76
\$1,000,000/\$2,000,000	\$0.87
\$1,000,000/\$3,000,000	\$0.88
\$2,000,000/\$4,000,000	\$0.98

e.(2)(c) Pharmacists - Broad Form Coverage Endorsement BP 08 06

Limit	Pharmacist Per \$1,000 Of Annual Gross Sales BP 08 06
\$ 300,000/\$ 600,000	\$.73
\$ 500,000/\$1,000,000	\$.84
\$1,000,000/\$2,000,000	\$.96
\$1,000,000/\$3,000,000	\$.98
\$2,000,000/\$4,000,000	\$1.09

f.(3) Printer's Errors And Omissions

Limit	Rate Per Location
\$ 300,000/\$ 600,000	\$ 90
\$ 500,000/\$1,000,000	\$100
\$1,000,000/\$2,000,000	\$125
\$1,000,000/\$3,000,000	\$127
\$2,000,000/\$4,000,000	\$144

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29. ENDORSEMENTS

g. Veterinarians Professional Liability

(1) Charge the rate for each licensed veterinarian.

(2) Additional Charges:

(a) Charge the Partnership Liability rate for each partner or member of the partnership, except if the partner/member is a licensed veterinarian, charge the Licensed Veterinarian rate.

(b) If a Professional Corporation or Association, charge the Partnership Liability rate for each stockholder or officer. (If the professional corporation, or association consists of a single individual, charge just the Licensed Veterinarian rate).

(c) Charge the Employed Person rate for an individual who handles or performs services on the animals.

Veterinarians

	\$300/ \$600	\$ 500/ \$1,000	\$1,000/ \$2,000	\$1,000/ \$3,000	\$2,000/ \$4,000
Licensed Veterinarian	\$140	\$155	\$185	\$188	\$213
Partnership Liability	\$30	\$35	\$40	\$41	\$46
Employed Person	\$40	\$45	\$55	\$56	\$63

h.(3) Florists

Limit	Flat Charge
\$ 300,000/\$ 600,000	\$30
\$ 500,000/\$1,000,000	\$50
\$1,000,000/\$2,000,000	\$60
\$1,000,000/\$3,000,000	\$61
\$2,000,000/\$4,000,000	\$70

i.(3) Pet Services

Limit	Rate
\$ 300,000/\$ 600,000	\$30
\$ 500,000/\$1,000,000	\$35
\$1,000,000/\$2,000,000	\$40
\$1,000,000/\$3,000,000	\$41
\$2,000,000/\$4,000,000	\$46

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29. ENDORSEMENTS

j. Optometrists Professional Liability

(1) Single limit of coverage

(a) Charge the rate for the first Optometrist

(b) Additional charge

1. Charge for each additional Optometrist

2. Charge the partnership/ corporation rate for each partner or member of the partnership, each stockholder or officer except if the partner/member/officer is an optometrist, charge the optometrist rate.

(2) Separate limit of coverage

(a) Charge the rate for the first Optometrist multiplied by the total number of optometrists

(b) Additional Charges

1. Charge the partnership/ corporation rate for each partner or member of the partnership, each stock-holder or officer except if the partner/member/officer is an optometrist, charge the optometrist rate.

j.(3) Optometrists

	\$300/ \$600	\$ 500/ \$1,000	\$1,000/ \$2,000	\$1,000/ \$3,000	\$2,000/ \$4,000
1 st Optometrist (single limit)	\$150	\$170	\$200	\$205	\$250
1 st Optometrist (separate limit)	\$150	\$170	\$200	\$205	\$250
Each Additional Optometrist	\$ 70	\$ 78	\$ 90	\$ 95	\$150
Partnership/ Corporation Liability	\$ 35	\$ 40	\$ 45	\$ 46	\$ 52

**D.5.f. Condominiums, Co-ops, Associations - Directors And Officers Liability
Endorsement**

# of units	D & O Limit Of Liability				Minimum Premium
	300,000	500,000	1,000,000	2,000,000	
1-25	172	195	230	265	172
26-50	221	239	279	382	221
51-75	277	302	349	473	277
76-100	327	345	394	541	327
101-125	401	436	506	801	401
126-150	423	452	525	836	423
150-200	478	508	585	871	478

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INTRODUCTION

This Classification Table provides an alphabetical listing of classification and rating information for businesses eligible for the Businessowners Program. For each eligible class, there is a Description, Class Code, Standard Industrial Classification (SIC) Code, North American Industry Classification Systems (NAICS) Code, Property Rate Number, Liability Class Group and Liability Exposure Base. Any asterisks (*) in the SIC Code or NAICS Code columns indicate that the SIC Code or NAICS Code should be determined from a more specific classification. The Liability Exposure Base column indicates whether LOI (Limit of Insurance), # of Emp. (# of full-time and/or part-time employees) or SALES (Sales) is to be used as the Occupant Liability Exposure Base for a particular class. For Lessors Liability and for Property, the exposure base is LOI for all classes.

CLASSIFICATIONS

Description	Class Code	SIC Code	NAICS Code	Prop. Rate No.	Liab. Class Group	Liab. Exp. Base	EQ	EQ SL
Air Conditioning Equipment – Retail only	59999	5075	443111	09	08	LOI	3	M
Antique Stores	59325	5932	453310	09	03	LOI	1	H
Apartment Building (Includes Condominium-Apartments) 4 families or fewer, with no office occupancy – includes 3 or 4 family lessor's risk only	65144	6513	531110	04	19	LOI	3	M
4 families or fewer, with office occupancy – includes 3 or 4 family lessor's risk only and garden apartments	65145	6513	531110	04	19	LOI	3	M
Over 4 families with no office occupancy	65146	6513	531110	06	20	LOI	3	M
Over 4 families with office occupancy	65147	6513	531110	06	20	LOI	3	M
3 or 4 families – lessor's risk only – with mercantile occupancy	65142	6531	531120	04	19	LOI	3	M
Appliance Distributors Household and Home Furnishings	50081	5064	421620	14	12	LOI	3	M
Household Types – Radio, Television or Compact Disc	50061	5064	421620	14	12	LOI	2	M
Appliance Stores Household Appliances and Home Furnishings	57224	5722	443111	09	05	LOI	3	M
Radio, Television and Phonographic Stores (including parts and supplies)	57326	5731	443112	09	05	LOI	2	M
Art Galleries Not-for-profit	84112	8412	712110	05	03	LOI	1	H
Other Than Not-for-profit	84112	5999	453920	05	03	LOI	1	H
Auctioneers – Sales conducted away from the insured's premises	59999	7389	561990	09	08	LOI	3	M
Auctions – On premises owned or rented by the insured	59999	5999	453998	09	08	LOI	3	M
Auto Service – Note: See Page BP-CT-10 for Auto Service Classifications								

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Description	Class Code	SIC Code	NAICS Code	Prop. Rate No.	Liab. Class Group	Liab. Exp. Base	EQ	EQ SL
Bakeries								
Distributors – No baking on premises	50141	5149	422490	15	16	LOI	3	M
Retail – No baking on premises	54606	5461	445291	10	09	LOI	2	M
Retail – With Baking on premises	71311	5461	311811	10	09	LOI	2	M
Barber or Beauty Shop Supplies Distributors (No re-packaging or re-labeling for "own brand" retail sale.)	50171	5087	421850	14	11	LOI	3	M
Barber Shops	71332	7241	812111	08	07	LOI	3	M
Beauty Parlors and Hair Styling Salons (Including Nail Salons)	71952	7231	812112	08	07	LOI	3	M
Beverage Stores - Liquor and Wine	59215	5921	445310	09	05	LOI	2	M
Bicycle Shops								
Retail	59505	5941	451110	09	06	LOI	3	S
Repair and Maintenance Shops - no Retail	59505	5941	811490	09	06	LOI	3	S
Bone, Horn and Ivory Products - Retail Only	59999	5999	453998	09	08	LOI	1	S
Bookbinding and Printing Supplies								
Distributors	50201	5085	32311	14	14	LOI	3	H
Retail	50812	27**	32311	09	07	LOI	3	H
Books and Magazines Stores								
New	59425	5942	451211	07	03	LOI	3	H
Used	59425	5932	453310	07	03	LOI	3	H
Building Materials – Contractors Equipment Dealers Other Than Secondhand Material – no rental or repair also no ladder, hoists, scaffolds, or towers – less than 10% lumber	52114	5211	444190	09	08	LOI	4	M
Camera and Photographic Equipment - Retail Only	59955	5946	443130	09	03	LOI	2	M
Candy or Confectionery Stores								
No Manufacturing on Premises	54457	5441	445292	09	09	LOI	2	M
Confectionary Manufacturing from Purchased Chocolate on Premises	54467	2066	311330	10	09	LOI	2	M
Nonchocolate Confectionary Manufacturing on Premises	54477	2064	311340	10	09	LOI	2	M
Catalog or Premium Coupon Redemption Stores	73905	5961	454110	07	04	LOI	3	M
Ceramics - Retail Only	59999	5999	444190	09	08	LOI	1	S
Church – Note: See Page BP-CT-10 for Church Classifications								
Clothing or Wearing Apparel – Distributors								
Embroidery	50231	5137	422330	16	11	LOI	3	M
Men's and Boy's Clothing and Furnishings	50231	5136	422320	16	11	LOI	3	M
Women's, Children's and Infant's Clothing and Accessories	50231	5137	422330	16	11	LOI	3	M

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Clothing or Wearing Apparel – Retail								
Athletic Apparel Only	56325	5651	448140	11	03	LOI	3	M
Children's and Infants Wear	56413	5641	448130	11	03	LOI	3	M
Clothing – Ladies' and Girls' (Coats, Suits and Dresses)	56214	5621	448120	11	03	LOI	3	M
Clothing – Men's and Boys' (Coats and Suits)	56114	5611	448110	11	03	LOI	3	M
Fabric Stores (Including Millinery and Trimmings)	56311	5949	451130	11	03	LOI	3	M
Family Clothing Stores	56325	5651	448140	11	03	LOI	3	M
Fur – Garments or Pelts	56814	5632	448190	11	03	LOI	3	M
Haberdashery and Men's Furnishings	56113	5611	448150	11	03	LOI	3	M
Hosiery	56313	5632	448190	11	03	LOI	3	M
Ladies' Specialty Stores	56319	5632	448190	11	03	LOI	3	M
Ladies' Undergarments and Lingerie	56312	5632	448190	11	03	LOI	3	M
Leather Products or Hide Stores	56992	5948	448320	11	03	LOI	3	M
Men's and Boy's Hats and Caps	50333	5611	448150	11	03	LOI	3	M
Shoe Stores – Children's, Ladies and Men's	56613	5661	451110	11	03	LOI	3	M
Sporting Goods Apparel and Equipment	59526	5699	451110	11	03	LOI	3	M
Wigs	59993	5699	448150	11	03	LOI	3	M
Collectibles and Memorabilia Distributors	50261	5092	421920	13	11	LOI	1	H
Collectibles and Memorabilia – Retail	59992	5999	453998	07	03	LOI	1	H
Computer Stores	57326	5734	443120	09	05	LOI	2	M
Condominiums								
Condominiums – Commercial - Other than office	69146	6531	531312	04	19	LOI	3	M
Commercial Condominium (Association risk only)	60989	6531	531312	02	18	LOI	3	M
Office Condominium (Association risk only)	60999	6531	531312	02	18	LOI	3	M
Residential Condominium (Association risk only)	60145	6531	531311	03	17	LOI	3	M
Contractor – Note: See Pages BP-CT-11 through BP-CT-17 for Contractor Classifications								
Convenience Food Stores								
With Limited Cooking Restaurant*	09331	5411	445120	24	36	SALES	2	M
With Fast Food Restaurant*	09341	5411	445120	25	37	SALES	2	M
No Restaurant*	54136	5411	445120	10	09	LOI	2	M
*Gas Sales rated separately from store - based on gallons sold.								
Convenience Food Stores – Gas Sales – gallons sold	13454	5541	44711	10	45	Gallons	2	M
Copying and Duplicating Stores	71877	7334	561438	08	04	LOI	3	M
Cosmetic, Hair or Skin Preparation – Retail Only	59991	5999	446120	09	03	LOI	3	M
Dairy Products or Butter and Egg Stores (Including Ice Cream)	54516	5451	445299	10	09	LOI	2	M
Delicatessens – Primarily retailing a range of grocery items and meats (Use Fast Food or Limited Cooking Restaurant classification for Delicatessen restaurants.)	54116	5411	445110	10	09	LOI	2	M
Dental Laboratories	71444	8072	339116	08	04	LOI	2	M

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Department Stores – up to 25,000 square feet	53127	5311	452110	09	08	LOI	3	M
Drugstores	59116	5912	446110	07	08	LOI	1	M
Dry Goods Dealers – Retail – Including Fabrics, Yarn and Piece Goods – (New Goods Only)	53985	5949	451130	07	05	LOI	3	M
Dwellings – Three or Four Family (Lessor's Risk Only) – must be 40 years or newer								
No Mercantile Occupancy	65141	6531	531120	04	19	LOI	3	M
With Mercantile Occupancy	65142	6531	531120	04	19	LOI	3	M
Residential Condominiums	69145	6531	531120	03	17	LOI	3	M
Electrical Lighting Stores	59999	5999	444190	09	08	LOI	2	M
Electronics Stores	57326	5731	443112	09	05	LOI	2	M
Embroidery Specialty Stores	56319	5632	448190	11	03	LOI	3	M
Engraving	71842	3479	332812	05	02	LOI	3	S
Equipment, Fixtures or Supplies Distributors								
Office and Store Equipment	50813	5044	421420	07	06	LOI	3	M
Restaurant, Bars and Hotel Equipment	50813	5046	421440	07	06	LOI	3	M
Fabric								
Distributors	50321	5131	422310	16	11	LOI	4	M
Stores	56311	5949	451130	11	03	LOI	3	M
Fence Dealers – Under 10% installation	59999	5211	444190	09	08	LOI	3	S
Floor Covering								
Distributors	50351	5023	421220	14	15	LOI	2	M
Stores - Wood or Ceramic Tile Only (no installation done by insured)	57134	5713	444190	09	08	LOI	2	S
Stores – Except Wood or Ceramic Tile only	57134	5713	442210	09	08	LOI	4	H
Florists – No Greenhouses								
Distributors	50381	5193	422930	15	16	LOI	1	M
Retail	59685	5992	453110	10	09	LOI	1	M
Fruit or Vegetable								
Distributors	50391	5148	422480	15	16	LOI	2	M
Dealers	54315	5431	445230	10	09	LOI	3	M
Funeral Homes or Chapels	71865	7261	812210	05	07	LOI	3	M
Fur – Garments and Pelts - Retail	56814	5632	448190	11	03	LOI	3	M
Furniture								
Upholstered - Retail Only (no refinishing)	57121	5712	442110	09	03	LOI	2	M
Wood or Metal - Retail Only (no refinishing)	57128	5712	442110	09	03	LOI	2	M
Gardening and Light Farming Supply								
Distributors	50471	5191	422910	14	13	LOI	1	M
Retail	59698	5261	444220	09	06	LOI	3	M
Gift Shops	59994	5947	453220	09	05	LOI	1	M
Glass Dealers and Glaziers - Retail Only	57155	5231	444190	07	08	LOI	1	S

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Description	Class Code	SIC Code	NAICS Code	Prop. Rate No.	Liab. Class Group	Liab. Exp. Base	EQ	EQ SL
Grocery Stores/Supermarkets								
Distributors	50481	5141/5149	422410	15	16	LOI	2	M
Stores								
With an area greater than 10,000 square feet*	54221	5411	445110	10	09	LOI	2	M
With an area of 4,000 square feet to 10,000 square feet*	54321	5541	447110	10	09	LOI	2	M
Gas Sales – Gallons Sold*	13454	5541	447110	10	45	Gallons	2	M
*Gas Sales rated separately from store - based on gallons sold.								
Hardware and Tools								
Distributors	50501	5072	421710	13	12	LOI	3	S
Retail	52512	5251	444130	07	05	LOI	2	S
Health or Natural Food Stores								
With an area at least 4000 square feet	54127	5499	445110	10	09	LOI	2	M
With an area less than 4000 square feet	54136	5499	445110	10	09	LOI	2	M
Hearing Aid								
Distributors	50571	5047	421450	13	13	LOI	3	M
Retail	59974	5999	446199	07	06	LOI	3	M
Heating or Combined Heating and Air Conditioning Equipment - Distributors Only	50581	50745075	421730	14	15	LOI	3	M
Hobby, Craft or Artists' Supply								
Distributors	50641	5092	423920	14	11	LOI	2	H
Retail	59995	5945	451120	09	03	LOI	3	H
Home Furnishings Stores	57224	571*	442299	09	05	LOI	2	M
Home Improvement Stores	53989	521152315251	444110	09	08	LOI	2	M
Janitorial Supplies								
Distributors	50651	5087	423850	14	15	LOI	3	M
Retail	59999	5999	453998	09	08	LOI	3	M
Jewelry								
Distributors	50661	5094	421940	13	11	LOI	3	H
Repair – Including watch and clock repair	71941	7631	811490	07	02	LOI	3	H
Retail – Costume and Precious (excluding jewelers block coverage)	59715	5944	448150/448310	07	03	LOI	2	H
Kennels – Animal Boarding	59997	5999	453910	07	05	LOI	2	M
Laundry and Dry Cleaning (No self-service of any type)								
Laundry and Dry Cleaning or Dyeing Receiving Stations	71811	7212	812320	40	48	LOI	3	M
Laundry and Dry Cleaning Stores - Using petroleum solvents (including Stoddard type solvents and other combustible hydrocarbon solvents) and having less than 3 pick-up stations	09501	7212	812320	41	49	LOI	3	M
Laundry and Dry Cleaning Stores - Using synthetic solvents (including perchloroethylene or other synthetic solvents) and having less than 3 pick-up stations.	09521	7212	812320	40	49	LOI	3	M

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Laundromat (Self-service)								
Supervised	09531	7215	812310	40	48	LOI	3	M
Non-supervised	09541	7215	812310	40	48	LOI	3	M
Leather Products or Hide Stores – Retail only	56992	5948	448320	11	03	LOI	3	M
Lithographing	71855	2752	323110	08	02	LOI	3	M
Locksmiths	52512	7699	561622	07	05	LOI	3	S
Luggage Goods - Retail Only	59999	5948	448320	09	08	LOI	3	M
Mail box or Packaging Stores								
Packing and Preparing Stores	71837	7389	488991	08	04	LOI	3	M
Packaging Services (Except packing and crating for transportation)	71837	7389	561910	08	04	LOI	3	M
Mail Order Houses – Retail Only	59999	5961	454110	09	08	LOI	3	M
Mailing or Addressing Companies								
Mailing List Compiling Services/Mailing List Publishers	71837	7331	511140	08	04	LOI	3	M
Direct Mailing Companies	71837	7331	541860	08	04	LOI	3	M
Marble Products – Monument Dealers	59999	5999	453998	09	08	LOI	1	S
Meat, Fish, Poultry or Seafood								
Distributors								
Fish or Seafood	50671	5146	422460	15	16	LOI	2	H
Meat	50671	5147	422470	15	16	LOI	2	H
Poultry	50671	5144	424440	15	16	LOI	2	H
Retail								
Fish or Seafood	54216	5421	445220	10	09	LOI	2	H
Meat or Poultry	54216	5421	445210	10	09	LOI	2	H
Medical, Hospital and Surgical Supply - Retail Only	50815	5999	453998	07	06	LOI	2	M
Music Stores - Pre-Recorded	57338	5735	451220	09	03	LOI	2	M
Musical Instrument Stores	57334	5736	451140	09	03	LOI	2	M
Newsstands	59935	5994	451212	07	05	LOI	4	H
Offices - Note: See Pages BP-CT-17 through BP-CT-19 for Office Classifications								
Office Machines or Appliances								
Distributors – No Repair	50691	5044	421420	14	11	LOI	3	M
Retail – No Repair	50925	5999	453998	09	03	LOI	3	M
Optical Goods								
Distributors	50721	5048	421460	13	12	LOI	3	M
Retail	59954	5995	446130	07	05	LOI	3	M
Paint, Wallpaper or Wallcovering Stores	52322	5231	444120	09	05	LOI	3	H
Painting, Picture or Frame Stores	59999	5999	442299	09	08	LOI	1	H
Pet Stores	59997	5999	453910	07	05	LOI	2	M
Pet Grooming – no boarding	59997	5999	453910	07	05	LOI	2	M
Photographers	71899	7221/ 7335	711510	08	02	LOI	2	M
Photographic Equipment - Retail only	59955	5946	443130	09	03	LOI	2	M

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Photoengraving	71888	2796	323122	05	02	LOI	3	M
Plumbing Supplies and Fixtures	50741	5074	421720	14	15	LOI	2	S
Distributors	59999	5999	444190	09	08	LOI	2	S
Retail								
Powered Equipment Dealers	50819	5251	444210	09	06	LOI	4	M
Precision and Scientific Tools and Instruments –								
Retail	50811	5999	453998	09	06	LOI	2	M
Printing	71912	27**	32311	08	02	LOI	3	M
Refrigeration Equipment – Commercial								
Distributors	50771	5078	421740	14	15	LOI	3	M
Retail	59983	5999	453998	09	08	LOI	3	M
Religious Goods Store	59994	5947	453220	09	05	LOI	1	M
Restaurants – Casual Dining								
Bistros, Brasseries and Cafes – With no sales of alcoholic beverages	09611	5812	72210	28	40	SALES	2	M
Bistros, Brasseries and Cafes – Bring Your Own Alcohol Establishments – With no sales of alcoholic beverages	09671	5812	72210	28	41	SALES	2	M
Bistros, Brasseries and Cafes – With sales of alcoholic beverages up to 40% of total sales	09621	5812	72210	28	41	SALES	2	M
Diners – With no sales of alcoholic beverages	09631	5812	72210	28	40	SALES	2	M
Diners – Bring Your Own Alcohol Establishments – With no sales of alcoholic beverages	09681	5812	72210	28	41	SALES	2	M
Diners – With sales of alcoholic beverages up to 40% of total	09641	5812	72210	28	41	SALES	2	M
Family-style Restaurants – With no sales of alcoholic beverages	09651	5812	72210	28	40	SALES	2	M
Family-style Restaurants – Bring Your Own Alcohol Establishments – With no sales of alcoholic beverages	09691	5812	72210	28	41	SALES	2	M
Family-style Restaurants – With sales of alcoholic beverages up to 40% of total sales	09661	5812	72210	28	41	SALES	2	M

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Description	Class Code	SIC Code	NAICS Code	Prop. Rate No.	Liab. Class Group	Liab. Exp. Base	EQ	EQ SL
Restaurants – Fast Food								
Cafes	09001	5812	722212	18	32	SALES	2	M
Cafeteria Style - Buffet	09021	5812	722212	18	32	SALES	2	M
Chicken	09031	5812	722211	18	32	SALES	2	M
Concession Stands/Snack Bars	09051	5812	722213	18	32	SALES	2	M
Delicatessens and Sandwich Shops	09071	5812	722211	18	32	SALES	2	M
Donut Shops	09091	5812	722210	18	32	SALES	2	M
Drive-ins/Service in Car (When Drive-ins/Service in Car and any other eligible classification applies, rate and code the restaurant as Drive-ins/Service in Car)	09111	5812	722211	18	32	SALES	2	M
Drug Stores	09131	5812	722211	18	32	SALES	2	M
Hamburger/Malt Shops	09151	5812	722211	18	32	SALES	2	M
Hotdog Shops	09161	5812	722211	18	32	SALES	2	M
Oriental Style	09181	5812	722211	18	32	SALES	2	M
Other Ethnic Style	09191	5812	722211	18	32	SALES	2	M
Pizza Shops	09201	5812	722211	18	32	SALES	2	M
Roast Beef	09221	5812	722211	18	32	SALES	2	M
Seafood	09241	5812	722211	18	32	SALES	2	M
Take Out Only Restaurants-No on-premises consumption of food (When Take Out Only Restaurants – No on-premises consumption of food and any other eligible restaurant classification applies, rate and code the restaurant as Take Out Only Restaurants – No on-premises consumption of food.)	09251	5812	722211	18	32	SALES	2	M
Restaurants – Limited Cooking								
Cafes	09011	5812	722212	17	31	SALES	2	M
Coffee Bars or Shops	09041	5812	722213	17	31	SALES	2	M
Concession Stands/Snack Bars	09061	5812	722213	17	31	SALES	2	M
Delicatessens and Sandwich Shops	09081	5812	445210	17	31	SALES	2	M
Donut Shops	09101	5812	722210	17	31	SALES	2	M
Drive-ins/Service in Car (When Drive-ins/Service in Car and any other eligible restaurant classification applies, rate and code the restaurant as Drive-ins/Service in Car)	09121	5812	722211	17	31	SALES	2	M
Drug Stores (Restaurant Portion Only)	09141	5812	722211	17	31	SALES	2	M
Ice Cream and Yogurt Stores	09171	5812	722213	17	31	SALES	2	M
Pizza Shops	09211	5812	722210	17	31	SALES	2	M
Salad Bars	09231	5812	722211	17	31	SALES	2	M
Take Out Only Restaurants - No on-premises consumption of food (When Take Out Only Restaurants – No on-premises consumption of food and any other eligible restaurant classification applies, rate and code the restaurant as Take Out Only Restaurants – No on-premises consumption of food.)	09261	5812	722211	17	31	SALES	2	M
Retail Stores (Not Otherwise Classified)	59999	5999	453998	09	08	LOI	3	M
Secondhand or Salvage Dealers – Retail only	59999	5932	453310	09	08	LOI	4	S

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Description	Class Code	SIC Code	NAICS Code	Prop. Rate No.	Liab. Class Group	Liab. Exp. Base	EQ	EQ SL
Seed Merchants (Including or Excluding misdelivery or germination failure)	59625	5261	444220	07	06	LOI	2	M
Preferred Self-Storage Facilities	09491	4225	531130	39	21	LOI	3	M
Sewing Machine Stores	57223	5722	443111	07	03	LOI	3	M
Ship Chandler Stores	59999	5999	453998	09	08	LOI	3	M
Shoe Stores								
Repair	71926	7251	811430	07	04	LOI	3	M
Retail	56613	5661	451110	11	03	LOI	3	M
Sporting Goods or Athletic Equipment Stores (Including Apparel) – no guns or ammo	59526	5941	451110	11	06	LOI	2	M
Stationery or Paper Products								
Distributors								
Paper (e. g., fine, printing, writing), bulk, wholesaling	50801	511*	422110	14	12	LOI	3	H
Paper (except office supplies, printing paper, stationery, writing paper) wholesaling	50801	511*	422130	14	12	LOI	3	H
Retail	59435	5943	453210	09	05	LOI	3	H
Tailoring or Dressmaking Establishments - Custom	71961	5699	811490	07	02	LOI	3	M
Taxidermists	71976	7699	711510	08	02	LOI	3	M
Television or Radio Receiving Set Installation or Repair	71921	7622	811211	08	04	LOI	2	M
Tire Dealers	55313	5531	441320	07	03	LOI	4	S
Tobacco Products - Retail Only								
Retail	59906	5993	453991	09	03	LOI	2	H
Townhouses or Similar Associations								
4 families or fewer, with no mercantile or office occupancy - includes 3 or 4 family lessor's risk only	65141	6513	533110	04	19	LOI	3	M
4 families or fewer, with mercantile or office occupancy – includes 3 or 4 family lessor's risk only and garden apartments	65142	6513	533110	04	19	LOI	3	M
Over 4 families with no mercantile or office occupancy	65132	6513	533110	06	20	LOI	3	M
Over 4 families with mercantile or office occupancy	65133	6513	533110	06	20	LOI	3	M
Toys								
Distributors	50901	5092	421920	13	13	LOI	2	M
Retail	59998	5945	451120	07	06	LOI	2	M
Trophy Stores	59996	5999	453998	09	03	LOI	2	M
Vacuum Cleaner Store	57326	5731	443112	09	05	LOI	2	M
Variety Stores								
Discount Houses	53315	5331	452990	09	08	LOI	3	M
Five and Ten Cent Stores	53317	5331	452990	09	08	LOI	3	M
Video Stores								
Rental	57338	7841	532230	09	03	LOI	2	M
Sales	57338	5735	451330	09	03	LOI	2	M
Wigs – Retail Only	59993	5699	448150	11	03	LOI	3	M
Wood Products – Not Otherwise Classified – Retail Only	50943	5211	444190	09	06	LOI	3	S

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AUTO SERVICE

Description	Class Code	SIC Code	NAICS Code	Prop Rate No.	Liab. Exp. Base	EQ	EQ SL
Auto Electrical Repair Shops	79004	7539	811118	37 - Bldg. 38 - BPP	# of emp.	3	S
Auto Glass Shops	79010	7536	811122	37 - Bldg. 38 - BPP	# of emp.	3	S
Auto Service – Gas Sales	13454	5541	44711	10	Gallons-Class Group 45	2	M
Buildings or Premises – Lessor's Risk Only	79025	6531	531120	37 - Bldg. 38 - BPP	LOI - Use Liability Class Group 21	3	S
Car Washes (20) (20) A mandatory property damage deductible of \$500 applies. Use Business Liability Coverage – Property Damage Liability Deductible (Per Claim Basis) Endorsement BP 07 03.	79018	7542	811192	37 – Bldg. 38 – BPP	# of emp.	4	S
Detail Shops	79011	7549	811192	37 – Bldg. 38 – BPP	# of emp.	3	S
Diagnostic Shops	79014	7549	811198	37 – Bldg. 38 – BPP	# of emp.	3	S
Light Mechanical Repair (with incidental body work)	79007	7538	811111	37 – Bldg. 38 – BPP	# of emp.	3	S
Muffler, Shock and Brake Shops	79009	7533	811112	37 – Bldg. 38 – BPP	# of emp.	3	S
Oil and Lubrication Shops	79002	7549	811191	37 – Bldg. 38 – BPP	# of emp.	3	S
Radiator and Air Conditioning Shops	79008	7539	811118	37 – Bldg. 38 - BPP	# of emp.	3	S
Seat Cover and Upholstery Shops	79013	7641	811420	37 – Bldg. 38 – BPP	# of emp.	3	S
Service Stations – with mechanical repair	79015	7538	811111	37 – Bldg. 38 – BPP	# of emp.	3	S
Sound Shops	79017	7622	811213	37 – Bldg. 38 – BPP	# of emp.	3	S
Tire Dealers	79012	5014	441320	37 – Bldg. 38 – BPP	# of emp.	4	S
Transmission Shops	79006	7537	811113	37 – Bldg. 38 – BPP	# of emp.	3	S
Tune-Up Shops	79001	7538	811118	37 – Bldg. 38 – BPP	# of emp.	3	S
Undercoating, Sealing and Rust Proofing Shops	79005	7549	811198	37 - Bldg. 38 - BPP	# of emp.	3	S
Wheel Alignment Shops (no heavy trucks or frame straightening)	79003	7538	811118	37 - Bldg. 38 - BPP	# of emp.	3	S

CHURCH

Description	Class Code	SIC Code	NAICS Code	Prop Rate No.	Liab. Exp. Base	EQ	EQ SL
Church	70065	8661	81311	35 - Bldg. 36 - BPP	Total area	3	M
Cemeteries – Mausoleums – Off Church Premises	41604	6553	81222	35 - Bldg. 36 - BPP	Each Acre	3	M
1 family dwelling – Parsonage	65141	6513	531110	04		3	M

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Description	Class Code	SIC Code	NAICS Code	Prop Rate No.	Liab. Exp. Base	EQ	EQ SL
Air Conditioning Systems or Equipment – Dealer or Distributors and Installation, Servicing or Repair (Includes sales and installation of ducts and piping and also includes display rooms and shops.)							
Office	91111	1711	235110	19	# of emp.	3	M
Shop	91111	1711	235110	20	# of emp.	3	M
Appliances and Accessories – Installation or Service or Repair – Commercial (Not including TV or Radio)							
Office	91150	1799	23599	19	# of emp.	3	M
Shop	91150	1799	23599	20	# of emp.	3	M
Appliances and Accessories – Installation or Service or Repair – Household (Not including TV or Radio)							
Office	91155	1799	23599	19	# of emp.	3	M
Shop	91155	1799	23599	20	# of emp.	3	M
Cable/Dish Installation							
Office	99650	7622	443112	19	# of emp.	3	M
Shop	99650	7622	443112	20	# of emp.	3	M
Carpentry – Construction of Residential Property – Not exceeding 3 stories in height							
(1)	91340	1751	235510	19	# of emp.	3	S
Office	91340	1751	235510	20	# of emp.	3	S
Shop							
(1) This classification includes construction of private garages in connection with such residential property. This classification also includes incidental shop work.							
Carpentry – Interior (2)							
Office	91341	1751	235510	19	# of emp.	3	S
Shop	91341	1751	235510	20	# of emp.	3	S
(2) This classification includes the installation of doors, floors, windows, cabinets and hardwood or parquet flooring. This classification is not applicable to contractors engaged in any other carpentry operations at the same job or location. This classification also includes incidental shop work.							
Carpet, Rug, Furniture or Upholstery Cleaning – On customer's premises – No water clean-up or extraction (3)							
Office	91405	7217	561740	19	# of emp.	3	M
Shop	91405	7217	561740	20	# of emp.	3	M
(3) A mandatory property damage deductible of \$500 applies. Use Business Liability Coverage – Property Damage Liability Deductible (Per Claim Basis) Endorsement BP 07 03 .							

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Description	Class Code	SIC Code	NAICS Code	Prop Rate No.	Liab. Exp. Base	EQ	EQ SL
Ceiling or Wall Installation – Metal only (Other than Metal should be classified as Dry Wall or Wallboard Installation or Carpentry.) – No Asbestos Removal Work							
Office	91436	1761	235420	19	# of emp.	3	S
Shop	91436	1761	235420	20	# of emp.	3	S
Concrete Construction (4)							
Office	91560	1771	235710	19	# of emp.	3	M
Shop	91560	1771	235710	20	# of emp.	3	M
(4) This classification includes foundations, making, setting up or taking down forms, scaffolds, false-work or concrete distributing apparatus. This classification excludes excavation, pile driving, tunneling, subway construction, caisson or cofferdam work, guniting, bridge and elevated highway construction and sewer work.							
Contractor Lessor's Risk							
Office	94444	1799	23599	19	51	3	M
Shop	94444	1799	23599	20	52	3	M
Door, Window or Assembled Millwork – Installation – Metal only (Other than metal should be classified as Carpentry)							
Office	91746	1751	235510	19	# of emp.	3	S
Shop	91746	1751	235510	20	# of emp.	3	S
Driveway, Parking Area or Sidewalk Repair – Paving or Re-paving (Not including clearing of right-of-way, earth or rock excavation and filling or grading of land.) – No street or roadwork							
Office	92215	1771	235710	19	# of emp.	3	S
Shop	92215	1771	235710	20	# of emp.	3	S
Dry Wall or Wallboard Installation – No asbestos removal work							
Office	92338	1742	235420	19	# of emp.	3	M
Shop	92338	1742	235420	20	# of emp.	3	M
Electrical Work – Within Buildings (5) – No burglar or fire alarm installation work							
Office	92478	1731	235310	19	# of emp.	3	M
Shop	92478	1731	235310	20	# of emp.	3	M
(5) This classification applies to risks engaged in wiring of buildings and includes installation or repair of electrical fixtures and appliances and incidental outside work. Also includes Cable/TV/Dish Installation work. This classification excludes installation of alarms or alarm systems and electrical machinery or auxiliary apparatus.							

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Description	Class Code	SIC Code	NAICS Code	Prop Rate No.	Liab. Exp. Base	EQ	EQ SL
Excavation (17) Office Shop (17) A mandatory property damage deductible of \$500 applies. Use Business Liability Coverage – Property Damage Liability Deductible (Per Claim Basis) Endorsement BP 07 03 .	94007 94007	1794 1794	23593 23593	19 20	# of emp. # of emp.	3 3	M M
Fence Erection Contractors – (Only applies to risks that install or erect fences.) – No fence dealers Office Shop	94276 94276	1799 1799	235990 235990	19 20	# of emp. # of emp.	3 3	S S
Floor Covering Installation – Not Ceramic Tile or Stone Office Shop	94569 94569	1752 1752	235520 235520	19 20	# of emp. # of emp.	3 3	M M
Furniture or Fixtures – Installation in Offices or Stores – Portable – Metal or Wood Office Shop	98111 98111	1799 1799	23599 23599	19 20	# of emp. # of emp.	3 3	S S
Glass Dealers and Glaziers – Sales and Installation (Includes bending, grinding, beveling or silvering of plate glass.) Office Shop	13590 13590	1793 1793	235920 235920	19 20	# of emp. # of emp.	3 1	S S
Handyperson (6)(16) Office Shop (6) This class applies to an insured who is not licensed in a particular trade or trained as a professional contractor, but is in the business of being hired to do a variety of miscellaneous work for others, usually involving minor repairs in a household environment. (16) A mandatory property damage deductible of \$500 applies. Use Business Liability Coverage – Property Damage Liability Deductible (Per Claim Basis) Endorsement BP 07 03 .	95625 95625	1799 1799	23599 23599	19 20	# of emp. # of emp.	3 3	S S
Heating or Combined Heating and Air Conditioning Systems or Equipment – Dealers or Distributors and Installation, Servicing or Repair – No Liquefied Petroleum Gas (LPG) Equipment Sales or Work (Includes sales and installation of ducts and piping and also includes display rooms and shops.) Office Shop	95647 95647	1711 1711	235110 235110	19 20	# of emp. # of emp.	3 3	M M
House Furnishings Installation – Not Otherwise Classified (Includes incidental upholstery and floor covering installation) Office Shop	96053 96053	1799 1799	23599 23599	19 20	# of emp. # of emp.	3 3	M M

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Description	Class Code	SIC Code	NAICS Code	Prop Rate No.	Liab. Exp. Base	EQ	EQ SL
Interior Decorators							
Office	96611	7389	541410	19	# of emp.	3	M
Shop	96611	7389	541410	20	# of emp.	3	M
Janitorial Services – Residential and Light Commercial only (7)							
Office	96816	7349	56172	19	# of emp.	3	M
Shop	96816	7349	56172	20	# of emp.	3	M
(7) A mandatory property damage deductible of \$500 applies. Use Business Liability Coverage – Property Damage Liability Deductible (Per Claim Basis) Endorsement BP 07 03 .							
Landscape Gardening - No Tree Removal, excavation, tree trimming, pruning or spraying and no application of fertilizer, fungicide, herbicide or pesticide (8)							
Office	97047	0782/ 0783	561730	19	# of emp.	3	S
Shop	97047	0782/ 0783	561730	20	# of emp.	3	S
(8) This classification includes laying out of grounds, planting trees, shrubs, flowers or lawns							
Lawn Sprinkler Installation							
Office	98482	1711	235110	19	# of emp.	3	S
Shop	98482	1711	235110	20	# of emp.	3	S
Masonry							
Office	97447	1741	235410	19	# of emp.	3	S
Shop	97447	1741	235410	20	# of emp.	3	S
Painting - Exterior - Buildings only - 3 stories or less in height (Not Otherwise Classified) (9)							
Office	98304	1721	235210	19	# of emp.	3	M
Shop	98304	1721	235210	20	# of emp.	3	M
(9) A mandatory property damage deductible of \$500 applies. Use Business Liability Coverage - Property Damage Liability Deductible (Per Claim Basis) Endorsement BP 07 03 . This classification excludes painting of steel structures and bridges.							
Painting - Interior Buildings or Structures (10) - No tanks							
Office	98305	1721	235210	19	# of emp.	3	M
Shop	98305	1721	235210	20	# of emp.	3	M
(10) A mandatory property damage deductible of \$500 applies. Use Business Liability Coverage - Property Damage Liability Deductible (Per Claim Basis) Endorsement BP 07 03 .							
Paperhanging							
Office	98344	1721	235210	19	# of emp.	3	H
Shop	98344	1721	235210	20	# of emp.	3	H

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Description	Class Code	SIC Code	NAICS Code	Prop Rate No.	Liab. Exp. Base	EQ	EQ SL
Permanent Yards - Maintenance or Storage (11) (11) This classification is applicable only to a permanent yard maintained by a contractor for the storage of material or the storage and maintenance of equipment. It is not available for division of payroll at the place where construction operations are carried on. This classification includes products coverage only when concurrent liability insurance for products/completed operations is provided for other contracting operations of the insured. Refer to the state loss cost pages for the appropriate Permanent Yards – Maintenance or Storage loss costs.	****	****	****	(9)	# of emp.		
Plastering (Interior Work Only) Office Shop	98449 98449	1742 1742	235420 235420	19 20	# of emp. # of emp.	3 3	M M
Plumbing - Residential or Commercial (12) (13) - No sprinkler installation or insulation work Office Shop (12) This classification includes: - The installation, service or repair of sanitary gas, steam, hot water, pipe or other pipe fittings including building connections and gas or liquid fuel appliances; and - The incidental sales of plumbing fixtures and supplies to be used in connection with the insured's installation, service or repair operations. (13) This classification includes: The installation, service or repair of sanitary gas, steam, hot water, pipe or other pipe fittings including building connections and gas or liquid fuel appliances; and The incidental sales of plumbing fixtures and supplies to be used in connection with the insured's installation, service or repair operations. This classification applies to insureds whose principal operations are in connection with 1-4 family dwellings. Also includes house connections, shop and display rooms.	98483 98483	1711 1711	235110 235110	19 20	# of emp. # of emp.	3 3	S S

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Description	Class Code	SIC Code	NAICS Code	Prop Rate No.	Liab. Exp. Base	EQ	EQ SL
Pressure Washing (18) Office Shop (18) Pressure washing of home exteriors, driveways and sidewalks (no acid-based solutions or harsh chemicals) A mandatory property damage deductible of \$500 applies. Use Business Liability Coverage – Property Damage Liability Deductible (Per Claim Basis) Endorsement BP 07 03.	99952 99952	1799 1799	23599 23599	19 20	# of emp. # of emp.	3 3	M M
Refrigeration Systems or Equipment - Dealers and Distributors and Installation, Servicing or Repair – Commercial (14) Office Shop (14) This classification applies to risks engaged in: Sales and installation, servicing or repair of refrigeration systems and equipment. Installation, servicing or repair of refrigeration systems or equipment only. This classification includes the sales and installation of ducts and piping and also includes shop and display rooms.	98636 98636	1711 1711	235110 235110	19 20	# of emp. # of emp.	3 3	M M
Roofing – Residential (19) Office Shop (19) A mandatory property damage deductible of \$500 applies. Use Business Liability Coverage – Property Damage Liability Deductible (Per Claim Basis) Endorsement BP 07 03.	98678 98678	1761 1761	235610 235610	19 20	# of emp. # of emp.	3 4	S S
Septic Tank Installation Office Shop	98806 98806	7699 7699	562991 562991	19 20	# of emp. # of emp.	3 3	S S
Sheet Metal Work Office Shop	98884 98884	1761 1761	238390 238390	19 20	# of emp. # of emp.	3 3	S S
Siding Installation - 3 stories or less in height (Wood siding installation should be classified as Carpentry.) Office Shop	98967 98967	1761 1761	235610 235610	19 20	# of emp. # of emp.	3 3	S S
Sign Painting or Lettering - Inside of Building - No Spray Painting (Includes shop operations and the existence hazard of signs located away from the insured's premises.) Office Shop	99003 99003	7389 7389	541890 541890	19 20	# of emp. # of emp.	3 3	M M

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Description	Class Code	SIC Code	NAICS Code	Prop Rate No.	Liab. Exp. Base	EQ	EQ SL
Tile, Stone, Marble Mosaic or Terrazzo Work - Interior Construction (Includes incidental exterior work.)							
Office	99746	1743	235430	19	# of emp.	3	S
Shop	99746	1743	235430	20	# of emp.	3	S
Water Softening Installation							
Office	99948	1799	23599	19	# of emp.	3	S
Shop	99948	1799	23500	20	# of emp.	3	S
Window Cleaning – 3 stories or less in height (15)							
Office	99975	1799	561720	19	# of emp.	3	S
Shop	99975	1799	561720	20	# of emp.	3	S
(15) A mandatory property damage deductible of \$500 applies. Use Business Liability Coverage – Property Damage Liability Deductible (Per Claim Basis) Endorsement BP 07 03 .							

OFFICES

Description	Class Code	SIC Code	NAICS Code	Prop Rate No.	Liab. Class Group	Liab. Exp. Base	EQ	EQ SL
Accounting Services - Except CPAs								
Office	63611	8721	541214	01	01	LOI	3	M
Lessors Risk Only	63610	8721	531120	01	01	LOI	3	M
Condominium – Office	63621	8721	541214	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	63621	8721	531120	02	18	LOI	3	M
Accounting Services - CPAs								
Office	63631	8721	541214	01	01	LOI	3	M
Lessors Risk Only	63630	8721	531120	01	01	LOI	3	M
Condominium – Office	63641	8721	541214	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	63641	8721	531120	02	18	LOI	3	M
Advertising and Related Services								
Office	63651	731*	541214	01	01	LOI	3	M
Lessors Risk Only	63650	8721	531120	01	01	LOI	3	M
Condominium – Office	63661	731*	541214	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	63661	731*	531120	02	18	LOI	3	M
Bookkeeping Services								
Office	63671	8721	541214	01	01	LOI	3	M
Lessors Risk Only	63670	8721	531120	01	01	LOI	3	M
Condominium – Office	63681	8721	541214	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	63681	8721	531120	02	18	LOI	3	M
Engineers or Architects - Consulting - Not engaged in actual construction								
Office	63781	871*	541214	01	01	LOI	3	M
Lessors Risk Only	63780	871*	531120	01	01	LOI	3	M
Condominium – Office	63791	871*	541214	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	63791	871*	531120	02	18	LOI	3	M

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Description	Class Code	SIC Code	NAICS Code	Prop Rate No.	Liab. Class Group	Liab. Exp. Base	EQ	EQ SL
Inspection and Appraisal Companies - Inspecting for insurance or valuation purposes								
Office	63831	6411	541214	01	01	LOI	3	M
Lessors Risk Only	63830	6411	531120	01	01	LOI	3	M
Condominium – Office	63841	6411	541214	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	63841	6411	531120	02	18	LOI	3	M
Insurance Agents								
Office	63851	6411	541214	01	01	LOI	3	M
Lessors Risk Only	63850	6411	531120	01	01	LOI	3	M
Condominium – Office	63861	6411	541214	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	63861	6411	531120	02	18	LOI	3	M
Interior Decorators								
Office	63871	7389	541214	01	01	LOI	3	M
Lessors Risk Only	63870	7389	531120	01	01	LOI	3	M
Condominium – Office	63881	7389	541214	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	63881	7389	531120	02	18	LOI	3	M
Lawyers (Personal Injury And Advertising Injury Endorsement BP 14 15 must be attached.)								
Office	63921	8111	541214	01	01	LOI	3	M
Lessors Risk Only	63920	8111	531120	01	01	LOI	3	M
Condominium – Office	63931	8111	541214	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	63931	8111	531120	02	18	LOI	3	M
Medical Offices								
Office	63981	80**	621111	01	01	LOI	2	H
Lessors Risk Only	63980	80**	531120	01	01	LOI	2	H
Condominium – Office	63991	80**	621111	02	18	LOI	2	H
Condominium – Office – Lessors Risk Only	63991	80**	531120	02	18	LOI	2	H
Not Otherwise Classified								
Office	65171	****	****	01	01	LOI	3	M
Lessors Risk Only	65170	****	531120	01	01	LOI	3	M
Condominium – Office	65231	****	****	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	65231	****	****	02	18	LOI	3	M
Payroll Accounting Services								
Office	64011	8721	541214	01	01	LOI	3	M
Lessors Risk Only	64010	8721	531120	01	01	LOI	3	M
Condominium – Office	64021	8721	541214	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	64021	8721	531120	02	18	LOI	3	M
Real Estate Agents (No property management)								
Office	64061	6531	531210	01	01	LOI	3	M
Lessors Risk Only	64060	6531	531120	01	01	LOI	3	M
Condominium – Office	64071	6531	531210	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	64071	6531	531120	02	18	LOI	3	M
Ticket Agencies - Theatrical								
Office	64121	7922	561599	01	01	LOI	3	M
Lessors Risk Only	64120	7922	531120	01	01	LOI	3	M
Condominium – Office	64131	7922	561599	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	64131	7922	531120	02	18	LOI	3	M

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Description	Class Code	SIC Code	NAICS Code	Prop Rate No.	Liab. Class Group	Liab. Exp. Base	EQ	EQ SL
Ticket Agencies - Other Than Theatrical								
Office	64141	7999	561599	01	01	LOI	3	M
Lessors Risk Only	64140	7999	531120	01	01	LOI	3	M
Condominium – Office	64151	7999	561599	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	64151	7999	531120	02	18	LOI	3	M
Title Agents								
Office	64161	6541	541191	01	01	LOI	3	M
Lessors Risk Only	64160	6541	531120	01	01	LOI	3	M
Condominium – Office	64171	6541	541191	02	18	LOI	3	M
Condominium – Office – Lessors Risk Only	64171	6541	531120	02	18	LOI	3	M
Veterinarians Office								
Office	64181	074*	541940	01	01	LOI	2	H
Lessors Risk Only	64180	074*	531120	01	01	LOI	2	H
Condominium – Office	64191	074*	541940	02	18	LOI	2	H
Condominium – Office – Lessors Risk Only	64191	074*	531120	02	18	LOI	2	H

ADDITIONAL RULE(S)

RULE A1. STOP GAP - EMPLOYERS LIABILITY COVERAGE

A. Description Of Coverage

This endorsement provides Employers Liability Coverage for those situations where an employer can be held liable for an employee's occupational injuries in third party over actions. Such coverage is not provided by the state insurance fund that provides workers' compensation in this state.

B. Endorsement

Use Ohio - Stop Gap - Employers Liability Coverage Endorsement **BP 06 72**.

C. Premium Determination

1. If the Each Accident and Each Person Disease Limits are the same, the premium for this endorsement is calculated as follows:
 - a. Determine the applicable type of risk classification.
 - b. Using the Each Accident and Each Person Disease Limit as the per occurrence limit and the Each Disease Aggregate Limit as the aggregate limit, select the Increased Limit Factor from Table **23.C.6.b.(2)(b)(ii)(RF)** and determine its liability premium.
 - c. Multiply the liability premium by the applicable factor shown in Table **A1.C.(RF)** in the state Rating Relativities and Factors Section of the manual to determine the additional premium.
2. If the Each Accident and Each Person Disease Limits differ or if limits other than what is provided in Table **23.C.6.b.(2)(b)(ii)(RF)** are used, then refer to company for rating.

RULE A2. TERRORISM

Refer to the Terrorism Supplement to the CLM.

RULE A4. GREEN UPGRADES

A. Description Of Coverage

The Increased Cost Of Loss And Related Expenses For Green Upgrades optional endorsement amends various **Section I - Property** coverage provisions to address green upgrades to real and personal property, and related expenses. The endorsement includes the following sections:

1. Green Upgrade Coverage

Green Upgrade Coverage modifies Replacement Cost Coverage to address loss settlement of damaged property using more energy-efficient, environmentally-preferable materials, products or methods in design, construction, manufacture or operation, as recognized by a Green standards-setter. This coverage:

- a. Applies to selected buildings and/or business personal property as scheduled in the endorsement;
- b. Does not apply to personal effects, property of others, leased property or stock;
- c. Does not pay any additional cost to repair or replace damaged property solely for the purpose of achieving points toward certification or recertification of the property by a Green standards-setter; and
- d. Does not include Ordinance Or Law Coverage, and therefore will not pay any additional cost, above the cost of a Green Upgrade, solely for the purpose of satisfying an ordinance or law. Ordinance Or Law Coverage is addressed in a separate endorsement; refer to Rule **29.A.20.**, in this manual, for a description of this coverage.

RULE A4. GREEN UPGRADES (Cont'd)

2. Related Expenses

Coverage for Related Expenses is an option with respect to property to which Green Upgrade Coverage applies. If coverage for Related Expenses is indicated in the Schedule of the endorsement, the following related expenses apply with respect to a loss that is covered thereunder:

- a. Waste Reduction And Recycling, less any income received as a result;
- b. Design And Engineering Professional Fees;
- c. Certification Fees And Related Equipment Testing, but not including any further modification if the building fails to obtain certification, recertification or a specific level of certification; and
- d. Building Air-out And Related Testing.

3. Business Interruption

The period of restoration is extended for up to 30 days, to recognize the increased period of time attributable to green upgrades and related expenses. The period of restoration may be further extended by entering the total number of days for the extension in the Schedule. The Extended Business Income, within Business Income Additional Coverage, does not begin until the extended period of restoration ends.

B. Forms

Attach Increased Cost Of Loss And Related Expenses For Green Upgrades Endorsement **BP 14 75**.

C. Rules

1. The amount of coverage for Green Upgrades is based on a selected percentage which is applied to the amount of loss, subject to a maximum dollar limit. In the Schedule of Endorsement **BP 14 75**, for each entry of covered property:
 - a. For Increased Cost Of Loss, enter a percentage of 10%, 20%, 30%, 40% or 50%; and
 - b. Enter a dollar limit under Green Upgrades (Maximum Amount). The Green Upgrades dollar limit is not a function of the aforementioned percentage, except that such limit should not exceed the amount determined by applying the Increased Cost Of Loss percentage to the underlying Limit of Insurance on the property. For example, if the underlying Limit of Insurance on a building is \$500,000 and the selected Increased Cost Of Loss percentage is 30%, the selected dollar limit for Green Upgrades should not be more than (but may be less than) \$150,000. If the property is part of a Blanket Limit in the underlying policy, the preceding calculation would be performed using the property value, as determined in Rule **21.C.1.a**.
2. Coverage for Related Expenses is optional. For locations at which such coverage is to apply, enter a dollar amount in the Schedule. That amount applies to the total of all related expenses at that location.
3. The period of restoration is increased by up to 30 days as indicated in Paragraph **A.3.** of this rule. As an option, that 30-day period may be increased by entering in the Schedule the total number of days for the extended period of restoration. Refer to Paragraph **D.** of this rule for number of days.
4. The Actual Cash Value (ACV) - Buildings Loss Settlement option, as shown in the Declarations, does not apply to this coverage and should not be selected for buildings in which Endorsement **BP 14 75** is attached.
5. Refer to company to determine eligibility for providing blanket limits under Endorsement **BP 14 75**.

RULE A4. GREEN UPGRADES (Cont'd)

D. Premium Determination

1. Green Upgrades

- a. Divide the selected Green Upgrades dollar limit by the underlying Limit of Insurance on the property. (Refer to Paragraph **C.1.** for relevant information on the selection process.)
- b. Divide the result of Paragraph **a.** by the selected Increased Cost Of Loss percentage in factor form. The result is the Ratio.

Example: The selected Green Upgrades limit is \$400,000; the underlying property limit is \$1,000,000; the selected Increased Cost Of Loss percentage is 50% (.50).

Step (1) $\$400,000 \div \$1,000,000 = .40$

Step (2) $.40 \div .50 = \text{Ratio } 0.80$

- c. Select the appropriate rate modification factor from Table **A4.D.1.c.(RF)**, based on the Ratio. If the calculated Ratio is not shown in the table, use the rate modification factor associated with the next higher Ratio.
- d. Develop a Green Upgrades rate by applying the factor determined in Paragraph **c.** to the Building and/or Business Personal Property rate, as determined in Rule **23.C.6.a.(2)(c)(viii)** for the applicable property.

Example: If the Ratio is 0.80, the rate modification factor is 0.525. Apply the rate modification factor of 0.525 to the rate otherwise applicable to the property (\$.065 for purposes of this illustration), and multiply the resulting rate by the Green Upgrades limit, in hundreds.

Step (1) $\$.065 \times 0.525 = .034$

Step (2) $\$.034 \times 4,000 = \$136$

2. Related Expenses

Develop a rate for Related Expenses by applying the factor shown in Table **A4.D.2.(RF)** to the Building and/or Business Personal Property rate, as determined in Rule **23.C.6.a.(2)(c)(viii)** for the applicable property. Apply the Related Expenses rate to the limit of insurance selected for Related Expenses, in hundreds.

3. Extension Of The Period Of Restoration

To develop additional premium for this option, multiply the Building and Business Personal Property premium determined in Rule **23.C.6.a.(3)**, Rule **29.A.12.e.** and Rule **29.A.13.d.** by the applicable factor shown in Table **A4.D.3.(RF)**. The factor should be applied to both the Building and Business Personal Property premiums when both coverages are provided for a given risk.

SECTION II - COVERAGE FORM RULES

RULE 16. MANDATORY FORMS, COVERAGE AND LIMITS

The following is added to Paragraph **B.6.:**

B. Forms

6. Pesticide Or Herbicide Applicator - Limited Pollution Coverage Endorsement BP 07 08

d. Limits Of Insurance

In accordance with the Ohio Department of Agriculture adopted Rule 901:5-11-06, every person issued a pesticide business license must have a liability policy in force for the term of the license providing coverage for bodily injury, property damage and products/completed operations. The policy shall contain the following minimum limits of insurance:

- (1)** Three hundred thousand dollars policy general aggregate limit;
- (2)** Three hundred thousand dollars per occurrence limit; and
- (3)** Three hundred thousand dollars products/completed operations aggregate limit.

e. Cancellation

When insuring eligible pesticide applicators, attach Ohio Changes – Pesticide Applicators - Notice Of Cancellation Endorsement **BP 01 96** to all policies in Ohio.

The following is added to Paragraph **B.:**

9. Ohio Changes Endorsement BP 01 58

Attach Ohio Changes Endorsement **BP 01 58** to all policies.

SECTION III - RATING AND ELIGIBILITY RULES

RULE 23. PREMIUM DEVELOPMENT - MANDATORY COVERAGES

Paragraph **B.8.a.(2)(c)** is replaced by the following:

B. Special Rules

8. Contractors

a. Payroll

(2) Executive Officers

(c) Rule

For premium computation purposes, use \$36,900 as the annual individual payroll for executive officers.

For premium computation purposes, use \$36,900 as the annual individual payroll for individual insureds or co-partners.

Use the following table to determine the Building Limit of Insurance Relativity Group for the applicable territory.

Territory	Building Limit Of Insurance Relativity Group
702	C
704	C
706	A
708	A
709	C
710	C
711	C
712	C
713	B
714	A
715	A
716	A
717	C
718	C

Table 23.C.6.a.(2)(b) Building Limit Of Insurance Relativity Group

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ADDITIONAL RULE(S)

RULE A2. TERRORISM

Refer to the Terrorism Supplement to the CLM.

LOSS COSTS (EXCEPTIONS)

LOSS COSTS

Territory	BASE LOSS COSTS					
	PROPERTY		LIABILITY			
	Building Per \$100 Of Limit Of Ins.	Business Personal Property Per \$100 Of Limit Of Ins.	Occupant Liability Per \$100 Of Limit Of Ins.	Occupant Liability Per \$1,000 Of Annual Gross Sales	Occupant Liability Per \$1,000 Of Annual Payroll	Lessors Liability Per \$100 Of Limit Of Ins.
702	0.276	0.365	0.077	1.138	7.071	0.017
704	0.445	0.573	0.075	0.610	6.032	0.018
706	0.373	0.410	0.097	0.728	7.415	0.021
708	0.256	0.304	0.079	0.906	7.408	0.018
709	0.214	0.285	0.056	0.924	7.150	0.015
710	0.230	0.303	0.062	0.885	7.117	0.014
711	0.260	0.328	0.090	0.751	7.408	0.019
712	0.179	0.231	0.073	0.881	7.184	0.018
713	0.534	0.493	0.107	0.931	7.236	0.028
714	0.254	0.283	0.088	1.156	6.972	0.022
715	0.397	0.430	0.057	0.655	6.885	0.015
716	0.377	0.483	0.063	0.753	7.520	0.014
717	0.237	0.290	0.069	0.765	7.203	0.016
718	0.458	0.569	0.084	0.852	7.447	0.021

Table #1(LC) Base Loss Costs - Property And Liability

SECTION III - RATING AND ELIGIBILITY RULES

RULE 23. PREMIUM DEVELOPMENT - MANDATORY COVERAGES

C. Premium Determination

6. Premium Determination

c. Additional Rating Considerations

(3) Permanent Yards - Maintenance Or Storage

Territory	Loss Cost Per \$100		
	Public Protection (Fire) Classification		
	01-04	05-08	09-10
702, 704, 706, 708-718	0.276	0.325	0.374

Table 23.C.6.c.(3)(LC) Permanent Yards - Maintenance Or Storage Premium Determination

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SECTION IV - OPTIONAL COVERAGE RULES

RULE 28. OPTIONAL COVERAGES

A. Property Coverages

13. Money And Securities

b. Premium Determination

Territory	Location	Loss Cost Per \$100		
		Apartment & Apartment Condominiums	Office & Office Condominiums	All Other
702	ON-PREMISES	0.536	0.390	0.487
	OFF-PREMISES	0.047	0.047	0.047
704, 711, 712	ON-PREMISES	0.344	0.250	0.312
	OFF-PREMISES	0.030	0.030	0.030
706	ON-PREMISES	0.369	0.268	0.335
	OFF-PREMISES	0.034	0.034	0.034
713, 714	ON-PREMISES	0.586	0.427	0.533
	OFF-PREMISES	0.051	0.051	0.051
715, 716	ON-PREMISES	0.637	0.463	0.579
	OFF-PREMISES	0.056	0.056	0.056
708-710, 717, 718	ON-PREMISES	0.360	0.262	0.328
	OFF-PREMISES	0.032	0.032	0.032

Table 28.A.13.b.(LC) Money And Securities Premium Determination

14. Outdoor Signs

b. Premium Determination

Loss Cost	
Per \$100 of Sign Value	\$ 1.200

Table 28.A.14.b.(LC) Outdoor Signs Premium Determination

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RULE 29. ENDORSEMENTS

A. Property Endorsements

39. Windstorm Or Hail Exclusion

d. Rate Modification

Territory	Coverage (Code)	Credit
702	Buildings (1) Business Personal Property (2)	0.110 0.037
704	Buildings (1) Business Personal Property (2)	0.178 0.057
706	Buildings (1) Business Personal Property (2)	0.149 0.041
708	Buildings (1) Business Personal Property (2)	0.102 0.030
709	Buildings (1) Business Personal Property (2)	0.086 0.029
710	Buildings (1) Business Personal Property (2)	0.092 0.030
711	Buildings (1) Business Personal Property (2)	0.104 0.033
712	Buildings (1) Business Personal Property (2)	0.072 0.023
713	Buildings (1) Business Personal Property (2)	0.214 0.049
714	Buildings (1) Business Personal Property (2)	0.102 0.028
715	Buildings (1) Business Personal Property (2)	0.159 0.043
716	Buildings (1) Business Personal Property (2)	0.151 0.048
717	Buildings (1) Business Personal Property (2)	0.095 0.029
718	Buildings (1) Business Personal Property (2)	0.183 0.057

Table 29.A.39.d.(LC) Windstorm Or Hail Exclusion Credits

B. Liability Endorsements

7. Employment-Related Practices Liability

b. Employment-Related Practices Liability Coverage Endorsement

(5) Premium Determination

Number Of Employees	Loss Cost Per Employee		
	Mercantile Restaurant	Wholesale	All Other
1-25	\$ 7.800	\$ 19.160	\$ 14.190
Each Additional Employee	6.050	14.850	11.000

Table 29.B.7.b.(5)(LC) Employment-Related Practices Liability Premium Determination

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SECTION V - CLASS-SPECIFIC ENDORSEMENTS RULES

RULE 41. APARTMENT BUILDINGS CLASS-SPECIFIC ENDORSEMENTS

B. Endorsements

1. Apartment Buildings

c. Premium Determination

Loss Cost
\$ 96.33

Table 41.B.1.c.(LC) Apartment Buildings Endorsement Premium Determination

2. Apartment Buildings - Loss Or Damage To Tenants' Autos (Legal Liability Coverage)

d. Premium Determination

\$250 Other Than Collision/\$500 Collision Deductible	
Maximum Limit Of Liability	Loss Cost
\$ 6,000	\$ 40
7,500	45
9,000	53
12,000	66
15,000	77
18,000	90
22,500	105
30,000	134
37,500	157
45,000	178
60,000	221
75,000	264
90,000	302
120,000	376
150,000	445
180,000	513
225,000	616
300,000	780
375,000	946
450,000	1,108
600,000	1,424
750,000	1,732
900,000	2,027
1,200,000	2,583
1,500,000	3,092
2,000,000	3,510
2,500,000	3,824
Over 2,500,000	Refer to Company

Table 41.B.2.d.(LC) Loss Or Damage To Tenants' Autos (Legal Liability Coverage) - Premium Determination

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RULE 41. APARTMENT BUILDINGS CLASS-SPECIFIC ENDORSEMENTS (Cont'd)

3. Fine Arts Coverage

c. Premium Determination

Limit Of Insurance	Loss Cost
\$ 25,000	\$ 122.00

Table 41.B.3.c.(LC) Fine Arts Coverage Premium Determination

RULE 42. RESTAURANTS CLASS-SPECIFIC ENDORSEMENTS

B. Endorsements

1. Restaurants

d. Premium Determination

(1) The additional premium for Endorsement BP 07 78 is:

Loss Cost
\$ 115.49

Table 42.B.1.d.(1)(LC) Restaurants Endorsement Premium Determination

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RULE 42. RESTAURANTS CLASS-SPECIFIC ENDORSEMENTS (Cont'd)

**2. Restaurants - Loss Or Damage To Customers' Autos (Legal Liability Coverage)
d. Premium Determination**

\$250 Other Than Collision/\$500 Collision Deductible	
Maximum Limit Of Liability	Loss Cost
\$ 6,000	\$ 40
7,500	45
9,000	53
12,000	66
15,000	77
18,000	90
22,500	105
30,000	134
37,500	157
45,000	178
60,000	221
75,000	264
90,000	302
120,000	376
150,000	445
180,000	513
225,000	616
300,000	780
375,000	946
450,000	1,108
600,000	1,424
750,000	1,732
900,000	2,027
1,200,000	2,583
1,500,000	3,092
2,000,000	3,510
2,500,000	3,824
Over 2,500,000	Refer to Company

Table 42.B.2.d.(LC) Loss Or Damage To Customers' Autos (Legal Liability Coverage) - Premium Determination

**3. Fine Arts Coverage
c. Premium Determination**

Limit Of Insurance	Loss Cost
\$ 25,000	\$ 126.75

Table 42.B.3.c.(LC) Fine Arts Coverage Premium Determination

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ADDITIONAL RULE(S)

RULE A1. STOP GAP - EMPLOYERS LIABILITY COVERAGE

C. Premium Determination

Type Of Risk	Factor
Contractors or Processing and Service Risks	.03
All Other Risks	.02

Table A1.C.(RF) Stop Gap - Employers Liability Coverage Factors

RULE A4. GREEN UPGRADES

Ratio	Rate Modification Factor
1.00	0.440
0.90	0.480
0.80	0.525
0.70	0.570
0.60	0.615
0.50	0.660
0.40	0.700
0.30	0.745
0.20	0.790
0.10	0.835

Table A4.D.1.c.(RF) Green Upgrades

Factor
.09

Table A4.D.2.(RF) Related Expenses

Number Of Days' Extension	Factor
60	0.002
90	0.004
120	0.005
180	0.007

Table A4.D.3.(RF) Extension Of The Period Of Restoration

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SECTION III - RATING AND ELIGIBILITY RULES

RULE 23. PREMIUM DEVELOPMENT - MANDATORY COVERAGES

- C. Premium Determination
 - 4. Community Mitigation Classifications
 - b. Building Code Effectiveness Grading
 - (5) State Rating Relativity Table

Territory	
Grade	Entire State
1	.97
2	.97
3	.97
4	.98
5	.98
6	.98
7	.98
8	.99
9	.99
10	1.00
Ungraded	1.00

**Table 23.C.4.b.(5)(RF) Building Code Effectiveness
Grading Factors - Building And Business Personal Property**

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ZIP CODES 43001 – 43112

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
43001	ALEXANDRIA	709	43050	MOUNT VERNON	709
43002	AMLIN	716	43054	NEW ALBANY	716
43003	ASHLEY	709	43055	NEWARK	709
43004	BLACKLICK	716	43056	HEATH	709
43005	BLADENSBURG	709	43058	NEWARK	709
43006	BRINKHAVEN	709	43060	NORTH LEWISBURG	709
43007	BROADWAY	709	43061	OSTRANDER	709
43008	BUCKEYE LAKE	709	43062	PATASKALA	709
43009	CABLE	709	43064	PLAIN CITY	709
43010	CATAWBA	709	43065	POWELL	709
43011	CENTERBURG	709	43066	RADNOR	709
43013	CROTON	709	43067	RAYMOND	709
43014	DANVILLE	709	43068	REYNOLDSBURG	716
43015	DELAWARE	709	43069	REYNOLDSBURG	716
43016	DUBLIN	716	43070	ROSEWOOD	709
43017	DUBLIN	716	43071	SAINT LOUISVILLE	709
43018	ETNA	709	43072	SAINT PARIS	709
43019	FREDERICKTOWN	709	43073	SUMMIT STATION	709
43021	GALENA	709	43074	SUNBURY	709
43022	GAMBIER	709	43076	THORNVILLE	709
43023	GRANVILLE	709	43077	UNIONVILLE CENTER	709
43025	HEBRON	709	43078	URBANA	709
43026	HILLIARD	716	43080	UTICA	709
43027	HOMER	709	43081	WESTERVILLE	716
43028	HOWARD	709	43082	WESTERVILLE	709
43029	IRWIN	709	43083	WESTVILLE	709
43030	JACKSONTOWN	709	43084	WOODSTOCK	709
43031	JOHNSTOWN	709	43085	COLUMBUS	716
43032	KILBOURNE	709	43086	WESTERVILLE	716
43033	KIRKERSVILLE	709	43093	NEWARK	709
43035	LEWIS CENTER	709	43101	ADELPHI	709
43036	MAGNETIC SPRINGS	709	43102	AMANDA	709
43037	MARTINSBURG	709	43103	ASHVILLE	709
43040	MARYSVILLE	709	43105	BALTIMORE	709
43041	MARYSVILLE	709	43106	BLOOMINGBURG	709
43044	MECHANICSBURG	709	43107	BREMEN	709
43045	MILFORD CENTER	709	43109	BRICE	715
43046	MILLERSPORT	709	43110	CANAL WINCHESTER	716
43047	MINGO	709	43111	CARBON HILL	709
43048	MOUNT LIBERTY	709	43112	CARROLL	709

Table #1(T) ZIP Codes 43001 – 43112

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ZIP CODES 43113 – 43272

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
43113	CIRCLEVILLE	709	43202	COLUMBUS	715
43115	CLARKSBURG	709	43203	COLUMBUS	715
43116	COMMERCIAL POINT	709	43204	COLUMBUS	715
43117	DERBY	709	43205	COLUMBUS	715
43119	GALLOWAY	716	43206	COLUMBUS	715
43123	GROVE CITY	716	43207	COLUMBUS	715
43125	GROVEPORT	716	43209	COLUMBUS	715
43126	HARRISBURG	709	43210	COLUMBUS	715
43127	HAYDENVILLE	709	43211	COLUMBUS	715
43128	JEFFERSONVILLE	709	43212	COLUMBUS	715
43130	LANCASTER	709	43213	COLUMBUS	715
43135	LAURELVILLE	709	43214	COLUMBUS	715
43136	LITHOPOLIS	716	43215	COLUMBUS	715
43137	LOCKBOURNE	709	43216	COLUMBUS	715
43138	LOGAN	709	43217	COLUMBUS	716
43140	LONDON	709	43218	COLUMBUS	715
43142	MILLEDGEVILLE	709	43219	COLUMBUS	715
43143	MOUNT STERLING	709	43220	COLUMBUS	715
43144	MURRAY CITY	709	43221	COLUMBUS	716
43145	NEW HOLLAND	709	43222	COLUMBUS	715
43146	ORIENT	709	43223	COLUMBUS	715
43147	PICKERINGTON	709	43224	COLUMBUS	715
43148	PLEASANTVILLE	709	43226	COLUMBUS	715
43149	ROCKBRIDGE	709	43227	COLUMBUS	715
43150	RUSHVILLE	709	43228	COLUMBUS	715
43151	SEDALIA	709	43229	COLUMBUS	715
43152	SOUTH BLOOMINGVILLE	709	43230	COLUMBUS	716
43153	SOUTH SOLON	709	43231	COLUMBUS	715
43154	STOUTSVILLE	709	43232	COLUMBUS	715
43155	SUGAR GROVE	709	43234	COLUMBUS	715
43156	TARLTON	709	43235	COLUMBUS	715
43157	THURSTON	709	43236	COLUMBUS	715
43158	UNION FURNACE	709	43240	COLUMBUS	709
43160	WASHINGTON COURT HOUSE	709	43251	COLUMBUS	715
43162	WEST JEFFERSON	709	43260	COLUMBUS	715
43164	WILLIAMSPORT	709	43266	COLUMBUS	715
43194	LOCKBOURNE	709	43268	COLUMBUS	715
43195	GROVEPORT	716	43270	COLUMBUS	715
43199	GROVEPORT	716	43271	COLUMBUS	715
43201	COLUMBUS	715	43272	COLUMBUS	715

Table #2(T) ZIP Codes 43113 – 43272

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ZIP CODES 43279 – 43456

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
43279	COLUMBUS	715	43350	SPARTA	709
43287	COLUMBUS	715	43351	UPPER SANDUSKY	709
43291	COLUMBUS	715	43356	WALDO	709
43301	MARION	709	43357	WEST LIBERTY	709
43302	MARION	709	43358	WEST MANSFIELD	709
43306	MARION	709	43359	WHARTON	709
43310	BELLE CENTER	709	43360	ZANESFIELD	709
43311	BELLEFONTAINE	709	43402	BOWLING GREEN	709
43314	CALEDONIA	709	43403	BOWLING GREEN	709
43315	CARDINGTON	709	43406	BRADNER	709
43316	CAREY	709	43407	BURGOON	709
43317	CHESTERVILLE	709	43408	CLAY CENTER	709
43318	DE GRAFF	709	43410	CLYDE	709
43319	EAST LIBERTY	709	43412	CURTICE	709
43320	EDISON	709	43413	CYGNET	709
43321	FULTON	709	43414	DUNBRIDGE	709
43322	GREEN CAMP	709	43416	ELMORE	709
43323	HARPSTER	709	43420	FREMONT	709
43324	HUNTSVILLE	709	43430	GENOA	709
43325	IBERIA	709	43431	GIBSONBURG	709
43326	KENTON	709	43432	GRAYTOWN	709
43330	KIRBY	709	43433	GYPSUM	709
43331	LAKEVIEW	709	43434	HARBOR VIEW	709
43332	LA RUE	709	43435	HELENA	709
43333	LEWISTOWN	709	43436	ISLE SAINT GEORGE	709
43334	MARENGO	709	43437	JERRY CITY	709
43335	MARTEL	709	43438	KELLEYS ISLAND	709
43336	MIDDLEBURG	709	43439	LACARNE	709
43337	MORRAL	709	43440	LAKESIDE MARBLEHEAD	709
43338	MOUNT GILEAD	709	43441	LEMOYNE	709
43340	MOUNT VICTORY	709	43442	LINDSEY	709
43341	NEW BLOOMINGTON	709	43443	LUCKEY	709
43342	PROSPECT	709	43445	MARTIN	709
43343	QUINCY	709	43446	MIDDLE BASS	709
43344	RICHWOOD	709	43447	MILLBURY	709
43345	RIDGEWAY	709	43449	OAK HARBOR	709
43346	ROUNDHEAD	709	43450	PEMBERVILLE	709
43347	RUSHSVLVANIA	709	43451	PORTAGE	709
43348	RUSSELLS POINT	709	43452	PORT CLINTON	709
43349	SHAUCK	709	43456	PUT IN BAY	709

Table #3(T) ZIP Codes 43279 – 43456

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ZIP CODES 43457 – 43615

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
43457	RISINGSUN	709	43536	MARK CENTER	709
43458	ROCKY RIDGE	709	43537	MAUMEE	709
43460	ROSSFORD	709	43540	METAMORA	709
43462	RUDOLPH	709	43541	MILTON CENTER	709
43463	STONY RIDGE	709	43542	MONCLOVA	709
43464	VICKERY	709	43543	MONTPELIER	709
43465	WALBRIDGE	709	43545	NAPOLEON	709
43466	WAYNE	709	43547	NEAPOLIS	709
43467	WEST MILLGROVE	709	43548	NEW BAVARIA	709
43468	WILLISTON	709	43549	NEY	709
43469	WOODVILLE	709	43550	OKOLONA	709
43501	ALVORDTON	709	43551	PERRYSBURG	709
43502	ARCHBOLD	709	43552	PERRYSBURG	709
43504	BERKEY	709	43553	PETTISVILLE	709
43505	BLAKESLEE	709	43554	PIONEER	709
43506	BRYAN	709	43555	RIDGEVILLE CORNERS	709
43510	COLTON	709	43556	SHERWOOD	709
43511	CUSTAR	709	43557	STRYKER	709
43512	DEFIANCE	709	43558	SWANTON	709
43515	DELTA	709	43560	SYLVANIA	709
43516	DESHLER	709	43565	TONTOGANY	709
43517	EDGERTON	709	43566	WATERVILLE	709
43518	EDON	709	43567	WAUSEON	709
43519	EVANSPOET	709	43569	WESTON	709
43520	FARMER	709	43570	WEST UNITY	709
43521	FAYETTE	709	43571	WHITEHOUSE	709
43522	GRAND RAPIDS	709	43601	TOLEDO	706
43523	GRELTON	709	43603	TOLEDO	706
43524	HAMLER	709	43604	TOLEDO	706
43525	HASKINS	709	43605	TOLEDO	706
43526	HICKSVILLE	709	43606	TOLEDO	706
43527	HOLGATE	709	43607	TOLEDO	706
43528	HOLLAND	709	43608	TOLEDO	706
43529	HOYTVILLE	709	43609	TOLEDO	706
43530	JEWELL	709	43610	TOLEDO	706
43531	KUNKLE	709	43611	TOLEDO	706
43532	LIBERTY CENTER	709	43612	TOLEDO	706
43533	LYONS	709	43613	TOLEDO	706
43534	MC CLURE	709	43614	TOLEDO	706
43535	MALINTA	709	43615	TOLEDO	706

Table #4(T) ZIP Codes 43457 – 43615

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OHIO (34)

ZIP CODES 43616 – 43803

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
43616	OREGON	709	43735	EAST FULTONHAM	709
43617	TOLEDO	709	43736	FAIRVIEW	709
43619	NORTHWOOD	709	43738	FULTONHAM	709
43620	TOLEDO	706	43739	GLENFORD	709
43623	TOLEDO	706	43740	GRATIOT	709
43635	TOLEDO	706	43746	HOPEWELL	709
43652	TOLEDO	706	43747	JERUSALEM	709
43654	TOLEDO	709	43748	JUNCTION CITY	709
43656	TOLEDO	706	43749	KIMBOLTON	709
43657	TOLEDO	706	43750	KIPLING	709
43659	TOLEDO	706	43752	LAINGS	709
43660	TOLEDO	706	43754	LEWISVILLE	709
43661	TOLEDO	706	43755	LORE CITY	709
43666	TOLEDO	706	43756	MCCONNELLSVILLE	709
43667	TOLEDO	706	43757	MALAGA	709
43681	TOLEDO	706	43758	MALTA	709
43682	TOLEDO	706	43759	MORRISTOWN	709
43697	TOLEDO	706	43760	MOUNT PERRY	709
43699	TOLEDO	706	43761	MOXAHALA	709
43701	ZANESVILLE	709	43762	NEW CONCORD	709
43702	ZANESVILLE	709	43764	NEW LEXINGTON	709
43711	AVA	709	43766	NEW STRAITSVILLE	709
43713	BARNESVILLE	709	43767	NORWICH	709
43716	BEALLSVILLE	709	43768	OLD WASHINGTON	709
43717	BELLE VALLEY	709	43771	PHILO	709
43718	BELMONT	709	43772	PLEASANT CITY	709
43719	BETHESDA	709	43773	QUAKER CITY	709
43720	BLUE ROCK	709	43777	ROSEVILLE	709
43721	BROWNSVILLE	709	43778	SALESVILLE	709
43722	BUFFALO	709	43779	SARAHSVILLE	709
43723	BYESVILLE	709	43780	SENECAVILLE	709
43724	CALDWELL	709	43782	SHAWNEE	709
43725	CAMBRIDGE	709	43783	SOMERSET	709
43727	CHANDLERSVILLE	709	43786	STAFFORD	709
43728	CHESTERHILL	709	43787	STOCKPORT	709
43730	CORNING	709	43788	SUMMERFIELD	709
43731	CROOKSVILLE	709	43791	WHITE COTTAGE	709
43732	CUMBERLAND	709	43793	WOODSFIELD	709
43733	DERWENT	709	43802	ADAMSVILLE	709
43734	DUNCAN FALLS	709	43803	BAKERSVILLE	709

Table #5(T) ZIP Codes 43616 – 43803

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ZIP CODES 43804 – 44003

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
43804	BALTIC	709	43933	JACOBSBURG	709
43805	BLISSFIELD	709	43934	LANSING	709
43811	CONESVILLE	709	43935	MARTINS FERRY	709
43812	COSHOCTON	709	43937	MAYNARD	709
43821	DRESDEN	709	43938	MINGO JUNCTION	709
43822	FRAZEYSBURG	709	43939	MOUNT PLEASANT	709
43824	FRESNO	709	43940	NEFFS	709
43828	KEENE	709	43941	PINEY FORK	709
43830	NASHPORT	709	43942	POWHATAN POINT	709
43832	NEWCOMERSTOWN	709	43943	RAYLAND	709
43836	PLAINFIELD	709	43944	RICHMOND	709
43837	PORT WASHINGTON	709	43945	SALINEVILLE	709
43840	STONE CREEK	709	43946	SARDIS	709
43842	TRINWAY	709	43947	SHADYSIDE	709
43843	WALHONDING	709	43948	SMITHFIELD	709
43844	WARSAW	709	43950	SAINT CLAIRSVILLE	709
43845	WEST LAFAYETTE	709	43951	LAFFERTY	709
43901	ADENA	709	43952	STEUBENVILLE	709
43902	ALLEDONIA	709	43953	STEUBENVILLE	709
43903	AMSTERDAM	709	43961	STRATTON	709
43905	BARTON	709	43962	SUMMITVILLE	709
43906	BELLAIRE	709	43963	TILTONSVILLE	709
43907	CADIZ	709	43964	TORONTO	709
43908	BERGHOLZ	709	43967	WARNOCK	709
43909	BLAINE	709	43968	WELLSVILLE	709
43910	BLOOMINGDALE	709	43970	WOLF RUN	709
43912	BRIDGEPORT	709	43971	YORKVILLE	709
43913	BRILLIANT	709	43972	BANNOCK	709
43914	CAMERON	709	43973	FREEPORT	709
43915	CLARINGTON	709	43974	HARRISVILLE	709
43916	COLERAIN	709	43976	HOPEDALE	709
43917	DILLONVALE	709	43977	FLUSHING	709
43920	EAST LIVERPOOL	709	43981	NEW ATHENS	709
43925	EAST SPRINGFIELD	709	43983	PIEDMONT	709
43926	EMPIRE	709	43984	NEW RUMLEY	709
43927	FAIRPOINT	709	43985	HOLLOWAY	709
43928	GLENCOE	709	43986	JEWETT	709
43930	HAMMONDSVILLE	709	43988	SCIO	709
43931	HANNIBAL	709	44001	AMHERST	709
43932	IRONDALE	709	44003	ANDOVER	709

Table #8(T) ZIP Codes 43804 – 44003

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ZIP CODES 44004 – 44117

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
44004	ASHTABULA	709	44070	NORTH OLMSTED	708
44005	ASHTABULA	709	44072	NOVELTY	709
44010	AUSTINBURG	709	44073	NOVELTY	709
44011	AVON	709	44074	OBERLIN	709
44012	AVON LAKE	709	44076	ORWELL	709
44017	BEREA	708	44077	PAINESVILLE	709
44021	BURTON	709	44080	PARKMAN	709
44022	CHAGRIN FALLS	708	44081	PERRY	709
44023	CHAGRIN FALLS	709	44082	PIERPONT	709
44024	CHARDON	709	44084	ROCK CREEK	709
44026	CHESTERLAND	709	44085	ROME	709
44028	COLUMBIA STATION	709	44086	THOMPSON	709
44030	CONNEAUT	709	44087	TWINSBURG	709
44032	DORSET	709	44088	UNIONVILLE	709
44033	EAST CLARIDON	709	44089	VERMILION	709
44035	ELYRIA	709	44090	WELLINGTON	709
44036	ELYRIA	709	44092	WICKLIFFE	709
44039	NORTH RIDGEVILLE	709	44093	WILLIAMSFIELD	709
44040	GATES MILLS	708	44094	WILLOUGHBY	709
44041	GENEVA	709	44095	EASTLAKE	709
44044	GRAFTON	709	44096	WILLOUGHBY	709
44045	GRAND RIVER	709	44097	EASTLAKE	709
44046	HUNTSBURG	709	44099	WINDSOR	709
44047	JEFFERSON	709	44101	CLEVELAND	713
44048	KINGSVILLE	709	44102	CLEVELAND	713
44049	KIPTON	709	44103	CLEVELAND	713
44050	LAGRANGE	709	44104	CLEVELAND	713
44052	LORAIN	709	44105	CLEVELAND	713
44053	LORAIN	709	44106	CLEVELAND	713
44054	SHEFFIELD LAKE	709	44107	LAKEWOOD	714
44055	LORAIN	709	44108	CLEVELAND	713
44056	MACEDONIA	709	44109	CLEVELAND	713
44057	MADISON	709	44110	CLEVELAND	713
44060	MENTOR	709	44111	CLEVELAND	713
44061	MENTOR	709	44112	CLEVELAND	714
44062	MIDDLEFIELD	709	44113	CLEVELAND	713
44064	MONTVILLE	709	44114	CLEVELAND	713
44065	NEWBURY	709	44115	CLEVELAND	713
44067	NORTHFIELD	709	44116	ROCKY RIVER	714
44068	NORTH KINGSVILLE	709	44117	EUCLID	714

Table #7(T) ZIP Codes 44004 – 44117

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ZIP CODES 44118 – 44266

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
44118	CLEVELAND	714	44198	CLEVELAND	713
44119	CLEVELAND	713	44199	CLEVELAND	713
44120	CLEVELAND	713	44201	ATWATER	709
44121	CLEVELAND	714	44202	AURORA	709
44122	BEACHWOOD	708	44203	BARBERTON	709
44123	EUCLID	714	44210	BATH	709
44124	CLEVELAND	708	44211	BRADY LAKE	709
44125	CLEVELAND	714	44212	BRUNSWICK	709
44126	CLEVELAND	708	44214	BURBANK	709
44127	CLEVELAND	713	44215	CHIPPEWA LAKE	709
44128	CLEVELAND	708	44216	CLINTON	709
44129	CLEVELAND	714	44217	CRESTON	709
44130	CLEVELAND	714	44221	CUYAHOGA FALLS	709
44131	INDEPENDENCE	708	44222	CUYAHOGA FALLS	709
44132	EUCLID	714	44223	CUYAHOGA FALLS	709
44133	NORTH ROYALTON	708	44224	STOW	709
44134	CLEVELAND	714	44230	DOYLESTOWN	709
44135	CLEVELAND	713	44231	GARRETTSVILLE	709
44136	STRONGSVILLE	708	44232	GREEN	710
44137	MAPLE HEIGHTS	708	44233	HINCKLEY	709
44138	OLMSTED FALLS	708	44234	HIRAM	709
44139	SOLON	708	44235	HOMERVILLE	709
44140	BAY VILLAGE	708	44236	HUDSON	709
44141	BRECKSVILLE	708	44237	HUDSON	709
44142	BROOKPARK	714	44240	KENT	709
44143	CLEVELAND	714	44241	STREETSBORO	709
44144	CLEVELAND	714	44242	KENT	709
44145	WESTLAKE	708	44243	KENT	709
44146	BEDFORD	708	44250	LAKEMORE	709
44147	BROADVIEW HEIGHTS	708	44251	WESTFIELD CENTER	709
44149	STRONGSVILLE	708	44253	LITCHFIELD	709
44181	CLEVELAND	713	44254	LODI	709
44188	CLEVELAND	713	44255	MANTUA	709
44190	CLEVELAND	713	44256	MEDINA	709
44191	CLEVELAND	713	44258	MEDINA	709
44192	CLEVELAND	713	44260	MOGADORE	709
44193	CLEVELAND	713	44262	MUNROE FALLS	709
44194	CLEVELAND	713	44264	PENINSULA	709
44195	CLEVELAND	713	44265	RANDOLPH	709
44197	CLEVELAND	713	44266	RAVENNA	709

Table #8(T) ZIP Codes 44118 – 44266

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ZIP CODES 44270 – 44449

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
44270	RITTMAN	709	44396	AKRON	704
44272	ROOTSTOWN	709	44398	AKRON	704
44273	SEVILLE	709	44401	BERLIN CENTER	709
44274	SHARON CENTER	709	44402	BRISTOLVILLE	709
44275	SPENCER	709	44403	BROOKFIELD	709
44276	STERLING	709	44404	BURGHILL	709
44278	TALLMADGE	709	44405	CAMPBELL	702
44280	VALLEY CITY	709	44406	CANFIELD	709
44281	WADSWORTH	709	44408	COLUMBIANA	709
44282	WADSWORTH	709	44410	CORTLAND	709
44285	WAYLAND	709	44411	DEERFIELD	709
44286	RICHFIELD	709	44412	DIAMOND	709
44287	WEST SALEM	709	44413	EAST PALESTINE	709
44288	WINDHAM	709	44415	ELKTON	709
44301	AKRON	704	44416	ELLSWORTH	709
44302	AKRON	704	44417	FARMDALE	709
44303	AKRON	704	44418	FOWLER	709
44304	AKRON	704	44420	GIRARD	709
44305	AKRON	704	44422	GREENFORD	709
44306	AKRON	704	44423	HANOVERTON	709
44307	AKRON	704	44424	HARTFORD	709
44308	AKRON	704	44425	HUBBARD	709
44309	AKRON	704	44427	KENSINGTON	709
44310	AKRON	704	44428	KINSMAN	709
44311	AKRON	704	44429	LAKE MILTON	709
44312	AKRON	709	44430	LEAVITTSBURG	709
44313	AKRON	704	44431	LEETONIA	709
44314	AKRON	704	44432	LISBON	709
44315	AKRON	709	44436	LOWELLVILLE	702
44316	AKRON	704	44437	MC DONALD	709
44317	AKRON	704	44438	MASURY	709
44319	AKRON	709	44439	MESOPOTAMIA	709
44320	AKRON	704	44440	MINERAL RIDGE	709
44321	AKRON	709	44441	NEGLEY	709
44325	AKRON	704	44442	NEW MIDDLETOWN	709
44326	AKRON	704	44443	NEW SPRINGFIELD	709
44328	AKRON	704	44444	NEWTON FALLS	709
44333	AKRON	709	44445	NEW WATERFORD	709
44334	FAIRLAWN	709	44446	NILES	709
44372	AKRON	704	44449	NORTH BENTON	709

Table #9(T) ZIP Codes 44270 – 44449

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ZIP CODES 44450 – 44654

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
44450	NORTH BLOOMFIELD	709	44609	BELOIT	709
44451	NORTH JACKSON	709	44610	BERLIN	709
44452	NORTH LIMA	709	44611	BIG PRAIRIE	709
44453	ORANGEVILLE	709	44612	BOLIVAR	709
44454	PETERSBURG	709	44613	BREWSTER	710
44455	ROGERS	709	44614	CANAL FULTON	710
44460	SALEM	709	44615	CARROLLTON	709
44470	SOUTHINGTON	709	44617	CHARM	709
44471	STRUTHERS	702	44618	DALTON	709
44473	VIENNA	709	44619	DAMASCUS	709
44481	WARREN	709	44620	DELLROY	709
44482	WARREN	709	44621	DENNISON	709
44483	WARREN	709	44622	DOVER	709
44484	WARREN	709	44624	DUNDEE	709
44485	WARREN	709	44625	EAST ROCHESTER	709
44486	WARREN	709	44626	EAST SPARTA	710
44488	WARREN	709	44627	FREDERICKSBURG	709
44490	WASHINGTONVILLE	709	44628	GLENMONT	709
44491	WEST FARMINGTON	709	44629	GNADENHUTTEN	709
44492	WEST POINT	709	44630	GREENTOWN	710
44493	WINONA	709	44632	HARTVILLE	710
44501	YOUNGSTOWN	702	44633	HOLMESVILLE	709
44502	YOUNGSTOWN	702	44634	HOMEWORTH	709
44503	YOUNGSTOWN	702	44636	KIDRON	709
44504	YOUNGSTOWN	702	44637	KILLBUCK	709
44505	YOUNGSTOWN	702	44638	LAKEVILLE	709
44506	YOUNGSTOWN	702	44639	LEESVILLE	709
44507	YOUNGSTOWN	702	44640	LIMAVILLE	710
44509	YOUNGSTOWN	702	44641	LOUISVILLE	710
44510	YOUNGSTOWN	702	44643	MAGNOLIA	709
44511	YOUNGSTOWN	702	44644	MALVERN	709
44512	YOUNGSTOWN	702	44645	MARSHALLVILLE	709
44513	YOUNGSTOWN	702	44646	MASSILLON	710
44514	YOUNGSTOWN	702	44647	MASSILLON	710
44515	YOUNGSTOWN	702	44648	MASSILLON	710
44555	YOUNGSTOWN	702	44650	MAXIMO	710
44601	ALLIANCE	710	44651	MECHANICSTOWN	709
44606	APPLE CREEK	709	44652	MIDDLEBRANCH	710
44607	AUGUSTA	709	44653	MIDVALE	709
44608	BEACH CITY	710	44654	MILLERSBURG	709

Table #10(T) ZIP Codes 44450 – 44654

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ZIP CODES 44656 – 44841

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
44656	MINERAL CITY	709	44708	CANTON	710
44657	MINERVA	709	44709	CANTON	710
44659	MOUNT EATON	709	44710	CANTON	710
44660	MOUNT HOPE	709	44711	CANTON	710
44661	NASHVILLE	709	44714	CANTON	710
44662	NAVARRE	710	44718	CANTON	710
44663	NEW PHILADELPHIA	709	44720	NORTH CANTON	710
44665	NORTH GEORGETOWN	709	44721	CANTON	710
44666	NORTH LAWRENCE	710	44730	EAST CANTON	710
44667	ORRVILLE	709	44735	CANTON	710
44669	PARIS	710	44750	CANTON	710
44670	ROBERTSVILLE	710	44767	CANTON	710
44671	SANDYVILLE	709	44799	CANTON	710
44672	SEBRING	709	44802	ALVADA	709
44675	SHERRODSVILLE	709	44804	ARCADIA	709
44676	SHREVE	709	44805	ASHLAND	709
44677	SMITHVILLE	709	44807	ATTICA	709
44678	SOMERDALE	709	44809	BASCOM	709
44679	STILLWATER	709	44811	BELLEVUE	709
44680	STRASBURG	709	44813	BELLVILLE	709
44681	SUGARCREEK	709	44814	BERLIN HEIGHTS	709
44682	TUSCARAWAS	709	44815	BETTSVILLE	709
44683	UHRICHSVILLE	709	44816	BIRMINGHAM	709
44685	UNIONTOWN	709	44817	BLOOMDALE	709
44687	WALNUT CREEK	709	44818	BLOOMVILLE	709
44688	WAYNESBURG	710	44820	BUCYRUS	709
44689	WILMOT	710	44822	BUTLER	709
44690	WINESBURG	709	44824	CASTALIA	709
44691	WOOSTER	709	44825	CHATFIELD	709
44693	DEERSVILLE	709	44826	COLLINS	709
44695	BOWERSTON	709	44827	CRESTLINE	709
44697	ZOAR	709	44828	FLAT ROCK	709
44699	TIPPECANOE	709	44830	FOSTORIA	709
44701	CANTON	710	44833	GALION	709
44702	CANTON	710	44836	GREEN SPRINGS	709
44703	CANTON	710	44837	GREENWICH	709
44704	CANTON	710	44838	HAYESVILLE	709
44705	CANTON	710	44839	HURON	709
44706	CANTON	710	44840	JEROMESVILLE	709
44707	CANTON	710	44841	KANSAS	709

Table #11(T) ZIP Codes 44656 – 44841

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ZIP CODES 44842 – 45066

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
44842	LOUDONVILLE	709	44905	MANSFIELD	709
44843	LUCAS	709	44906	MANSFIELD	709
44844	MC CUTCHENVILLE	709	44907	MANSFIELD	709
44845	MELMORE	709	45001	ADDYSTON	712
44846	MILAN	709	45002	CLEVES	712
44847	MONROEVILLE	709	45003	COLLEGE CORNER	709
44848	NANKIN	709	45004	COLLINSVILLE	709
44849	NEVADA	709	45005	FRANKLIN	709
44850	NEW HAVEN	709	45011	HAMILTON	709
44851	NEW LONDON	709	45012	HAMILTON	709
44853	NEW RIEGEL	709	45013	HAMILTON	709
44854	NEW WASHINGTON	709	45014	FAIRFIELD	709
44855	NORTH FAIRFIELD	709	45015	HAMILTON	709
44856	NORTH ROBINSON	709	45018	FAIRFIELD	709
44857	NORWALK	709	45025	HAMILTON	709
44859	NOVA	709	45026	HAMILTON	709
44860	OCEOLA	709	45030	HARRISON	709
44861	OLD FORT	709	45032	HARVEYSBURG	709
44862	ONTARIO	709	45033	HOOVEN	712
44864	PERRYSVILLE	709	45034	KINGS MILLS	709
44865	PLYMOUTH	709	45036	LEBANON	709
44866	POLK	709	45039	MAINEVILLE	709
44867	REPUBLIC	709	45040	MASON	709
44870	SANDUSKY	709	45041	MIAMITOWN	712
44871	SANDUSKY	709	45042	MIDDLETOWN	709
44874	SAVANNAH	709	45043	MIDDLETOWN	709
44875	SHELBY	709	45044	MIDDLETOWN	709
44878	SHILOH	709	45050	MONROE	709
44880	SULLIVAN	709	45051	MOUNT SAINT JOSEPH	712
44881	SULPHUR SPRINGS	709	45052	NORTH BEND	712
44882	SYCAMORE	709	45053	OKEANA	709
44883	TIFFIN	709	45054	OREGONIA	709
44887	TIRO	709	45055	OVERPECK	709
44888	WILLARD	709	45056	OXFORD	709
44889	WAKEMAN	709	45061	ROSS	709
44890	WILLARD	709	45062	SEVEN MILE	709
44901	MANSFIELD	709	45063	SHANDON	709
44902	MANSFIELD	709	45064	SOMERVILLE	709
44903	MANSFIELD	709	45065	SOUTH LEBANON	709
44904	MANSFIELD	709	45066	SPRINGBORO	709

Table #12(T) ZIP Codes 44842 – 45066

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ZIP CODES 45067 – 45224

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
45067	TRENTON	709	45155	MOWRYSTOWN	709
45068	WAYNESVILLE	709	45156	NEVILLE	709
45069	WEST CHESTER	709	45157	NEW RICHMOND	709
45070	WEST ELKTON	709	45158	NEWTONSVILLE	709
45071	WEST CHESTER	709	45159	NEW VIENNA	709
45101	ABERDEEN	709	45160	OWENSVILLE	709
45102	AMELIA	709	45162	PLEASANT PLAIN	709
45103	BATAVIA	709	45164	PORT WILLIAM	709
45105	BENTONVILLE	709	45166	REESVILLE	709
45106	BETHEL	709	45167	RIPLEY	709
45107	BLANCHESTER	709	45168	RUSSELLVILLE	709
45110	BUFORD	709	45169	SABINA	709
45111	CAMP DENNISON	712	45171	SARDINIA	709
45112	CHILO	709	45172	SINKING SPRING	709
45113	CLARKSVILLE	709	45174	TERRACE PARK	712
45114	CUBA	709	45176	WILLIAMSBURG	709
45115	DECATUR	709	45177	WILMINGTON	709
45118	FAYETTEVILLE	709	45201	CINCINNATI	711
45119	FEESBURG	709	45202	CINCINNATI	711
45120	FELICITY	709	45203	CINCINNATI	711
45121	GEORGETOWN	709	45204	CINCINNATI	711
45122	GOSHEN	709	45205	CINCINNATI	711
45123	GREENFIELD	709	45206	CINCINNATI	711
45130	HAMERSVILLE	709	45207	CINCINNATI	711
45131	HIGGINSPOET	709	45208	CINCINNATI	711
45132	HIGHLAND	709	45209	CINCINNATI	711
45133	HILLSBORO	709	45211	CINCINNATI	711
45135	LEESBURG	709	45212	CINCINNATI	712
45138	LEES CREEK	709	45213	CINCINNATI	711
45140	LOVELAND	709	45214	CINCINNATI	711
45142	LYNCHBURG	709	45215	CINCINNATI	712
45144	MANCHESTER	709	45216	CINCINNATI	711
45145	MARATHON	709	45217	CINCINNATI	712
45146	MARTINSVILLE	709	45218	CINCINNATI	712
45147	MIAMIVILLE	709	45219	CINCINNATI	711
45148	MIDLAND	709	45220	CINCINNATI	711
45150	MILFORD	709	45221	CINCINNATI	711
45152	MORROW	709	45222	CINCINNATI	712
45153	MOSCOW	709	45223	CINCINNATI	711
45154	MOUNT ORAB	709	45224	CINCINNATI	711

Table #13(T) ZIP Codes 45067 – 45224

**COMMERCIAL LINES MANUAL
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ZIP CODES 45225 – 45338

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
45225	CINCINNATI	711	45274	CINCINNATI	711
45226	CINCINNATI	711	45280	CINCINNATI	711
45227	CINCINNATI	711	45296	CINCINNATI	711
45229	CINCINNATI	711	45299	CINCINNATI	711
45230	CINCINNATI	711	45301	ALPHA	709
45231	CINCINNATI	712	45302	ANNA	709
45232	CINCINNATI	711	45303	ANSONIA	709
45233	CINCINNATI	712	45304	ARCANUM	709
45234	CINCINNATI	711	45305	BELLBROOK	709
45235	CINCINNATI	712	45306	BOTKINS	709
45236	CINCINNATI	712	45307	BOWERSVILLE	709
45237	CINCINNATI	711	45308	BRADFORD	709
45238	CINCINNATI	711	45309	BROOKVILLE	709
45239	CINCINNATI	711	45310	BURKETTSVILLE	709
45240	CINCINNATI	709	45311	CAMDEN	709
45241	CINCINNATI	712	45312	CASSTOWN	709
45242	CINCINNATI	712	45314	CEDARVILLE	709
45243	CINCINNATI	712	45315	CLAYTON	709
45244	CINCINNATI	712	45316	CLIFTON	709
45245	CINCINNATI	709	45317	CONOVER	709
45246	CINCINNATI	709	45318	COVINGTON	709
45247	CINCINNATI	712	45319	DONNELSVILLE	709
45248	CINCINNATI	712	45320	EATON	709
45249	CINCINNATI	712	45321	ELDORADO	709
45250	CINCINNATI	711	45322	ENGLEWOOD	709
45251	CINCINNATI	712	45323	ENON	709
45252	CINCINNATI	712	45324	FAIRBORN	709
45253	CINCINNATI	712	45325	FARMERSVILLE	709
45254	CINCINNATI	712	45326	FLETCHER	709
45255	CINCINNATI	712	45327	GERMANTOWN	709
45258	CINCINNATI	712	45328	GETTYSBURG	709
45262	CINCINNATI	712	45330	GRATIS	709
45263	CINCINNATI	711	45331	GREENVILLE	709
45264	CINCINNATI	711	45332	HOLLANSBURG	709
45267	CINCINNATI	711	45333	HOUSTON	709
45268	CINCINNATI	711	45334	JACKSON CENTER	709
45269	CINCINNATI	711	45335	JAMESTOWN	709
45270	CINCINNATI	711	45336	KETTLERSVILLE	709
45271	CINCINNATI	711	45337	LAURA	709
45273	CINCINNATI	711	45338	LEWISBURG	709

Table #14(T) ZIP Codes 45225 – 45338

**COMMERCIAL LINES MANUAL
DIVISION TEN
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OHIO (34)

ZIP CODES 45339 – 45458

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
45339	LUDLOW FALLS	709	45387	YELLOW SPRINGS	709
45340	MAPLEWOOD	709	45388	YORKSHIRE	709
45341	MEDWAY	709	45389	CHRISTIANSBURG	709
45342	MIAMISBURG	709	45390	UNION CITY	709
45343	MIAMISBURG	709	45401	DAYTON	717
45344	NEW CARLISLE	709	45402	DAYTON	717
45345	NEW LEBANON	709	45403	DAYTON	717
45346	NEW MADISON	709	45404	DAYTON	717
45347	NEW PARIS	709	45405	DAYTON	717
45348	NEW WESTON	709	45406	DAYTON	717
45349	NORTH HAMPTON	709	45409	DAYTON	709
45350	NORTH STAR	709	45410	DAYTON	717
45351	OSGOOD	709	45412	DAYTON	717
45352	PALESTINE	709	45413	DAYTON	709
45353	PEMBERTON	709	45414	DAYTON	709
45354	PHILLIPSBURG	709	45415	DAYTON	709
45356	PIQUA	709	45416	DAYTON	718
45358	PITSBURG	709	45417	DAYTON	718
45359	PLEASANT HILL	709	45419	DAYTON	709
45360	PORT JEFFERSON	709	45420	DAYTON	717
45361	POTSDAM	709	45422	DAYTON	717
45362	ROSSBURG	709	45423	DAYTON	717
45363	RUSSIA	709	45424	DAYTON	709
45365	SIDNEY	709	45426	DAYTON	718
45367	SIDNEY	709	45428	DAYTON	718
45368	SOUTH CHARLESTON	709	45429	DAYTON	709
45369	SOUTH VIENNA	709	45430	DAYTON	709
45370	SPRING VALLEY	709	45431	DAYTON	709
45371	TIPP CITY	709	45432	DAYTON	709
45372	TREMONT CITY	709	45433	DAYTON	709
45373	TROY	709	45434	DAYTON	709
45374	TROY	709	45435	DAYTON	709
45377	VANDALIA	709	45437	DAYTON	709
45378	VERONA	709	45439	DAYTON	709
45380	VERSAILLES	709	45440	DAYTON	709
45381	WEST ALEXANDRIA	709	45441	DAYTON	709
45382	WEST MANCHESTER	709	45448	DAYTON	709
45383	WEST MILTON	709	45449	DAYTON	709
45384	WILBERFORCE	709	45454	DAYTON	709
45385	XENIA	709	45458	DAYTON	709

Table #15(T) ZIP Codes 45339 – 45458

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ZIP CODES 45459 – 45696

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
45459	DAYTON	709	45646	LATHAM	709
45469	DAYTON	709	45647	LONDONDERRY	709
45470	DAYTON	709	45648	LUCASVILLE	709
45475	DAYTON	709	45650	LYNX	709
45479	DAYTON	709	45651	MC ARTHUR	709
45481	DAYTON	709	45652	MC DERMOTT	709
45482	DAYTON	717	45653	MINFORD	709
45490	DAYTON	709	45654	NEW PLYMOUTH	709
45501	SPRINGFIELD	709	45656	OAK HILL	709
45502	SPRINGFIELD	709	45657	OTWAY	709
45503	SPRINGFIELD	709	45658	PATRIOT	709
45504	SPRINGFIELD	709	45659	PEDRO	709
45505	SPRINGFIELD	709	45660	PEEBLES	709
45506	SPRINGFIELD	709	45661	PIKETON	709
45601	CHILLICOTHE	709	45662	PORTSMOUTH	709
45612	BAINBRIDGE	709	45663	WEST PORTSMOUTH	709
45613	BEAVER	709	45669	PROCTORVILLE	709
45614	BIDWELL	709	45671	RARDEN	709
45616	BLUE CREEK	709	45672	RAY	709
45617	BOURNEVILLE	709	45673	RICHMOND DALE	709
45618	CHERRY FORK	709	45674	RIO GRANDE	709
45619	CHESAPEAKE	709	45675	ROCK CAMP	709
45620	CHESHIRE	709	45677	SCIOTO FURNACE	709
45621	COALTON	709	45678	SCOTTOWN	709
45622	CREOLA	709	45679	SEAMAN	709
45623	CROWN CITY	709	45680	SOUTH POINT	709
45624	CYNTHIANA	709	45681	SOUTH SALEM	709
45628	FRANKFORT	709	45682	SOUTH WEBSTER	709
45629	FRANKLIN FURNACE	709	45683	STOCKDALE	709
45630	FRIENDSHIP	709	45684	STOUT	709
45631	GALLIPOLIS	709	45685	THURMAN	709
45633	HALLSVILLE	709	45686	VINTON	709
45634	HAMDEN	709	45687	WAKEFIELD	709
45636	HAVERHILL	709	45688	WATERLOO	709
45638	IRONTON	709	45690	WAVERLY	709
45640	JACKSON	709	45692	WELLSTON	709
45642	JASPER	709	45693	WEST UNION	709
45643	KERR	709	45694	WHEELERSBURG	709
45644	KINGSTON	709	45695	WILKESVILLE	709
45645	KITTS HILL	709	45696	WILLOW WOOD	709

Table #16(T) ZIP Codes 45459 – 45696

**COMMERCIAL LINES MANUAL
DIVISION TEN
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TERRITORY PAGES**

OHIO (34)

ZIP CODES 45697 – 45832

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
45697	WINCHESTER	709	45772	REEDSVILLE	709
45698	ZALESKI	709	45773	RENO	709
45699	LUCASVILLE	709	45775	RUTLAND	709
45701	ATHENS	709	45776	SHADE	709
45710	ALBANY	709	45777	SHARPSBURG	709
45711	AMESVILLE	709	45778	STEWART	709
45712	BARLOW	709	45779	SYRACUSE	709
45713	BARTLETT	709	45780	THE PLAINS	709
45714	BELPRE	709	45782	TRIMBLE	709
45715	BEVERLY	709	45783	TUPPERS PLAINS	709
45716	BUCHTEL	709	45784	VINCENT	709
45717	CARBONDALE	709	45786	WATERFORD	709
45719	CHAUNCEY	709	45787	WATERTOWN	709
45720	CHESTER	709	45788	WHIPPLE	709
45721	COAL RUN	709	45789	WINGETT RUN	709
45723	COOLVILLE	709	45801	LIMA	709
45724	CUTLER	709	45802	LIMA	709
45727	DEXTER CITY	709	45804	LIMA	709
45729	FLEMING	709	45805	LIMA	709
45732	GLOUSTER	709	45806	LIMA	709
45734	GRAYSVILLE	709	45807	LIMA	709
45735	GUYSVILLE	709	45808	BEAVERDAM	709
45739	HOCKINGPORT	709	45809	GOMER	709
45740	JACKSONVILLE	709	45810	ADA	709
45741	LANGSVILLE	709	45812	ALGER	709
45742	LITTLE HOCKING	709	45813	ANTWERP	709
45743	LONG BOTTOM	709	45814	ARLINGTON	709
45744	LOWELL	709	45815	BELMORE	709
45745	LOWER SALEM	709	45816	BENTON RIDGE	709
45746	MACKSBURG	709	45817	BLUFFTON	709
45750	MARIETTA	709	45819	BUCKLAND	709
45760	MIDDLEPORT	709	45820	CAIRO	709
45761	MILLFIELD	709	45821	CECIL	709
45764	NELSONVILLE	709	45822	CELINA	709
45766	NEW MARSHFIELD	709	45826	CHICKASAW	709
45767	NEW MATAMORAS	709	45827	CLOVERDALE	709
45768	NEWPORT	709	45828	COLDWATER	709
45769	POMEROY	709	45830	COLUMBUS GROVE	709
45770	PORTLAND	709	45831	CONTINENTAL	709
45771	RACINE	709	45832	CONVOY	709

Table #17(T) ZIP Codes 45697 – 45832

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**COMMERCIAL LINES MANUAL
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ZIP CODES 45833 – 45899

ZIP Codes/Territories In Numerical Order By ZIP Code					
ZIP Code	USPS ZIP Code Name	Territory	ZIP Code	USPS ZIP Code Name	Territory
45833	DELPHOS	709	45879	PAULDING	709
45835	DOLA	709	45880	PAYNE	709
45836	DUNKIRK	709	45881	RAWSON	709
45837	DUPONT	709	45882	ROCKFORD	709
45838	ELGIN	709	45883	SAINT HENRY	709
45839	FINDLAY	709	45884	SAINT JOHNS	709
45840	FINDLAY	709	45885	SAINT MARYS	709
45841	JENERA	709	45886	SCOTT	709
45843	FOREST	709	45887	SPENCERVILLE	709
45844	FORT JENNINGS	709	45888	UNIOPOLIS	709
45845	FORT LORAMIE	709	45889	VAN BUREN	709
45846	FORT RECOVERY	709	45890	VANLUE	709
45848	GLANDORF	709	45891	VAN WERT	709
45849	GROVER HILL	709	45893	VAUGHNSVILLE	709
45850	HARROD	709	45894	VENEDOCIA	709
45851	HAVILAND	709	45895	WAPAKONETA	709
45853	KALIDA	709	45896	WAYNESFIELD	709
45854	LAFAYETTE	709	45897	WILLIAMSTOWN	709
45855	LATTY	709	45898	WILLSHIRE	709
45856	LEIPSIC	709	45899	WREN	709
45858	MC COMB	709			
45859	MC GUFFEY	709			
45860	MARIA STEIN	709			
45861	MELROSE	709			
45862	MENDON	709			
45863	MIDDLE POINT	709			
45864	MILLER CITY	709			
45865	MINSTER	709			
45866	MONTEZUMA	709			
45867	MOUNT BLANCHARD	709			
45868	MOUNT CORY	709			
45869	NEW BREMEN	709			
45870	NEW HAMPSHIRE	709			
45871	NEW KNOXVILLE	709			
45872	NORTH BALTIMORE	709			
45873	OAKWOOD	709			
45874	OHIO CITY	709			
45875	OTTAWA	709			
45876	OTTOVILLE	709			
45877	PANDORA	709			

Table #18(T) ZIP Codes 45833 – 45899

SERFF Tracking #:	CEIN-129228607	State Tracking #:	CEIN-129228607	Company Tracking #:	BP-13-02
State:	Ohio	Filing Company:	The Celina Mutual Insurance Company		
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners				
Product Name:	Businessowners				
Project Name/Number:	/				

Supporting Document Schedules

Satisfied - Item:	Filing Requirements Summary - P&C
Comments:	See Filing Memorandum, Actuarial Memorandum and Filing Exhibits for details.
Attachment(s):	
Item Status:	Filed
Status Date:	02/18/2014
Satisfied - Item:	Actuarial Exhibits
Comments:	
Attachment(s):	OH Businessowners Filing Exhibits.pdf
Item Status:	Filed
Status Date:	02/18/2014
Satisfied - Item:	Exhibits A and B
Comments:	Please see attached Exhibits A and B
Attachment(s):	Exhibit A.pdf Exhibit B Prop.pdf Exhibt B Liab.pdf
Item Status:	Filed
Status Date:	02/18/2014
Satisfied - Item:	INS 4012 (Profit & Loss Statement)
Comments:	Please see attached INS 4012 Ohio and INS 4012 Countrywide
Attachment(s):	INS 4012 Ohio.pdf INS 4012 Countrywide.pdf
Item Status:	Filed
Status Date:	02/18/2014
Satisfied - Item:	Acturial Memorandum
Comments:	
Attachment(s):	OH Businessowners Actuarial Memorandum.pdf
Item Status:	Filed
Status Date:	02/18/2014
Satisfied - Item:	Filing Memorandum
Comments:	Please refer to the attached Filing Memorandum for the details of this filing.

SERFF Tracking #:	CEIN-129228607	State Tracking #:	CEIN-129228607	Company Tracking #:	BP-13-02

State:	Ohio	Filing Company:	The Celina Mutual Insurance Company
TOI/Sub-TOI:	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
Product Name:	Businessowners		
Project Name/Number:	/		

Attachment(s):	OH BOP 2013 Filing Memorandum.pdf
Item Status:	Filed
Status Date:	02/18/2014

The Celina Mutual Insurance Company
Ohio Businessowners Program
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Exhibit 4: Contractors Minimum Premium Change

The Celina Mutual Insurance Company
Ohio Businessowners Program
Overall Impact of Revisions

<u>Occupancy Group</u>	<u>Liability Coverages</u>			<u>Property Coverages</u>			<u>All Coverages</u>	
	<u>2013 Written Premium</u>	<u>Rate</u>		<u>2013 Written Premium</u>	<u>Rate</u>		<u>2013</u>	<u>Rate</u>
	<u>\$</u>	<u>%</u>	<u>Change</u>	<u>\$</u>	<u>%</u>	<u>Change</u>	<u>Written Premium</u>	<u>Change</u>
ISO Classes	196,725	21.7%	-20.8%	901,665	60.0%	12.8%	1,098,390	6.7%
<u>Independent Classes</u>								
Auto Service	81,120	8.9%	-10.0%	199,661	13.3%	13.1%	280,781	6.4%
Preferred Self-Storage	5,439	0.6%	-26.2%	118,406	7.9%	12.8%	123,845	11.0%
Church	30,239	3.3%	-27.2%	133,600	8.9%	27.3%	163,839	17.3%
Contractors	594,592	65.5%	-12.1%	148,869	9.9%	14.0%	743,461	-6.9%
All Classes	908,115	100.0%	-14.4%	1,502,201	100.0%	14.2%	2,410,316	3.4%

Coverage		Average Loss Cost	ELR	LCM	ISO Deviation	Deviated LCM	Average ILF	Average Rate	% Change	
Liability	Occupant- LOI									
	Current	0.089	0.601	1.664	0.81	1.35	1.209	0.145		
	Proposed	0.060	0.589	1.698	0.95	1.61	1.075	0.104	-28.5%	
	Occupant- Sales									
	Current	0.915	0.601	1.664	0.81	1.35	1.209	1.493		
	Proposed	0.911	0.589	1.698	0.95	1.61	1.075	1.577	5.6%	
	Occupant- Payroll									
	Current	6.933	0.601	1.664	0.81	1.35	1.209	11.313		
	Proposed	7.155	0.589	1.698	0.95	1.61	1.075	12.385	9.5%	
	Lessor- LOI									
	Current	0.023	0.601	1.664	0.81	1.35	1.209	0.038		
	Proposed	0.016	0.589	1.698	0.95	1.61	1.075	0.028	-26.2%	
	Overall % Change								-20.8%	
	Coverage		Average Loss Cost	ELR	LCM	ISO Deviation	Deviated LCM	Avg. AOI Relativity	Average Rate	% Change
	Property	Building								
Current		0.166	0.601	1.664	1.30	2.16	1.008	0.362		
Proposed		0.175	0.589	1.698	1.26	2.14	0.991	0.371	2.4%	
BPP										
Current		0.198	0.601	1.664	1.30	2.16	1.043	0.446		
Proposed		0.204	0.589	1.698	1.26	2.14	1.495	0.653	46.3%	
Overall % Change								12.8%		

The Celina Mutual Insurance Company
Ohio Businessowners Program
Summary of Independent Class Revisions

Occupancy Group	Coverage				% Change
Auto Service	Liability	base rate change			-10.0%
	Property	ISO BOP- see Exhibit 1 page 2			12.8%
		Garagekeepers Base Rate Change			13.9%
		Combined Rate Change			13.1%
		Building Rate Number Relativity			
		Current	1.425		
		Proposed	1.425		0.0%
		BPP Rate Number Relativity			
		Current	0.865		
	Proposed	0.865		0.0%	
Combined Rate Number Relativity Change			0.0%		
Combined Rate & Relativity Change				13.1%	
Preferred Self-Storage	Liability	ISO BOP- see Exhibit 1 page 2			-26.2%
	Property	Rate	ISO BOP- see Exhibit 1 page 2		12.8%
		Rate Number Relativity			
		Current	1.28		
	Proposed	1.28		0.0%	
Combined Rate & Relativity Change				12.8%	

Occupancy Group	Coverage		Average Loss Cost	ELR	LCM	ISO Deviation	Deviated LCM	Average ILF	Average Rate	% Change
Church	Liability	Current	12.92	0.601	1.664	0.77	1.28	1.25	20.68	
		Proposed	9.76	0.589	1.698	0.74	1.26	1.22	15.06	-27.2%
	Property	Rate	ISO BOP- see Exhibit 1 page 2							12.8%
		Rate Number Relativity						Building	BPP	
								Current	0.812	0.450
								Proposed	0.920	0.499
	Combined Rate & Relativity Change									27.3%

Occupancy Group	Coverage	Average Loss Cost	ELR	LCM	ISO Deviation	Deviated LCM	Avg. GL Modifier	Average ILF	Average Rate	% Change	
Contractors	Liability	Premises/Operations									
		Current	4.77	0.601	1.664	0.57	0.95	1.014	1.46	6.705	
		Proposed	4.55	0.589	1.698	0.49	0.83	1.014	1.40	5.353	-20.2%
		Product									
		Current	8.13	0.601	1.664	0.57	0.95	1.014	1.26	9.874	
		Proposed	8.38	0.589	1.698	0.49	0.83	1.014	1.28	9.058	-8.3%
		Minimum Premium Change									1.1%
		Overall % Change									-12.1%
	Property	ISO BOP- see Exhibit 1 page 2									12.8%
		Minimum Premium Change									1.1%
		Overall % Change									14.0%

The Celina Mutual Insurance Company
Ohio Businessowners Program
Contractor Impact by Class

<u>Class</u>	<u>Code</u>	<u>Exposure Dist.</u>	<u>1M/2M Full-time Rate</u>		<u>% Change</u>
			<u>Current</u>	<u>Proposed</u>	
Air Conditioning Systems	91111	0.3%	162	138	-14.8%
Appliance & Accessories- Installation & Repair- Commercial	91150	0.5%	176	155	-11.9%
Appliance & Accessories- Installation & Repair- Household	91155	1.0%	488	409	-16.2%
Cable Installation	99650	0.0%	65	53	-18.5%
Carpentry- NOC	91340	30.0%	277	243	-12.3%
Carpentry - interior only	91341	4.8%	211	186	-11.8%
Carpet, Rug, Furniture or Upholstery Cleaning	91405	0.7%	110	84	-23.6%
Ceiling or Wall Installation - Metal	91436	0.1%	220	180	-18.2%
Concrete Construction	91560	2.5%	227	190	-16.3%
Door, Window or Assembled - Millwork Installation- Metal only	91746	0.5%	253	213	-15.8%
Driveway, Parking Area or Sidewalk- Paving or Repairing	92215	0.7%	138	121	-12.3%
Drywall or Wallboard Installation	92338	1.4%	78	69	-11.5%
Electric Work	92478	3.4%	82	68	-17.1%
Excavation	94007	2.8%	658	552	-16.1%
Fence Erection Contractors	94276	0.6%	177	155	-12.4%
Floor Covering Installation - no Ceramic Tile or Stone	94569	2.9%	125	107	-14.4%
Furnitures or Fixtures - Installationin Offices or Stores	98111	0.0%	14	11	-21.4%
Glass Dealers & Glaziers	13590	0.6%	210	171	-18.6%
Handyperson	95625	4.0%	176	155	-11.9%
Heating & Air Conditioning System or Equipment	95647	8.9%	284	220	-22.5%
House Furnishings Installation- NOC	96053	0.0%	150	125	-16.7%
Interior Decorators	96611	0.3%	47	37	-21.3%
Janitorial Services- Residential or Light Office	96816	3.5%	71	60	-15.5%
Landscape Gardening	97047	9.1%	55	43	-21.8%
Lawn Sprinkler Installation	98482	0.6%	264	249	-5.7%
Masonry	97447	2.4%	148	116	-21.6%
Painting - Exterior (Three Stories or less)	98304	3.8%	177	147	-16.9%
Painting - Interior	98305	2.9%	88	71	-19.3%
Paperhanging	98344	0.0%	30	25	-16.7%
Plastering	98449	0.1%	301	236	-21.6%
Plumbing - Residential or Commercial	98483	7.2%	481	471	-2.1%
Pressure Washing	99952	0.0%	252	187	-25.8%
Refrigeration Systems- Installation or Repair- Commercial	98636	0.0%	192	176	-8.3%
Roofing - Residential	98678	0.0%	953	810	-15.0%
Septic Tank Installation	98806	0.6%	171	155	-9.4%
Sheet Metal Work	98884	0.3%	98	83	-15.3%
Siding Installation	98967	2.0%	253	224	-11.5%
Sign Painting or Lettering- Inside Building- no spray painting	99003	0.3%	61	44	-27.9%
Tile, Stone, Marble or Terrazzo Work- Interior	99746	0.6%	121	107	-11.6%
Water Softening Installation	99948	0.2%	627	558	-11.0%
Window Cleaning - Three Stories or less in Height	99975	0.6%	95	73	-23.2%

The Celina Mutual Insurance Company
Ohio Businessowners Program
Overall Experience Indications
(\$000)

Coverage [1]	Calendar/ Acc't Year Ending [2]	Earned Premium [3]	On-Level Factor [4]	On-Level EP [5]	Premium Trend [6]	Trended EP [7]	Incurred Loss & ALAE [8]	LDF [9]	Developed Loss & LAE [10]
Liability	3/31/2009	878	0.840	737	0.0%	737	340	1.041	390
	3/31/2010	902	0.910	821	0.0%	821	293	1.082	349
	3/31/2011	923	0.929	857	0.0%	857	147	1.126	182
	3/31/2012	928	0.952	883	0.0%	883	117	1.261	163
	<u>3/31/2013</u>	<u>895</u>	0.995	<u>890</u>	0.0%	<u>890</u>	<u>135</u>	1.790	<u>265</u>
	All Years	4,526		4,189		4,189	1,031		1,349
Property	3/31/2009	1,126	1.188	1,338	14.8%	1,536	884	1.000	973
	3/31/2010	1,127	1.156	1,303	12.2%	1,463	906	1.000	997
	3/31/2011	1,373	1.118	1,534	9.7%	1,682	1,030	1.000	1,134
	3/31/2012	1,446	1.090	1,576	7.2%	1,689	1,019	1.000	1,122
	<u>3/31/2013</u>	<u>1,506</u>	1.006	<u>1,515</u>	4.7%	<u>1,586</u>	<u>780</u>	1.120	<u>963</u>
	All Years	6,578		7,267		7,957	4,619		5,190
All Coverages	3/31/2009	2,004		2,075		2,274	1,224		1,363
	3/31/2010	2,030		2,124		2,283	1,198		1,346
	3/31/2011	2,296		2,391		2,540	1,177		1,316
	3/31/2012	2,374		2,460		2,573	1,137		1,285
	<u>3/31/2013</u>	<u>2,400</u>		<u>2,405</u>		<u>2,476</u>	<u>915</u>		<u>1,228</u>
	All Years	11,104		11,455		12,146	5,650		6,538

Coverage [1]	Calendar/ Acc't Year Ending [2]	Ultimate Loss & LAE Ratio [11]	Loss Trend [12]	Projected Loss & LAE [13]	Projected Loss & LAE Ratio [14]	Indicated Rate Chg. [15]	ISO Loss Cost Change [16]	Credibility [17]	Credible Ind.%Chg. [18]
Liability	3/31/2009	0.444	37.1%	534	0.725				
	3/31/2010	0.387	30.1%	454	0.553				
	3/31/2011	0.197	23.4%	225	0.262				
	3/31/2012	0.176	17.1%	191	0.216				
	<u>3/31/2013</u>	<u>0.296</u>	11.1%	<u>295</u>	<u>0.331</u>				
	All Years	0.298		1,698	0.405	-31.2%	-23.7%	0.42	-26.9%
Property	3/31/2009	0.864	18.2%	1,150	0.749				
	3/31/2010	0.885	14.9%	1,146	0.784				
	3/31/2011	0.826	11.8%	1,267	0.753				
	3/31/2012	0.776	8.7%	1,220	0.722				
	<u>3/31/2013</u>	<u>0.639</u>	5.7%	<u>1,018</u>	<u>0.642</u>				
	All Years	0.789		5,802	0.729	23.7%	5.8%	0.80	20.1%
All Coverages	3/31/2009	0.680		1,684	0.741				
	3/31/2010	0.663		1,600	0.701				
	3/31/2011	0.573		1,492	0.588				
	3/31/2012	0.541		1,411	0.548				
	<u>3/31/2013</u>	<u>0.512</u>		<u>1,312</u>	<u>0.530</u>				
	All Years	0.589		7,500	0.617	4.8%			3.9%

The Celina Mutual Insurance Company
Ohio Businessowners Program
Overall Experience Indications

Explanatory Notes:

[1]: Coverage group

[2]: Experience period; calendar year for premiums; accident year for losses

[3]: Actual earned premium by experience period

[4]: Factors to bring premiums to current rate level {Exhibit 2 pages 3 & 4}

[5]: Premiums at current rate level {[3] x [4]}

[6]: Trend % to bring premiums to expected level during the effective policy period {Exhibit 2 page 5}

[7]: Expected premiums at effective policy period {(1+[6]) x [5]}

[8]: Actual incurred loss & lae by experience period

[9]: Loss development factors to bring losses to ultimate settlement value {Exhibit 2 pages 6 & 7}

[10]: Loss & lae at ultimate settlement value {[8] x [9] x Ulae factor (Exhibit 2 page 8)}

[11]: Ultimate loss ratio {[10] / [3]}

[12]: Trend % to bring loss & lae to expected level during the effective policy period {Exhibit 2 pages 9 & 10}

[13]: Expected loss & lae at effective policy period {(1+[12]) x [10]}

[14]: Expected loss & lae ratio at effective policy period {[13] / [7]}

[15]: Indicated rate change by coverage {[14] / permissible loss ratio (Exhibit 2 pages 11 - 16)}

[16]: ISO loss cost change used with complement of credibility
BP-2011-RLA1, BP-2012-RLA1, & BP-2013-RLA1

[17]: Credibility formula based on square root of (incurred claim count / 1084)
Claim Count: Liability- 191, Property- 694

[18]: Indicated rate change after credibility {[15] x [17]} + {[16] x (1-[17])}

The Celina Mutual Insurance Company
Ohio Businessowners Program
Rate Change History

Effective Date	Liability	Property
1/1/2008	-14.4%	3.6%
1/1/2009	-4.8%	2.3%
1/1/2010	0.7%	5.8%
8/10/2011	-7.3%	10.0%

The Celina Mutual Insurance Company
Ohio Businessowners Program
On-Level Factors

Coverage	Calendar Year Ending	Avg. Rate Level	Current Rate Level	On-level Factor	Exp./Sch. Cred./Deb. Factor*	On-level Factor	Combined On-Level Factor
Liability	3/31/2009	0.896	0.761	0.849	0.890	0.989	0.840
	3/31/2010	0.827	0.761	0.920	0.890	0.989	0.910
	3/31/2011	0.819	0.761	0.929	0.880	1.000	0.929
	3/31/2012	0.808	0.761	0.941	0.870	1.011	0.952
	3/31/2013	0.765	0.761	0.995	0.880	1.000	0.995
Property	3/31/2009	1.026	1.233	1.202	0.890	0.989	1.188
	3/31/2010	1.055	1.233	1.169	0.890	0.989	1.156
	3/31/2011	1.104	1.233	1.118	0.880	1.000	1.118
	3/31/2012	1.144	1.233	1.078	0.870	1.011	1.090
	3/31/2013	1.226	1.233	1.006	0.880	1.000	1.006

* average experience & schedule credit/debit rating factor

The Celina Mutual Insurance Company
Ohio Businessowners Program
Premium Trend Development

Selected Annual Trend*	Calendar Year Ending	Average Renewal Date	Years to Average Renewal	Trend Factor
Property				
2.3%	3/31/2009	4/1/2014	6.0	1.148
	3/31/2010	4/1/2014	5.0	1.122
	3/31/2011	4/1/2014	4.0	1.097
	3/31/2012	4/1/2014	3.0	1.072
	3/31/2013	4/1/2014	2.0	1.047

* Source: ISO Filing Reference Number BP-2013-RLA1
(building trend of 2.5% & contents trend of 1.9% weighted by written premium)

The Celina Mutual Insurance Company
Ohio Businessowners Program
Countrywide Loss Development Factors
(\$000)

Liability

Incurred Loss & Alae

Evaluation @

Accident Year Ending	12	24	36	48	60	72	84	96	108	120
3/31/2004	238	308	317	377	383	394	387	390	390	390
3/31/2005	244	951	963	730	757	782	788	817	1,045	
3/31/2006	1,307	1,322	1,434	1,634	1,631	1,605	1,606	1,606		
3/31/2007	343	395	562	589	676	628	672			
3/31/2008	321	457	444	402	404	404				
3/31/2009	367	487	634	691	696					
3/31/2010	693	920	981	978						
3/31/2011	352	392	426							
3/31/2012	555	1,041								
3/31/2013	381									

Loss Development Factors

Accident Year Ending	12 to 24	24 to 36	36 to 48	48 to 60	60 to 72	72 to 84	84 to 96	96 to 108	108 to 120
3/31/2004	1.298	1.027	1.190	1.017	1.028	0.984	1.006	1.000	1.000
3/31/2005	3.904	1.013	0.758	1.037	1.033	1.008	1.036	1.280	
3/31/2006	1.012	1.085	1.139	0.999	0.984	1.000	1.000		
3/31/2007	1.150	1.425	1.047	1.149	0.929	1.070			
3/31/2008	1.422	0.972	0.906	1.004	1.000				
3/31/2009	1.328	1.301	1.089	1.008					
3/31/2010	1.327	1.066	0.998						
3/31/2011	1.116	1.087							
3/31/2012	1.876								

Average Link Ratios

All Year Avg.	1.604	1.122	1.022	1.036	0.995	1.015	1.014	1.140	1.000
All Year w/o Hi/Lo	1.360	1.096	1.036	1.016	1.004	1.004	1.006	1.000	1.000
All Year Wtd.Avg.	1.420	1.101	1.012	1.028	0.990	1.013	1.011	1.189	1.000
5 Year Avg.	1.414	1.170	1.036	1.039	0.995	1.015	1.014	1.140	1.000
3 Year Avg.	1.440	1.151	0.998	1.053	0.971	1.026	1.014	1.140	1.000
Selected Link	1.420	1.120	1.040	1.040	1.010	1.010	1.010	1.010	1.000
Ultimate LDF	1.790	1.261	1.126	1.082	1.041	1.030	1.020	1.010	1.000

The Celina Mutual Insurance Company
Ohio Businessowners Program
Unallocated Loss Adjustment Expense
(\$000)

Liability & Property

Calendar Year	Incurred Loss	DCC*	A&O**	A&O / (Incurred Loss & DCC)
2010	2,822	221	494	16.2%
2011	5,226	147	556	10.3%
<u>2012</u>	<u>4,351</u>	<u>119</u>	<u>255</u>	<u>5.7%</u>
Combined	12,399	487	1,305	10.1%

Selected	10.1%

Source: Insurance Expense Exhibit Data - Part III; Lines 5.1 & 5.2

Celina Mutual Insurance Company- Combined

* Defense and Cost Containment Expenses Incurred

** Adjusting and Other Expenses Incurred

The Celina Mutual Insurance Company
Ohio Businessowners Program
Annual Loss Trends

Liability Loss Trend: 5.4%

Source: ISO Filing Reference Number BP-2013-RLA1

Annual Property Loss Trend Factors

<u>Loss Type</u>	<u>Building*</u>	<u>Contents*</u>	<u>Combined**</u>	<u>Loss Distribution by Loss Type***</u>
Fire	0.991	1.021	0.998	33.6%
EC	1.055	1.044	1.053	35.0%
AOP	1.038	1.041	1.039	28.6%
<u>Burglary</u>			<u>0.978</u>	<u>2.8%</u>
Total Property			1.028	100.0%

Property Loss Trend: 2.8%

* Source: ISO Filing Reference Number BP-2013-RLA1
combined final LTA & external trend factors

** weighted by Celina Mutual 2013 building/contents loss distribution

*** Source: ISO Filing Reference Number BP-2013-RLA1
based on partial experience ratios by loss type

The Celina Mutual Insurance Company
Ohio Businessowners Program
Loss Trend Factor Development

Accident	<u>Average Incurred Date</u>		Projection	<u>Trend Factors</u>	
<u>Year Ending</u>	<u>Experience Period</u>	<u>Effective Period</u>	<u>(Years)</u>	<u>Liability</u>	<u>Property</u>
3/31/2009	9/30/2008	10/1/2014	6.0	1.371	1.182
3/31/2010	9/30/2009	10/1/2014	5.0	1.301	1.149
3/31/2011	9/30/2010	10/1/2014	4.0	1.234	1.118
3/31/2012	9/30/2011	10/1/2014	3.0	1.171	1.087
3/31/2013	9/30/2012	10/1/2014	2.0	1.111	1.057

The Celina Mutual Insurance Company
Ohio Businessowners Program
Expense Ratios
(\$000)

All Coverages

Calendar Year	Earned Premium	Commissions & Brokerage	% of Earned Premium	General Expense	% of Earned Premium	Other Acquisition	% of Earned Premium	Taxes, Licenses & Fees*	% of Earned Premium
2010	6,654	998	15.0%	893	13.4%	403	6.1%	92	1.4%
2011	5,793	890	15.4%	725	12.5%	395	6.8%	119	2.1%
<u>2012</u>	<u>6,064</u>	<u>1,012</u>	<u>16.7%</u>	<u>760</u>	<u>12.5%</u>	<u>395</u>	<u>6.5%</u>	<u>122</u>	<u>2.0%</u>
Combined	18,511	2,900	15.7%	2,378	12.8%	1,193	6.4%	333	1.8%

Selected	15.7%	12.8%	6.4%	1.4%

Source: Insurance Expense Exhibit Data - Part III; Lines 5.1 & 5.2

Celina Mutual Insurance Company- Combined

* Selected Ohio's premium tax %.

The Celina Mutual Insurance Company
 Ohio Businessowners Program
 Return on Surplus Provision
 (\$000)

[1] Target Rate of Return on Surplus after tax	12.75%
[2] Target Premium-to-Surplus Ratio	1.50
[3] Target Rate of Return on Premium after tax	8.5%
[4] Tax Rate (as a ratio to net income)	24.7%
[5] Target Rate of Return on Premium before tax	11.3%
[6] Investment Income Offset for Reserves	4.1%
[7] Investment Income Offset for Surplus (Average Rate of Return / [2])	2.5%
[8] Return on Surplus Provision	4.7%

The Celina Mutual Insurance Company
 Ohio Businessowners Program
 Average Federal Income Tax Rate*
 (\$000)

Calendar Year	Net Income	FIT Incurred	Tax Rate
2008	3,260	945	29.0%
2009	1,688	690	40.9%
2010	(297)	218	n/a
2011	(3,816)	(1,145)	n/a
2012	2,596	112	4.3%

Selected	24.7%

Source: Celina Mutual Insurance Company Annual Statement- Combined
 Underwriting and Investment Exhibit Statement of Income

* as a ratio to net income

The Celina Mutual Insurance Company
Ohio Businessowners Program
Investment Income Offset

Accident Year	Schedule P Part 1E	Schedule P Part 3E Cumulative Paid Net Losses and Cost Containment Expenses @ Evaluation Date									
	Total Net Loss & Alae Incurred	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
2003	2,154	1,453	1,963	2,013	2,027	2,134	2,134	2,154	2,154	2,154	2,154
2004	2,547	1,498	1,917	2,130	2,484	2,500	2,536	2,544	2,546	2,546	
2005	3,354	1,978	2,818	2,918	3,192	3,211	3,228	3,231	3,232		
2006	2,598	1,493	2,101	2,285	2,479	2,506	2,542	2,593			
2007	2,258	1,776	2,087	2,169	2,221	2,254	2,254				
2008	3,774	2,780	3,443	3,494	3,689	3,706					
2009	4,604	3,207	4,120	4,342	4,394						
2010	2,214	1,682	2,070	2,090							
2011	3,392	2,227	3,294								
2012	2,441	1,525									

Cumulative % Paid	66.9%	88.5%	91.2%	96.2%	97.8%	98.3%	98.8%	98.5%	100.0%	100.0%
Incremental % Paid	66.9%	21.7%	2.7%	5.0%	1.5%	0.6%	0.5%	-0.3%	1.5%	0.0%
	1	2	3	4	5	6	7	8	9	10
Discount Factor*	0.981	0.945	0.911	0.877	0.845	0.814	0.784	0.756	0.728	0.701
Discounted Increment	65.6%	20.5%	2.4%	4.4%	1.3%	0.5%	0.4%	-0.2%	1.1%	0.0%
Discounted Cumulative	65.6%	86.1%	88.6%	93.0%	94.2%	94.7%	95.1%	94.8%	95.9%	95.9%
Investment Income Offset:										4.1%

* interest rate is average rate of return {Exhibit 2 page 15}

Source: Celina Mutual Insurance Company Annual Statement- Combined

The Celina Mutual Insurance Company
 Ohio Businessowners Program
 Average Rate of Return
 (\$000)

Calendar Year	Mean Cash & Invested Assets	Net Investment Gain	Rate of Return
2008	112,091	3,112	2.8%
2009	113,451	4,494	4.0%
2010	119,743	4,839	4.0%
2011	121,481	4,533	3.7%
<u>2012</u>	<u>125,863</u>	<u>5,593</u>	<u>4.4%</u>
Combined	592,628	22,571	3.8%

Selected	3.8%

Source: Celina Mutual Insurance Company Annual Statement- Combined

Balance Sheet Assets & Underwriting and Investment Exhibit Statement of Income

The Celina Mutual Insurance Company
Ohio Businessowners Program
Permissible Loss Ratio

[1] Commissions & Brokerage	15.7%
[2] General Expense	12.8%
[3] Other Acquisition	6.4%
[4] Taxes, Licenses & Fees	1.4%
[5] Total Expenses	36.4%
[6] Return on Surplus Provision	4.7%
[7] Permissible Loss Ratio	58.9%

The Celina Mutual Insurance Company
Ohio Businessowners Program
Property & Liability Experience by Occupancy Group

4/1/2008 through 3/31/2013

Occupancy Group	On-Level Earned Premium	Incurred Loss & ALAE	Claim Count	Raw Loss Ratio*	Credibility	Credible Loss Ratio	Indicated Class Change
ISO Classes	5,273,890	2,776,400	443	53%	64%	52%	6.7%
<u>Independent Classes</u>							
Auto Service	1,427,650	776,765	127	54%	34%	52%	6.6%
Preferred Self-Storage	581,356	442,479	32	76%	17%	55%	12.9%
Church	824,355	670,149	85	81%	28%	59%	21.6%
Contractors	3,345,243	1,122,663	198	34%	43%	43%	-11.0%
All Classes	11,452,494	5,788,455	885	51%	90%	51%	3.9%

* undeveloped & not trended

The Celina Mutual Insurance Company
Countrywide Businessowners Program
Contractor Minimum Premium Change

	Limit of Liability	300/600	500/1000	1000/2000	2000/4000
[1]	Avg. Calculated Premium before Min. Prem. Applied	251	301	397	501
[2]	Avg. Fixed Expense	213	213	213	213
[3]	Variable Expense & Profit	67	80	106	133
[4]	Loss Cost	148	177	234	295
[5]	Sum of Expenses & Loss Costs	428	470	552	641
[6]	Risk Load	0	0	110	128
[7]	EPL Premium	12	12	12	12
[8]	E&O Premium	17	17	17	17
[9]	Indicated Minimum Premium	456	499	691	798

		Minimum Premium			
Limit of Liability	Written Prem. Distribution %	Current	Indicated	Proposed	% Change
300/600	16%	450	456	450	0.0%
500/1000	21%	475	499	500	5.3%
1000/2000	60%	625	691	650	4.0%
1000/3000	0%	630	--	655	4.0%
2000/4000	2%	700	798	750	7.1%
Overall Change to Contractor Minimum Premium Policies:					3.7%

Overall Impact across all Contractors Policies*:

1.1%

*(Total Premium of Minimum Premium Policies / Total Contractors Premium) x 3.7%

The Celina Mutual Insurance Company
Countrywide Businessowners Program
Contractor Minimum Premium Change

Explanatory Notes:

- [1]** Average calculated premium of policy before minimum premium has been applied
- [2]** Average fixed expense per businessowners policy; 75% of general & other acquisition expenses
- [3]** Variable expense & profit; sum of total expenses & return of surplus provision subtracted by fixed expenses ([1] x 26.6%)
- [4]** Loss Cost ([1] x countrywide permissible loss ratio of 58.9%)
- [5]** Sum of Expenses & Loss Costs ([2] + [3] + [4])
- [6]** Risk Load of 20% for limits of liability over \$1 Million ([5] x 1.20)
- [7]** Average employment practices liability policy premium paid to reinsurer
- [8]** Average errors & omissions policy premium paid to reinsurer
- [9]** **Indicated Minimum Premium ([5] + [6] + [7] + [8])**

Exhibit ADate: 12/13/2013

Insurer Rate Filing
Adoption Of Advisory Organization
Prospective Loss Costs
Reference Filing Adoption Form

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1. INSURER NAME & ADDRESS The Celina Mutual Insurance Company1 Insurance SquareCelina, Ohio 45822PERSON RESPONSIBLE FOR FILING Dian SteeleTITLE Compliance Supervisor

TELEPHONE #

800-552-5181 (Ext 8983)2. INSURER NAIC # 201763. LINE OF INSURANCE Commercial Multi-Peril4. ADVISORY ORGANIZATION ISO5. ADVISORY ORGANIZATION REFERENCE FILING # BP-2013-RLA1

6. The above insurer hereby declares that it is a member, subscriber or service purchaser of the named advisory organization for this line of insurance. The insurer hereby files to be deemed to have independently submitted as its own filing the prospective loss costs in the captioned Reference Filing.

The insurer's rates will be the combination of the prospective loss costs and the loss cost multipliers and, if utilized, the expense constants specified in the attachments.

7. PROPOSED RATE LEVEL CHANGE 3.4% % EFFECTIVE DATE 2/26/20148. PRIOR RATE LEVEL CHANGE 3.1% % EFFECTIVE DATE 07/10/2011

11. ATTACH "SUMMARY OF SUPPORTING INFORMATION FORM"

(Use a separate Summary for each insurer-selected loss cost multiplier.)

12. CHECK ONE OF THE FOLLOWING:

 The insurer hereby files to have its loss cost multipliers and, if utilized, expense constants be applicable to future revisions of the advisory organization's prospective loss costs for this line of insurance. The insurer's rates will be the combination of the advisory organization's prospective loss costs and the insurer's loss cost multipliers and, if utilized, expense constants specified in the attachments. The rates will apply to policies written on or after the effective date of the advisory organization's prospective loss costs. This authorization is effective is effective until disapproved by the Director, or amended or withdrawn by the insurer.

 X The insurer hereby files to have its loss costs multipliers and, if utilized, expense constants be applicable only to the above Advisory Organization Reference Filing.

Exhibit B

Insurer Name: The Celina Mutual Insurance Company
NAIC Number: 20176

Date: 12/13/2013

**Ohio
Insurer Rate Filing
Adoption Of Advisory Organization Prospective Loss Costs
Summary Of Supporting Information Form**

Calculation of Company Loss Cost Multiplier

1. Line, Subline, Coverage, Territory, Class, etc. combination to which this page applies:
Businessowners Program: property coverages, except where independent rates are denoted

2. Loss Cost Modification:

A. The insurer hereby files to adopt the prospective loss costs in the captioned reference filing:
(CHECK ONE)

<u> </u>	Without modification. (factor = 1.000)
<u> X </u>	With the following modification(s). (Cite the nature and percent modification, and attach supporting data, rationale, or both, for the modification.)
	<u>The current loss cost modification of +30.0% is being adjusted to +26.0% to achieve a rate level change supported by our experience indication.</u>

B. Loss Cost Modification Expressed as a Factor: 1.260
(See examples below.)

NOTE: If Expense Constants Are Utilized, Attach "Expense Constants Are Utilized, Attach Constant Supplement" Or Other Supporting Information. Do Not Complete Items 3-7 Below.

3. Development of Expected Loss Ratio. (Attach exhibit detailing insurer expense data or other supporting information or both.)

Selected Provisions

A. Total Production Expense	<u>15.7</u> %
B. General Expense	<u>12.8</u> %
C. Taxes, Licenses & Fees	<u>1.4</u> %
D. Underwriting Profit & Contingencies	<u>4.7</u> %
E. Other (explain): Other Acquisition	<u>6.4</u>
F. TOTAL	<u>41.1</u> %
4A. Expected Loss Ratio: $ELR=100\%-3F=$	<u>58.9</u> %
4B. ELR in decimal form=	<u>0.589</u>
5. Company Formula Loss Cost Multiplier: $(2B/4B)=$	<u>2.14</u>
6. Company Selected Loss Cost Multiplier=	
Explain any differences between 5 and 6:	<u>2.14</u>

7. Rate level change for the coverages to which this page applies 12.8 %

Example 1: Loss Cost modification factor: If your company's loss cost modification is -10%, a factor of .90 (1.000-.100) should be used.

Example 2: Loss Cost modification factor: If your company's loss cost modification is +15%, a factor of 1.15 (1.000+.150) should be used.

Exhibit B

Insurer Name: The Celina Mutual Insurance Company
NAIC Number: 20176

Date: 12/13/2013

**Ohio
Insurer Rate Filing
Adoption Of Advisory Organization Prospective Loss Costs
Summary Of Supporting Information Form**

Calculation of Company Loss Cost Multiplier

1. Line, Subline, Coverage, Territory, Class, etc. combination to which this page applies:
Businessowners Program: liability coverages, except where independent rates are denoted

2. Loss Cost Modification:

A. The insurer hereby files to adopt the prospective loss costs in the captioned reference filing:
(CHECK ONE)

<u> </u>	Without modification. (factor = 1.000)
<u> X </u>	With the following modification(s). (Cite the nature and percent modification, and attach supporting data, rationale, or both, for the modification.)
	<u>The current loss cost modification of -19.0% is being adjusted to -5.0% to achieve a rate level change supported by our experience indication.</u>

B. Loss Cost Modification Expressed as a Factor: 0.950
(See examples below.)

NOTE: If Expense Constants Are Utilized, Attach "Expense Constants Are Utilized, Attach Constant Supplement" Or Other Supporting Information. Do Not Complete Items 3-7 Below.

3. Development of Expected Loss Ratio. (Attach exhibit detailing insurer expense data or other supporting information or both.)

Selected Provisions

A. Total Production Expense	<u>15.7</u> %
B. General Expense	<u>12.8</u> %
C. Taxes, Licenses & Fees	<u>1.4</u> %
D. Underwriting Profit & Contingencies	<u>4.7</u> %
E. Other (explain): Other Acquisition	<u>6.4</u>
F. TOTAL	<u>41.1</u> %
4A. Expected Loss Ratio: $ELR=100\%-3F=$	<u>58.9</u> %
4B. ELR in decimal form=	<u>0.589</u>
5. Company Formula Loss Cost Multiplier: $(2B/4B)=$	<u>1.61</u>
6. Company Selected Loss Cost Multiplier=	
Explain any differences between 5 and 6:	<u>1.61</u>

7. Rate level change for the coverages to which this page applies -20.8 %

Example 1: Loss Cost modification factor: If your company's loss cost modification is -10%, a factor of .90 (1.000-.100) should be used.

Example 2: Loss Cost modification factor: If your company's loss cost modification is +15%, a factor of 1.15 (1.000+.150) should be used.

Property and Casualty
 50 W. Town Street
 Third Floor - Suite 300
 Columbus, Ohio 43215
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 Fax (614) 728-1280
 www.ohioinsurance.gov

Ohio Department of Insurance

John Kasich- Governor
 Mary Taylor- Director

Property - Casualty Underwriting Profit & Loss Statement

Five Year Statement
 Ohio
 (000)

Company: Celina Mutual Insurance Company
 Program: Businessowners
 Line: Commercial Mutiple Peril

	2008	2008	2009	2009	2010	2010	2011	2011	2012	2012	Total Combined Years	
	Dollars	Ratio	Dollars	Ratio	Dollars	Ratio	Dollars	Ratio	Dollars	Ratio	Dollars	Ratio
Direct Premiums Written	1,967		2,097		2,444		2,473		2,461		11,442	
Direct Premiums Earned	2,023		1,993		2,312		2,451		2,487		11,266	
Losses Incurred (E)*	1,051	52.0%	939	47.1%	718	31.1%	2,277	92.9%	1,789	71.9%	6,774	59.0%
Loss Adjustment Expense Incurred (E)*	290	14.3%	165	8.3%	226	9.8%	377	15.4%	148	6.0%	1,206	10.7%
Acquisition Expense+ Incurred (W)**	474	24.1%	507	24.2%	569	23.3%	559	22.6%	543	22.1%	2,652	23.2%
General Expenses (E)*	309	15.3%	296	14.8%	343	14.8%	323	13.2%	312	12.5%	1,581	14.1%
Taxes, License & Fees Incurred (W)**	27	1.4%	38	1.8%	40	1.6%	53	2.1%	47	1.9%	204	1.8%
Total Loss and Expense	2,150	107.0%	1,945	96.2%	1,895	80.6%	3,588	146.2%	2,840	114.4%	12,418	108.9%

+ Including commission and brokerage, field supervision, collection expense and other acquisition costs.

*(E) Ratio based on Earned Premium

** (W) Ratio based on Written Premium

All premiums on this exhibit are actual premiums collected (NOT adjusted to manual rates if written at a deviation).

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Ohio Department of Insurance

John Kasich- Governor
 Mary Taylor- Director

Property - Casualty Underwriting Profit & Loss Statement

Five Year Statement
 Countrywide
 (000)

Company: Celina Mutual Insurance Company
 Program: Businessowners
 Line: Commercial Mutiple Peril

	2008		2009		2010		2011		2012		Total Combined Years	
	Dollars	Ratio	Dollars	Ratio	Dollars	Ratio	Dollars	Ratio	Dollars	Ratio	Dollars	Ratio
Direct Premiums Written	4,126		4,777		5,429		5,696		6,372		26,400	
Direct Premiums Earned	4,072		4,378		5,135		5,592		6,064		25,241	
Losses Incurred (E)*	2,645	65.0%	2,498	57.1%	2,200	42.8%	5,335	95.4%	4,321	71.3%	16,999	66.3%
Loss Adjustment Expense Incurred (E)*	584	14.3%	362	8.3%	503	9.8%	859	15.4%	362	6.0%	2,670	10.7%
Acquisition Expense+ Incurred (W)**	994	24.1%	1,156	24.2%	1,263	23.3%	1,287	22.6%	1,407	22.1%	6,107	23.2%
General Expenses (E)*	621	15.3%	650	14.8%	761	14.8%	736	13.2%	760	12.5%	3,528	14.1%
Taxes, License & Fees Incurred (W)**	56	1.4%	86	1.8%	88	1.6%	122	2.1%	122	1.9%	474	1.8%
Total Loss and Expense	4,900	120.0%	4,752	106.2%	4,815	92.3%	8,339	148.7%	6,972	113.8%	29,778	116.2%

+ Including commission and brokerage, field supervision, collection expense and other acquisition costs.

*(E) Ratio based on Earned Premium

** (W) Ratio based on Written Premium

All premiums on this exhibit are actual premiums collected (NOT adjusted to manual rates if written at a deviation).

The Celina Mutual Insurance Company

Ohio Businessowners Program

Actuarial Memorandum

Summary

- The overall statewide rate impact of this revision is an increase of +3.4% (*Exhibit 1, page 1*), based on an overall rate level indication of +3.9% (*Exhibit 2, page 1*). Proposed revisions driving this adjustment include adoption of updated ISO loss costs, BP-2013-RLA1 (*ISO effective date 09/01/2013*), updated loss cost multipliers (LCMs) and revised rates for our independent classes. For ISO and our independent class rates, we targeted rate impacts of at least 60% of our indications (*Exhibit 3*). We are also modifying rates on several miscellaneous coverages and adding several new coverages. These changes have a negligible impact on our overall percent change.

Impact by Coverage (*Exhibit 1, page 1*)

- The liability indication is -26.9% (*Exhibit 2, page 1*). The overall liability change is -14.4%.
- The property indication is +20.1% (*Exhibit 2, page 1*). The overall property change is +14.2%.
- The application of the revised program LCMs to the miscellaneous optional coverages loss costs has a negligible overall impact.

Impact by Occupancy Group

- **ISO BOP Loss Cost Classes** (*Exhibit 1, page 2*)
 - The ISO BOP 2013 loss costs are adopted with revised LCMs. Expenses have been updated through 2012, and the deviations for liability and property coverages are revised to reflect current experience indications. Liability rates are changing by -20.8% and property rates by +12.8%. The exhibit shows the impact by exposure type using the average loss costs across all territories. Overall, the impact for the ISO classes is +6.7% (*Exhibit 1, page 1*), based on the indicated percent change of +6.7% (*Exhibit 3*).
- **Auto Service Classes** (*Exhibit 1, page 3*)
 - Property rates are based on ISO BOP 2013 loss costs. The Garagekeepers base rates are increasing by +13.9%. The rate number relativities for building and business personal property are not changing, resulting in a total change of +13.1% for property. A -10.0% base rate change is being made to the liability rates, which are independent. The overall impact for Auto Service is +6.4% (*Exhibit 1, page 1*); the indicated percent change is +6.6% (*Exhibit 3*).
- **Preferred Self-Storage Class** (*Exhibit 1, page 3*)
 - Property and liability rates are based on ISO BOP 2013 loss costs. The overall impact is +11.0% (*Exhibit 1, page 1*); the indicated percent change for Preferred Self-Storage is +12.9% (*Exhibit 3*).
- **Church Classes** (*Exhibit 1, page 4*)
 - The liability rates, based on ISO GL 2012 loss costs and increased limit factors (*ISO Filing References #GL-2012-BGL1 and #GL-2012-IALL1*), are being decreased by -27.2%. Property rates, based on ISO BOP 2013 loss costs, are changing by +27.3%. Property rate number relativities were increased to achieve an overall combined property and liability impact of +17.3% (*Exhibit 1, page 1*); the percent change that is indicated for Church business is +21.6% (*Exhibit 3*).
 - The Cemetery rates and Daycare rates were revised for the Church program using the corresponding GL loss costs and increased limit factors for class codes 41604 and 41716 respectively.
- **Contractor Classes** (*Exhibit 1, page 4*)
 - The liability rates incorporate the 2012 ISO GL loss costs and increased limit factors modified for risk level by class (*Exhibit 1, page 5*).
 - Property rates are based on ISO BOP 2013 loss costs.
 - The minimum premium for higher limits of liability is being increased based on indications (*Exhibit 4*).
 - The resulting liability rate change is -12.1% and the property rate change is +14.0% to achieve an overall decrease of -6.9% (*Exhibit 1, page 1*); the indicated percent change for Contractors is -11.0% (*Exhibit 3*).

FILING MEMORANDUM

**The Celina Mutual Insurance Company
December 13, 2013**

**Line of Business: Division Ten – Businessowners
Affiliation: Subscriber to ISO for Loss Costs, Rules and Forms
State: Ohio**

Company File No.: BP-13-02

Effective Date: February 1, 2014 New and March 1, 2014 Renewal Business

GENERAL

The Celina Mutual Insurance Company, a subscriber to the Insurance Services Office, Inc., for loss costs, rules and forms, wishes to adopt the ISO 2010 Businessowners Program and the ISO 2013 Businessowners Program in Ohio subject to our company rule and form deviations as outlined below.

In conjunction with our adoption of the ISO 2010 Businessowners Program and the ISO 2013 Businessowners Program, we will be adopting and implementing the following ISO Reference Numbers:

<u>ISO Reference #</u>	<u>ISO Original Effective Date</u>
BP-2006-RRFZC (Rules)	01/01/2008
BP-2006-RRFLC (Loss Costs)	01/01/2008
BP-2009-RRU09 (Rules)	04/01/2010
BP-2009-OFR09 (Forms)	04/01/2010
BP-2009-RLC09 (Loss Costs)	04/01/2010
BP-2009-RBPRU (Rules)	08/01/2010
BP-2009-OBPFO (Forms)	08/01/2010
BP-2010-RCPR1 (Rules)	08/01/2011
BP-2010-RLC10 (Loss Costs)	04/01/2011
BP-2010-RLCF1 (Loss Costs)	08/01/2011
BP-2012-OFR12 (Forms)	07/01/2013
BP-2012-RRU12 (Rules)	07/01/2013
BP-2012-RLC12 (Loss Costs)	07/01/2013

Ohio:

BP-2011-RWTRU (Rule)	08/01/2011
BP-2011-RLA1 (Loss Costs)	08/01/2011
BP-2012-RLA1 (Loss Costs)	07/15/2012
BP-2013-RLA1 (Loss Costs)	09/01/2013

RATES

The overall statewide rate impact is an increase of +3.4%. We are adopting loss costs revision BP-2013-RLA1 in Ohio, as noted above. Refer to the enclosed Actuarial Memorandum for the details and a discussion of these revisions.

We have also removed our delay and have adopted the ISO Multi-State Loss Costs from Filing Reference BP-2012-RLC12, (ISO effective date 7-1-2013), updated loss cost multipliers (LCMs) and revised rates for our independent programs. In addition to the ISO Businessowners classifications, Celina Mutual currently has specialty programs tailored to the needs of Auto Service, Preferred Self Storage, Church, Fabricare (Dry Cleaners/Laundries) and Contractor risks. We are also introducing our new Restaurant Program.

We have submitted our revised company manual multi-state rate pages for Ohio with this submission, which include and are subject to our currently filed and approved company rule deviations.

The changes noted in this filing will allow us to maintain our current renewal book of business, while continuing our ability to attract new business from our agency plant. The current renewal policy count in Ohio is 2,009 policies.

RULES

With this revision we are making numerous revisions and/or editorial changes to the Celina Mutual Rule and Rate Exception Pages to the 2013 ISO Division Ten – Businessowners Program, therefore we are submitting an entire revised exception manual with this filing. All changes from our currently approved exception manual are outlined below for your review.

Section I. Deviations To ISO General Rules. The Loss Cost Multipliers for Property and Liability which apply to the published ISO Loss Costs are revised.

Section II. Deviations To ISO Coverage Form Rules:

- **ISO Rule 16. Mandatory Forms, Coverage and Limits.** Our current exception to Rule B.1.c.(4) is deleted. The increased medical payment limit of \$10,000 is included in the adopted ISO rule.

Rule B.4. is deleted and we refer to the Celina Specialty Programs in Section V. Deviations to ISO Class-Specific Endorsements Rules for all eligibility, rules and rates associated with these classifications.

We are adding three additional mandatory forms to our Businessowners Program under Paragraph B.

- Office - Extension Endorsement, BO 00 81, applies to all office risks that are applicant occupied. Coverages include: \$5,000 Credit or Fund Transfer Card Invoices; \$10,000 Foundations, Bridges, Walks, and Patios; \$10,000 Leasehold Interest; and \$1,000 Loss of Keys.
- Grocery And Convenience Store Extension Endorsement, BO 00 82, applies to all grocery and convenience store classifications that are applicant occupied. Coverages include: \$5,000 Credit or Fund Transfer Card Invoices; \$1,000 Inventory And Appraisal Expense; \$1,000 Loss of Keys; \$10,000 Spoilage Contamination And Power Outage; and \$10,000 Food Contamination. Higher limits of coverage may be purchased.
- Retail Extension Endorsement, BO 00 83 applies to all mercantile risks that are applicant occupied. Coverages include: Brands and Labels; \$5,000 Credit or Fund Transfer Card Invoices; \$10,000 Foundations, Bridges, Walks, and Patios; \$1,000 Inventory and Appraisal Expense; \$10,000 Leasehold Interest; \$1,000 Loss of Keys; and \$5,000 Voluntary Property Damage.

All other exceptions to ISO Rule 16. will remain the same.

Section III. Deviations to ISO Rating And Eligibility Rules:

- **ISO Rule 22. Eligibility.** A reference is added to Section V. Celina Specialty Programs for our Fabricare Program and our new Restaurant Program.

Under Paragraph A. Eligible Occupancies, the annual gross sales at each location is revised to \$8,000,000 and square footage is revised to 50,000. Additionally, Rule A.1.a.(2) Apartments (Including Residential Condominium Associations) revises the maximum square footage to 50,000.

Under Paragraph A.4.b.(1) the Eligibility – Convenience Stores is revised to limit the minimum square footage to 1,000 square feet. We are deleting our current exception in favor of the ISO rule with the noted exception. This minimum square footage is revised to ensure that we are writing convenience stores and not gas payment centers.

Paragraph A.4.c.(1), refers to the minimum square footage for grocery stores or supermarkets. We are revising this square footage minimum to 4,000 square feet to differentiate convenience stores from grocery stores with gas sales. The square footage under paragraph A.7.a.(2) and A.7.b is adjusted to 50,000.

All other exceptions to ISO Rule 22. will remain the same.

- **ISO Rule 23. Premium Development – Mandatory Coverages.** References are added to Paragraph A.1. for our company Fabricare Program and our new Restaurant Program under the Company Specialty Programs in Section V.

Paragraph A.2.d. is deleted and replaced with our company exception. We are not interpolating the factors but will use the next higher limit factor shown in the table.

Paragraph A.4. applicable to Convenience Food Stores/Grocery Stores/Supermarkets/ Restaurants with Gasoline Sales is replaced. We are revising the premium determination for risks that include a combination of occupancies. When an exposure includes gasoline stores, gasoline sales are not included in the calculation of gross sales. The gasoline exposures premium is developed separately and is based on the amount of gasoline sales.

A minimum fixed deductible of \$1,000 applies to all Apartments under paragraph A.7.

Under Paragraph C.2. we are adding additional territory definitions. Factors for all territory definitions are displayed.

Company exception under Paragraph C.3. determining Amount of Insurance for the Building and Business Personal Property relativity tables is deleted in favor of the ISO rule. However, the exceptions under this rule concerning Building Construction will remain in addition to the Building Age factors.

Company exception under Paragraph C.6.a(2) Rate Determination is deleted in favor of applying the ISO rule. Additionally, the current exceptions under Paragraph C.6.b.(2)(ii)(RF) Increased Limits and Paragraph C.6.b.(2)(b)(iii) Per Personal Medical Expenses limits are deleted.

All other exceptions to ISO Rule 23. will remain the same.

- **ISO Rule 24. Deductibles.** We are deleting our company exceptions to paragraph B., C.4.a. and C.4.b.(2) in favor of the ISO rule which includes \$5,000 and \$10,000 deductible amounts. Paragraph B.2.a is deleted and does not apply.

All other exceptions to ISO Rule 24. will remain the same.

Section IV. Deviations to ISO Optional Coverage Rules:

- **ISO Rule 28. Optional Coverages.** We are amending Paragraph A.8. Employee Dishonesty to indicate that the BO 00 02 02 14 Businessowners Plus Endorsement includes a \$10,000 per occurrence limit for Employee Dishonesty. The limit is increased to \$25,000 when the BO 00 57 02 14 Businessowners Platinum Plus Endorsement is attached.

Paragraph A.9. Fire Department Service Charge is amended to indicate that the BO 00 02 02 14 Businessowners Plus Endorsement includes a \$5,000 Fire Department Service Charge. The limit is increased to \$10,000 when the BO 00 57 02 14 Businessowners Platinum Plus Endorsement is attached.

Paragraph A.12. ISO changes the title from Mechanical Breakdown to Equipment Breakdown Protection Coverage. Company exception to this rule is not changed.

Paragraph A.13.b.(4) is added for Money And Securities. If the BO 00 02 02 14 Businessowners Plus Endorsement or BO 00 57 02 14 Businessowners Platinum Plus Endorsement is attached, an additional per location premium will apply for locations that have 24 hour operations. An optional higher limit is available.

Company exception is added under paragraph A.16.a. Outdoor Property to include a \$5,000 limit when the BO 00 02 02 14 Businessowners Plus Endorsement is attached and a \$10,000 limit when the BO 00 57 02 14 Businessowners Platinum Plus Endorsement is attached. Optional higher limits are available.

Company exception is added under A.17. Business Personal Property Temporarily in Portable Storage Units. Paragraph b. Premium Determination is replaced which revises rating for limits in excess of the included \$10,000 limit

A Paragraph is added under A. for Identity Theft Expense to provide coverage for expenses that can occur due to identity theft or a database security breach. Coverage is automatically included at a limit of \$2,500 in the BO 00 02 Businessowners Plus Endorsement and at a limit of \$5,000 in the BO 00 57 Businessowners Platinum Plus Endorsement. Higher limits are available.

Under Paragraph B.1. the company exception is revised to refer to the ISO title change from Tenants Fire Liability to Broadened Coverage For Damage To Premises Rented To You.

All other exception to ISO Rule 28. will remain the same.

- **ISO Rule 29. Endorsements.** The company exception to Paragraph A.7. Equipment Breakdown Protection Coverage is removed and the ISO rule applies.

References to several ISO Paragraphs are revised in company exceptions due to the addition of new ISO rules and the renumbering of existing rules. These include Paragraphs A.15. Loss Of Rental Value – Landlord As Designated Payee; A.18. Mold – Fungi, Wet Rot Or Dry Rot; A.20. Ordinance Or Law Coverage; A.21. Spoilage Coverage; and A.26. Water Back-up And Sump Overflow.

Under Paragraph A.20. Ordinance Or Law Coverage, e.(1)(a) Causes Of Loss Other Than Earthquake, the applicable Coverage 1 Building rate is revised. Additionally under e.(1)(e) the Earthquake rate is revised.

Under Paragraph A.26.a. Water Back-Up And Sump Overflow, a paragraph is added to our company exception to indicate a Business Income coverage limit of \$5,000 is provided under the BO 00 02 02 14 Businessowners Plus Endorsements. A Business Income coverage limit of \$10,000 is included with the BO 00 57 02 14 Businessowners Platinum Plus Endorsement. Optional higher limits are available.

Under Rule 29.A. several of our company additional Property Endorsements items are renumbered because of additional ISO rules. These include 40. Welfare And Pension Plan Coverage (ERISA); 41. Additional Property Not Covered; 42. Mine Subsidence Insurance; 43. Outdoor Fences Endorsement; 44. Fine Arts Endorsement; 45. Security Breach And Identity Management Services; and 46. Exclusion – Vandalism Or Malicious Mischief By A Tenant. Company exception to previous Rule 29.A. Identity Theft Expense Endorsement is deleted.

New company additional Property Endorsements are added to Rule 29.A. These include:

- 47. Service Station Endorsement. This new endorsement may be used to extend the building and business personal property to include underground fuel storage tanks, the contents of the underground storage tanks and pumps, and piping and connections of such tanks for risks that include convenience stores, grocery stores or auto service risks with gas sales.

- 48. Underground Storage Tank Deductible Coverage (Ohio). This new endorsement provides coverage for the deductible that applies to underground fuel storage tanks.

Under Paragraph B.7.b.(1) the company exception to Employment Practices Liability Coverage definition of Wrongful Acts is amended to include third party violations with respect to claims or suits made by customer, vendor or clients. Under B.7.b. paragraph (6) is inserted to reference the endorsements to be used, BO 00 48 02 14 Employment Practices Liability Insurance Coverage Endorsement and BO 00 49 02 14 Commercial Employment Practices Liability Insurance Coverage Supplemental Declarations.

Paragraph B.7.b.(8) revises the EPL rating factors as provided by our reinsurer..

Additionally under Rule 29.B. current company rule is renumbered as 34. Limitation Of Coverage – Real Estate Operations. Current company rule 22. Exclusion – Erroneous Delivery Or Mixture And Resulting Failure Of Seed To Germinate is deleted, company endorsement BO 00 54 is withdrawn and we will use the ISO rule and endorsement which are located under Paragraph D.4.

Company Rule 35. Voluntary Property Damage And Care, Custody Or Control Coverage is added. This coverage is available to all business except Contractors, Retail and Churches to provide care, custody or control coverage at \$5,000 per occurrence with a \$25,000 aggregate.

All current company rules under Paragraph 29.C. Additional Insured Endorsements, are deleted. These include Additional Insured – Grantor of Franchise an Additional Insured – Owners, Lessee Or Contractors – Completed Operations. We will use ISO rules and endorsements for these additional insureds. However, a new company rule is added as Paragraph 21. Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Automatic Status When Required In Construction Contract Or Agreement. This new rule amends coverage to provide additional insured completed operations coverage on a blanket basis.

Under Paragraph D.3. the company rule for Florists' Errors And Omissions is renumbered as Paragraph h.; Pet Groomers Professional Coverage is renamed Pet Services Professional Liability and is renumbered as Paragraph i.; and Optometrists Professional Liability Coverage is renumbered as Paragraph j.

Under Paragraph D.5. Condominium, Co-ops, Associations – Directors And Officers Liability Endorsement, company exception is added for c. the Limits of Insurance to offer limits of \$300,000, \$500,000, \$1,000,000 and \$2,000,000. Company exception is added for Paragraph d. Deductible to provide a base deductible of \$500 and remove any optional higher deductibles.

Company exception E. Endorsements Applicable To Both Property And Liability is revised to apply the minimum limit to the total building coverage on the policy rather than on one insured building.

The coverage comparison table in Paragraph E.4. is updated to include additional coverages and limits Applicable To Both Property And Liability. Company Endorsement BO 00 02 02 14 is a mandatory endorsement attached to all policies that provides for a package of enhanced coverages for no additional premium. Additionally, the insured has the option, subject to the noted eligibility requirements, to purchase as a replacement for the BO 00 02 02 14 an optional enhancement endorsement BO 00 57 02 14 which provides increased coverage limits for an increase in premium.

Company Rule G. is added for CyberOne Coverage. This newly offered coverage is designed to help small commercial businesses recover from damaging computer attacks and to protect small commercial business against liability, damages and defense costs due to certain claims brought by third parties which are damaged because of weaknesses in the insured's computer system security. The two separate components of CyberOne coverage can be purchased together or separately. *Computer Attack* coverage is a first party coverage triggered by the insured's discovery that a computer attack has affected an insured's computer system. An attack includes computer hacking,

virus or malware, or denial of services against the insured's system. Coverage includes costs for data restoration, data recreation, system restoration, loss of business and public relations services. *Network Security Liability* provides coverage for a suit initiated by a third party for breach of that party's business information, unintended propagation or forwarding of malware, or the unintended abetting of a denial of a service attack. Full and Limited coverage options are available. The coverage is designed by Hartford Steam Boiler.

All other exception to ISO Rule 29. will remain the same.

Section IV. Deviations to ISO Class-Specific Endorsements Rules

- **ISO Rule 41. Apartment Buildings Class-Specific Endorsements** our coverage form BP 00 75 Apartment Buildings replaces ISO endorsement BP 07 75 Apartment Buildings. Paragraph B.1.a. (1) is revised to remove the reward payment.
- **ISO Rule 42. Restaurants Class-Specific Endorsements** and **ISO Rule 43. Residential Cleaning Services - Class-Specific Endorsement** are deleted in their entirety. Instead, we have replaced them with our Company Specialty Programs.
- **A. Contractor Program.** Company Endorsement BO 00 18 is renamed Contractors Installation, Tools And Equipment Coverage. The installation limit is \$2,000 and the tools and equipment limit is \$2,500. An eligibility change is made to limit the maximum annual payroll to \$600,000 and to revise the restrictions on eligibility for contractors who are regularly or frequently involved as contractors or subcontractors on projects.

To the Contractors Program Plus – Extension Endorsement, BO 00 61 02 14, we have added these additional coverages: \$10,000 Contract Penalties; \$10,000 Equipment Rental Reimbursement for all equipment in an annual policy period; and \$5,000 Borrowed Equipment coverage. The Contractors Plus – Extension Endorsement premium is 7% of the liability premium subject to a \$130 minimum and \$300 maximum.

The Contractors' Installation, Tools And Equipment Coverage, BO 00 18 02 14 consists of 4 coverage sections. Coverage 1 – Contractors' Installation Coverage, Coverage 2 – Contractors' Tools And Equipment Coverage, Coverage 3 – Non-owned Tools And Equipment Coverage and Coverage 4 – Employees' Tools.

Coverage 1 extends \$2,000 to business personal property to apply to contractors' materials, supplies, equipment, machinery, fixtures and temporary structures while at the job site not owned, leased or operated by the insured contractor; awaiting and during installation, or awaiting acceptance by the purchaser; in transit; or at any temporary storage location. The limits of coverage available include:

- o The limits for property covered at each covered job site, while in transit and when at a temporary storage location is fixed regardless of the number of covered job sites. The maximum limit for covered property at all covered job sites combined is three times the limit of insurance at each covered job site.
- o \$5,000 for covered property while in transit.
- o \$5,000 for covered property while at a temporary location.

Coverage 2 – Contractors' Tools And Equipment Coverage extends \$2,500 of insurance which applies to business personal property Contractors' tools and equipment owned by the insured while temporarily at a premises not owned, leased or operated by the insured contractor or while in transit; a \$1,000 or \$2,000 limit which applies to any one tool; and an exclusion for theft of tools from an unattended vehicle when a limit of \$5,000 applies.

Coverage 3 – Non-owned Tools and Equipment is an optional coverage available under this endorsement. The limit provides coverage for non-owned tools and equipment leased or rented from others that are in the insured's care, custody or control, if leased for a period of less than 6 months. Premium is per \$100 of coverage.

Coverage 4 – Employees' Tools is another optional coverage under this endorsement. Coverage is provided for employees' tools which are used in connection with your operations, subject to a \$500 limit per tool and a \$1,000 limit for all tools of any one employee. Premium is per \$100 of coverage.

Optional higher deductibles are available and optional higher limits are available for Coverages 1 and 2.

Contractors Errors And Omissions Coverage is newly offered and is designed to protect small artisan contractors against liability damages and defense costs due to claims brought by customer who allege property damage or impaired property arising from the work or work product of the contractor. Contractors Errors And Omissions Coverage Endorsement BO 00 74 02 14 provides a wide range of coverages for over 40 classes of artisan contractors. Coverages available include:

- o Responds to third party loss resulting from property damage to your work, your product and impaired property caused by a contractors wrongful act in rendering or failing to render contracting services;
- o Coverage is provided on a claims-made-and-reported, defense within the limits, duty to defend basis;
- o Per job/annual aggregate limits apply;
- o A range of deductible options are available.

Rates are based on the Errors And Omissions per claim/annual aggregate, GL limit of liability and per claim deductible. Minimum premiums apply based on the per claim/annual aggregate limit.

Contractor Liability Rates and minimum premiums are revised as well as the rates for Contractors Blanket Tools, Contractors Installation, Contractors Scheduled Tools, Contractors Non-owned Tools, Subcontractors and Contractors' Employee Tools. Please see the Actuarial Memorandum.

- **B. Auto Service Program.** Eligible maximum gross annual receipts are increased to \$4,000,000 and annual payroll maximum is increased to \$600,000. Limited auto sales are now eligible for coverage under this program. The auto sales must be incidental to the overall auto service operation with receipts less than 20% of the total receipts and value of vehicles for sale inventory must be less than \$100,000.

The Auto Service Program – Extension Endorsement, BO 00 14 02 14, is expanded to include additional coverages including liability coverage for the operation of customer's auto while on the insured premises; \$2,500 for employee tools for any one occurrence limited to \$500 for any one employee; and Mechanics' Errors And Omissions for mechanic's acts, errors or omissions at a sublimit of \$25,000 with optional higher limits available. An additional charge applies per location.

The Hired Auto And Non-Owned Auto Liability Coverage (Including Hired Auto Physical Damage Coverage), BO 00 58 02 14, is attached to all auto service policies and includes hired auto physical damage coverage.

Auto Service And Sales Plus Coverage Endorsement, BO 00 80 02 14, is newly offered. This endorsement provides a \$25,000 limit for false pretense; \$100,000 limit for physical damage for autos held for sale by non-dealers; \$300,000 limit for title errors and omissions; \$300,000 limit for truth in lending errors and omissions; \$300,000 limit for federal odometer statute errors and omissions; and a \$300,000 limit for prior damage disclosure status errors and omissions coverage. The premium for this endorsement is \$400 per location.

Some additional coverages are now included for car wash classifications. These are liability coverage for the operation of customer's auto while on the insured premises and physical damage coverage for customer's cars under legal liability basis. A \$25,000 limit is provided for mechanics' acts, errors or omissions.

Rates for auto service liability, hired auto and non-owned auto, and garagekeepers liability are revised. Please see the Actuarial Memorandum.

- **C. Small Church Protector Program.** The eligibility standards for this program are modified to apply to churches with property limits of \$2,000,000 or less for building and business personal property at each location. Additionally, the Small Church Program - Extension Endorsement, BO 00 20, is attached at no charge and provides some updated coverage limits to include \$10,000 for fences, light-bearing standards or poles; \$5,000 for damage to property of others in your care, custody or control; and it extends employee dishonesty to provide coverage for faithful performance of employees.

We are making available an optional higher limit of \$500,000 per occurrence/\$500,000 annual aggregate.

Personal Coverage Endorsement, BO 00 21 02 14, is revised to provide special personal property coverage on a replacement cost basis. Coverage limits and premium are listed.

Rates for church liability, cemeteries and daycare are revised. Please see the Actuarial Memorandum.

- **D. Preferred Self-Storage Facilities Program.** The Self-Storage Facilities, BO 00 32 02 14, is revised and provides property and liability coverages. Property coverage adds accrued rental charges as a component of business income coverage and amends coverage to provide employee theft to include personal property of your customers. Liability coverage includes a \$50,000 customers' goods legal liability limit and a \$25,000 sale and disposal liability limit. Premiums and optional higher limits are listed.

Windstorm Or Hail Losses To Roof Surfacing – Actual Cash Value Loss Settlement, BP 14 04 07 13 will apply under this rule to buildings with asphalt shingle roofs age 10 years or older and to buildings with metal roofs age 20 years or older. Windstorm or hail loss or damage to roof surfacing will be settled on an actual cash value basis rather than a replacement cost basis. A premium reduction will apply when this endorsement is attached.

- **E. Fabricare Program.** Under the premium determination section of this program we have revised the Liability Rate Number for tables 23.C.6.b.(2)(b)(i)#1(RF); 23.C.6.b.(2)(b)(i)#4(RF).
- **F. Restaurant Program.** This is a newly offered program to complement the ISO and Company Businessowners rules for restaurant classifications. The Restaurant Extension Endorsement, BO 00 76 02 14, is a mandatory endorsement that provides property and liability coverages for risks insured under this program. It includes Property coverages including brands and labels; \$10,000 for food contamination including business income; \$1,000 for loss of keys; ordinance or law equipment coverage; \$10,000 spoilage-contamination and power outage; and employee dishonesty coverage including theft of customer's property by an identified employee. Liability coverages include coverage for errors and omissions in the delivery of items sold by the restaurant and coverage for costs associated with merchandise withdrawal including notifications, overtime, transportation, storage space and /or disposal.

Food contamination and spoilage – contamination and power outage optional higher limits are available. Premium for this endorsement is \$75 for each location where coverage applies.

Restaurants – Loss Or Damage To Customers' Autos (Legal Liability Coverage), endorsement BP 07 79 is available for loss or damage to customers' and invitees' autos in the care, custody or control of the insured while at the described premises. This coverage is subject to a \$250 deductible for each customer's auto for loss caused by theft or mischief or vandalism subject to a \$500 maximum

deductible for all loss in one event and a \$500 deductible for each customer's auto for loss caused by collision. Premiums by limit of liability are listed along with the deductible factors.

All restaurants must meet the following criteria to be eligible for this program:

- o Building must have been built in the last 40 years;
- o Buildings older than 25 years must have been inspected for electrical, heating, plumbing and roofing within the past 10 years and updated as necessary;
- o Restaurant must be in operation for three years or more at the same location under the same trade name and ownership;
- o Sales must not exceed \$6,000,000 total gross sales per location;
- o Risk must exhibit favorable loss history and financial stability;
- o No live entertainment, other than incidental background music;
- o No boat docks or water rights.

Limited cooking restaurants are those where foods are prepared cold or cooked using appliances which do not emit smoke or grease-laden vapors that require an exhaust fan. No grilling, open broiling, deep fat frying, roasting, barbecuing, solid fuel cooking or other process capable of producing grease-laden vapors requiring an exhaust system are permitted. Additionally, limited cooking restaurants can have no more than 7,500 square feet of total floor space; seating capacity limited to no more than 75 persons; table service is allowed; no liquor other than beer or wine and these sales must be no greater than 25% of the total sales; no cocktail lounge or bar; catering service that does not exceed 10% of the total sales; and no seasonal operations.

Fast food restaurants are those that include limited cooking type appliances and the only cooking processes allowed are grilling, enclosed broiling, deep fat frying, roasting or barbecuing. These cooking processes are capable of producing grease-laden vapors requiring an exhaust system. Additionally, fast food restaurants must be located in fire protection classes 1-8; no more than 7,500 square feet in total floor area; seating capacity no greater than 150 persons; no table service; no restaurants with playground equipment; no liquor other than beer or wine and these sales must be no greater than 25% of the total sales; no bar or cocktail lounge; catering service that does not exceed 10% of the total sales; no seasonal operations and automatic extinguishing system for cooking equipment which is recommended by NFPA Standard #96 which is installed and maintained.

Casual dining restaurants are those which serve moderately priced food in a casual atmosphere to patrons who generally order and are served while seated and pay after eating. Take out service and the use of a buffet may also be available. Additionally, casual dining restaurants must be located in fire protection classes 1-8; no more than 10,000 square feet in total floor area; seating capacity limited to no more than 200 persons; sale of beer and wine or liquor no greater than 40% of total sales; catering service that does not exceed 10% of the total sales; automatic extinguishing system for cooking equipment which is recommended by NFPA Standard #96 which is installed and maintained; no seasonal operations; no dancing permitted; no live entertainment (including karaoke) other than incidental background music such as piano playing; no happy hour or similar promotions; and no bar hours when full table service is not also available.

Premiums are determined using Rule 23.C. for building, business personal property and liability.

Under Section VI, Deviations to ISO Additional Rules, the following changes are applicable:

- Rule A.2. Terrorism pricing reference is revised; however, we will continue to use our deviated rates.
- Company exception to the application of Additional Rules A.3 and A.4 is deleted and these rules will now apply.

Under Section **VII. Transition Program For Premium Changes Resulting From Revised Rating Procedures For Businessowners Program** is contained on Company Exception Page 57. The transition rule applies to policies being renewed with the ISO 2013 Businessowners Program. It is to be used for the determination of premiums for policies written on an annual basis.

Classification Table. We are adopting the 2013 Businessowners program and the revised classification table reflects these ISO changes. Classifications of business that we do not write are not included. Since we rate gasoline sales separately from other mercantile/service operations, classifications under convenience stores, grocery stores and auto service that include gasoline sales have been added. Additionally, we have added classifications for Contractor Lessor's Risk and Condominium Lessor's Risk for commercial other than office risks.

MISCELLANEOUS RATES

As noted above in the Rates Section, we have updated our Miscellaneous Rate Section to reflect revisions to the various rate tables found on pages BP-R-1 thru BP-R-11 dated February 2013, based upon our adoption of the ISO Multi-State Loss Costs from ISO Reference BP-2012-RLC12, along with the revisions due to our updated loss cost multipliers for both property and liability.

All other Company rules, minimum premiums and rating values remain unchanged with this filing submission.

FORMS

We are filing the following Company Endorsement revisions:

Endorsements that will continue to apply to this program with no changes include:

- **BO 00 08 01 08 Limitation Of Coverage – Real Estate Operations**
- **BO 00 12 01 08 Florists' Errors and Omissions Liability**
- **BO 00 33 01 08 Self-Storage Facilities Amendatory Endorsement**
- **BO 00 38 01 08 Additional Property Not Covered**
- **BO 00 40 10 03 Optometrists' Professional Liability Coverage**
- **BO 00 41 10 03 Optometrists' Professional Liability Coverage**
- **BO 00 43 12 11 Pesticide Or Herbicide Applicator Coverage (Ohio)**
- **BO 00 44 01 08 Statement Of Values**
- **BO 00 46 07 09 Ohio Changes**
- **BO 00 52 01 08 Exclusion – Medical Payments To Children – Preschool And Day-Care Centers**
- **BO 00 55 01 08 Fine Arts Coverage**
- **BO 00 60 02 13 Businessowners – Amendment Of Liability Coverage**
- **BO 00 63 07 09 Bailee Customers Floater Coverage – Dry Cleaners And Laundry Form**
- **BO 00 64 07 09 Schedule Of Coverages – Bailee Customers Floater**
- **BO 00 65 07 09 Fur Garment Endorsement**
- **BO 00 72 02 13 Limited Pollution Liability Extension**
- **IL 12 01 11 85 Policy Changes**
- **MI 00 01 03 95 General Endorsement**
- **MI 00 06 03 95 Minimum Premium Endorsement**
- **MI 00 20 10 03 Sunlamp Or Tanning Bed Or Booth Exclusion**
- **MI 00 22 06 98 Policies Subject To Audit**
- **MI 00 26 04 99 Mutual Policy Conditions**
- **MI 00 33 09 03 Named Driver Exclusion Endorsement**
- **MI 00 35 07 09 Dog/Domestic/Wild Animal Exclusion Endorsement**

Endorsements that have been withdrawn from this program include:

- **BO 00 11 10 03 Additional Insured – Grantor Of Franchise.** Will utilize ISO Endorsement BP 14 05 07 13 for this purpose.

- **BO 00 31 01 08 Customer's Goods – Legal Liability Endorsement.** Combined this endorsement into Company Endorsement BO 00 32 02 14 Self-Storage Facilities.
- **BO 00 34 01 08 Additional Insured – Owners, Lessees Or Contractors – Completed Operations.** Will utilize ISO Endorsement BP 14 02 07 13 for this purpose.
- **BO 00 35 01 08 Exclusion – Damage To Work Performed By Subcontractors On Your Behalf.** Will utilize ISO Endorsement BP 14 19 01 10 for this purpose.
- **BO 00 36 10 03 Exclusion – Damage To Work Performed By Subcontractors On Your Behalf – Designated Sites Or Operations.** Will utilize ISO Endorsement BP 14 20 01 10 for this purpose.
- **BO 00 54 01 08 Exclusion – Erroneous Delivery Or Mixture And Resulting Failure Of Seed To Germinate.** Will utilize ISO Endorsement BP 14 12 01 10 for this purpose.
- **BO 00 59 01 08 Identity Theft Expense Coverage.** Coverage has been incorporated into our BO 00 02 02 14 Businessowners Plus Endorsement and BO 00 57 02 14 Businessowners Platinum Plus Endorsement.

Endorsements that have been revised with this program submission include:

- **BO 00 01 02 14 Ordinance Or Law Coverage.** This optional endorsement contains editorial changes included in ISO endorsement BP 04 46 07 13 due to revisions in ISO Policy Provisions BP 00 03. This endorsement relates to the enforcement of ordinance or law as well as compliance with ordinance or law. If this coverage endorsement is added to a Fabricare policy, the following restriction applies and prints on the Schedule below the schedule entries: "Limit - Each coverage will be no more than 50% of the Limit Of Insurance that is shown in the Declarations as applicable to the damaged building."
- **BO 00 02 02 14 Businessowners Plus Endorsement.** This extension endorsement applies on a mandatory basis to all policies unless replaced by the broader BO 00 57 Businessowners Platinum Plus Endorsement. Refer to the Ohio Manual Rule Exception Page 22 for a listing of the coverage contained with this endorsement.
- **BO 00 03 02 14 Employee Benefits Liability Coverage.** This endorsement contains editorial changes to referenced paragraphs in the revised ISO Policy Provisions BP 00 03. These changes are based on changes contained in ISO endorsement BP 04 98 07 13. (*ISO's endorsement is a claims-made endorsement while ours is occurrence based*).
- **BO 00 09 02 14 Businessowners Policy Declarations.** The Businessowners Policy Declarations is redesigned to provide the policy coverage parts and premiums at the top of the page. Policy forms and endorsements applying to this coverage part are shown next. Under Section 1 – Property, each separate premises and building is shown on a separate page and includes the applicable property deductibles and any optional coverage/coverage extensions/additional coverages that apply to that premises and building. The Section II – Liability And Medical Expenses has some minor editorial changes. Several samples of the Section II – Liability and Medical Expenses Declarations pages are attached to show how the rating information for different classes of business will be displayed.
- **BO 00 13 02 14 Contractor Program – Extension Endorsement.** This endorsement, utilized under our company specialty program for contractors, is revised to delete the Personal Property Off Premises section. Amendment of Personal Property Off Premises is included in other Contractors' endorsements. The endorsement is attached on a mandatory basis to all Contractor Classifications as part of our Specialty Program unless the broader Company Endorsement BO 00 61 02 14 Contractor Program Plus – Extension Endorsement is purchased by the insured.

- **BO 00 14 02 14 Auto Service Program - Extension Endorsement.** This class-specific endorsement expands the extension provisions that are pertinent only to auto service shops which are not included in the mandatory attachment of Company Endorsements BO 00 02 02 14 and BO 00 60 02 13.
- **BO 00 15 02 14 Equipment Breakdown Enhancement Endorsement.** The language for this endorsement is specifically provided by the reinsurer that we utilize for our Equipment Breakdown Coverage, Mutual Boiler Re. They have updated the basic coverages for Equipment Breakdown to coincide with the ISO Businessowners 2013 edition and we are revising our enhancement endorsement as well.
- **BO 00 16 02 14 Garagekeepers Coverage.** This endorsement provides coverages for a vehicle which is in the care of the garage for the performance of garage operations. It is based largely on ISO endorsement CA 99 37 03 10 Garagekeepers Coverage.
- **BO 00 17 02 14 Car Wash Program – Extension Endorsement.** This class-specific endorsement contains the remaining extension provisions that are pertinent only to car washes written under the Auto Service Specialty Program which are not included in the mandatory attachment of Company Endorsements BO 00 02 02 14 and BO 00 60 02 13. We are clarifying coverage for damage to your product. Additionally, Mechanics Professional Liability is replaced by Mechanics' Errors And Omissions Liability. This endorsement is attached on a mandatory basis to all Car Wash Classifications.
- **BO 00 18 02 14 Contractors' Installation, Tools And Equipment Coverage.** This endorsement is used in our company specialty program for Contractors and is revised based on ISO endorsement BP 07 01 07 13 Contractors' Installation, Tools and Equipment Coverage. The Schedule has been removed and is incorporated into the Schedule on company endorsement BO 00 19 02 14 Contractors' Installation, Tools And Equipment Coverage Schedule.
- **BO 00 19 02 14 Contractors' Installation, Tools And Equipment Coverage Schedule.** This endorsement is also used in our company specialty program for Contractors. The schedule is revised to separately indicate the coverage items and the limits of insurance applicable. Changes are based on ISO BP 07 01 02 13 Contractor's Installation, Tools And Equipment Coverage. No page numbers appear on the filed endorsement since the schedule will "float" based upon the amount of coverage information entered.
- **BO 00 20 02 14 Small Church Program – Extension Endorsement.** This class-specific endorsement contains the extension provisions that are pertinent only to churches which are not included in the mandatory attachment of Company Endorsements BO 00 02 02 14 and BO 00 60 02 13. Some coverage limits within this endorsement are increased. The endorsement is attached on a mandatory basis to all Church Classifications as part of our Specialty Program.
- **BO 00 21 02 14 Personal Coverage Endorsement.** We are expanding coverage to included replacement costs on personal property as well as the special causes of loss. Previously the endorsement was on a broad form specified perils basis. The endorsement is based upon an ISO HO 00 04 with the HO 04 90 Personal Property Replacement Cost Loss Settlement and HO 05 24 Special Personal Property Coverage endorsements added. Besides the conditions in the endorsement itself, only the Common Policy Conditions will apply to the coverage provided in the endorsement.
- **BO 00 22 02 14 Sexual Acts Liability Coverage Endorsement.** This endorsement provides coverage for sums the covered person becomes legally obligated to pay as damages for sexual acts arising out of the operation of the insured organization. Some definition changes are made as well as some clarifications in what is not covered, including loss for failure to supervise or monitor an employed or appointed convicted sexual offender.

- **BO 00 23 02 14 Counseling Professional Liability Coverage Endorsement.** This optional endorsement provides coverage to insureds as defined in Who Is An Insured for errors and omissions in the professional counseling activities of the insured. Additional coverage is provided on behalf of covered persons (covered positions) when they become obligated to pay damages.
- **BO 00 32 02 14 Self-Storage Facilities.** The revised endorsement incorporates our current endorsements BO 00 32 01 08 Sale and Disposal Liability Endorsement and BO 00 31 01 08 Customer's Goods – Legal Liability Endorsement and renames the BO 00 32 02 14 as Self-Storage Facilities. Changes made to ISO endorsement BP 07 12 01 10 Self-Storage Facilities are also incorporated.
- **BO 00 37 02 14 Welfare And Pension Plan Coverage (ERISA).** A schedule is added to list all applicable Employee Benefit Plans. Additionally, we are clarifying that any payment we make for loss sustained by any Plan must be held for the use and benefit of the Plan or Plans sustaining the loss.
- **BO 00 42 02 14 Protective Safeguards.** This endorsement adds the hood-and-duct fire extinguishing system symbol "P-5" Automatic Commercial Cooking Exhaust And Extinguishing System as a protective safeguard.
- **BO 00 48 02 14 Employment Practices Liability Insurance Coverage Endorsement.** The language for this endorsement is specifically provided by the reinsurer that we utilize for our Employment Practices Liability Insurance Coverage, Hartford Steam Boiler. They have updated the basic coverages for Employment Practices to coincide with the ISO Businessowners 2013. Coverage is provided based on the original inception date rather than on a retroactive date. This is a claims-made and reported coverage endorsement.
- **BO 00 49 02 14 Commercial Employment Practices Liability Insurance Coverage Supplemental Declarations.** Changes are made to this Declarations page by our reinsurer, Hartford Steam Boiler, to coincide with changes made to the coverage endorsement.
- **BO 00 50 02 14 Supplemental Extended Reporting Period Endorsement.** The endorsement name and content are revised to align with the revised BO 00 48 02 14 Employment Practices Liability Insurance Coverage Endorsement. It provides for an extended reporting period of one year from the extended reporting effective date and displays the additional premium for the extended reporting period.
- **BO 00 53 02 14 Outdoor Fences Coverage.** The only change to this optional endorsement is to incorporate the exception for trees, shrubs or plants which are part of a vegetated roof, as made to ISO Businessowners Coverage Form BP 00 03 07 13 in Section I – Property, A.2. Property Not Covered.
- **BO 00 56 02 14 Spoilage Coverage – Contamination And/Or Power Outage.** Editorial changes made to ISO endorsement BP 04 15 07 13 have been incorporated into this optional endorsement.
- **BO 00 57 02 14 Businessowners Platinum Plus Endorsement.** This optional endorsement offers an expanded list of increased limits and coverage enhancements. This endorsement would replace Company Endorsement BO 00 02 09 13 Businessowners Plus Endorsement on the policy whenever it is purchased. For a listing and comparison of the coverages contained within this endorsement, refer to the Ohio Manual Exception Page 22.
- **BO 00 58 02 14 Hired Auto And Non-Owned Auto Liability Coverage (Including Hired Auto Physical Damage Coverage).** We utilize this endorsement in lieu of ISO endorsement BP 04 04 01 10 to provide automatic coverage for Hired Auto Physical Damage whenever Hired Auto Liability coverage is purchased. The Other Insurance clause in Section II – Common Policy Conditions

provides coverage on an excess basis over any primary insurance providing coverage for hired auto or non-owned auto as in ISO endorsement BP 04 04 01 10.

- **BO 00 61 02 14 Contractor Program Plus – Extension Endorsement.** This optional endorsement used in our specialty Contractors Program offers an expanded list of increased limits and coverage enhancements. It will replace Company Endorsement BO 00 13 09 13 Contractor Program – Extension Endorsement on the policy whenever it is purchased.
- **BO 00 62 02 14 Pet Services Professional Liability.** The name of this optional endorsement is changed to more accurately reflect that coverage applies to domestic animals. It is largely based on ISO endorsement BP 08 05 01 10 Veterinarian's Professional Liability.
- **BO 00 66 02 14 Fabricare Endorsement.** This endorsement is mandatory on the Fabricare Program. Under Property, Money and Securities, we will pay only for loss of property in any money-operated device, if the amount of money deposited is recorded by a continuous recording instrument in the device, up to \$1,000 per occurrence in lieu of the Money And Securities limit in the policy. We are additionally excluding autos under this coverage endorsement since autos are intended to be covered under garagekeepers coverage.
- **BO 00 67 02 14 Exclusion – Vandalism Or Malicious Mischief By A Tenant.** Some minor editorial changes are made.

Endorsements that are new to this program include the following:

- **BO 00 51 02 14 Contractors Errors And Omissions Coverage Endorsement Declarations.** This new Declarations page is provided by our reinsurer, Hartford Steam Boiler, for use with newly offered Contractors Errors And Omissions Coverage.
- **BO 00 73 02 14 CyberOne Coverage – Computer Attack And Network Security Liability.** This new optional endorsement provides coverage for data restoration costs, data recreation costs, system restoration costs, loss of business and public relations services as a result of a computer attack. Network security liability includes coverage for a suit initiated by a third party for breach of that party's business information, unintended propagation or forwarding of malware, or the unintended abetting of a denial of a service attack. Language specifically provided by reinsurer we utilize for this program, Hartford Steam Boiler.
- **BO 00 74 02 14 Contractors Errors And Omissions Coverage Endorsement.** An optional endorsement used in our Contractor Program, this endorsement fills Commercial Liability coverage gaps for your work, your product and impaired property by responding to third party losses caused by your failure to render contracting services. The language for this endorsement is specifically provided by the reinsurer that we utilize for our Contractors Errors And Omissions Coverage, Hartford steam Boiler.
- **BO 00 75 02 14 Apartment Buildings.** This endorsement is based on ISO endorsement BP 07 75 07 13 Apartment Buildings. However, the Reward Payment paragraph is deleted since similar coverage is provided in our BO 00 02 Businessowners Plus Endorsement or BO 00 57 Businessowners Platinum Plus Endorsement.
- **BO 00 76 02 14 Restaurant - Extension Endorsement.** Based on ISO endorsement BP 07 78 07 13 Restaurants, this endorsement applies to our newly offered Restaurant Program on a mandatory basis. The Reward Payment is deleted since similar coverage is provided in our BO 00 02 Businessowners Plus Endorsement or BO 00 57 Businessowners Platinum Plus Endorsement.

- **BO 00 77 02 14 Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Automatic Status When Required In Construction Contract Or Agreement.** This endorsement amends the Section II – Liability in cases where the insured affords coverage, either by agreement or contract, through his insurance policy to persons or organizations for whom the insured has performed operations. This optional endorsement is largely based on ISO BP 14 02 07 13 Additional Insured – Owners, Lessees or Contractors – Completed Operations.
- **BO 00 78 02 14 Underground Storage Tank Deductible Coverage (Ohio).** Provides coverage for underground storage tank deductible required as a result of a claim approved by the Petroleum Underground Storage Tank Release Compensation Board or eligible for payment from the Petroleum Underground Storage Tank Financial Assurance Fund.
- **BO 00 79 02 14 Voluntary Property Damage And Care, Custody Or Control Coverage Endorsement.** This company endorsement is based on a company General Liability endorsement GL 00 03 06 98. The endorsement defines the terms and conditions under which coverage is extended to apply to damage to property of others while in the insureds care, custody or control.
- **BO 00 80 02 14 Auto Service And Sales Plus Coverage Endorsement.** Provides coverage for a auto service facility which also has some auto sales exposure. Property coverages include False Pretense Coverage and Physical Damage – Autos Held For Sale By Non-Dealer. Coverage for Mechanics' Errors And Omissions Liability is also included.
- **BO 00 81 02 14 Office - Extension Endorsement.** Extends coverage in offices for credit or fund transfer card invoices; foundations, bridges, walks and patios; leasehold interest; and loss of keys. Our endorsement is largely based on a competitor form, IMT's Office Package Endorsement.
- **BO 00 82 02 14 Grocery And Convenience Store - Extension Endorsement.** This endorsement extends coverage at convenience or grocery stores for credit or fund transfer card invoices; inventory and appraisal expense; loss of keys; spoilage coverage – contamination and power outage; and food contamination. Our endorsement is largely based on a competitor form, IMT's Office Package Endorsement.
- **BO 00 83 02 14 Retail - Extension Endorsement.** This class-specific endorsement extends coverage to retail establishments under our Specialty Program. Coverages include brands and labels; credit card and fund transfer card invoices; foundations, bridges, walks and patios; inventory and appraisal expense; leasehold interest; and loss of keys. Section II liability is amended to extend coverage to apply for damage to the property of others while in your care, custody or control. Our endorsement is largely based on a competitor form, IMT's Office Package Endorsement.
- **BO 00 84 02 14 Service Station Endorsement.** Extends coverage to underground fuel storage tanks, the contents of such tanks and pumps, and piping and connections of such tanks, which are usual and necessary to the operation of an automobile service station. Our endorsement is largely based on a competitor form, Auto Owners Service Station Endorsement,
- **BO 00 85 02 14 Supplemental Extended Reporting Period Endorsement.** The language for this endorsement is specifically provided by the reinsurer that we utilize for our CyberOne coverage, Hartford Steam Boiler, and allows for an extended reporting of 1 year following the date shown in the schedule in which to give written notice to us of a network liability suit.
- **BO 00 86 02 14 Supplemental Extended Reporting Period Endorsement.** The language for this endorsement is specifically provided by the reinsurer that we utilize for our Contractors Errors And Omissions coverage, Hartford Steam Boiler, and allows for an extended reporting period of 1 year following the date shown in the schedule in which to give written notice of a claim for any wrongful acts.

State: Ohio

TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0002 Businessowners

Product Name: Businessowners

Project Name/Number: /

Filing Company:

The Celina Mutual Insurance Company

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/23/2013	Superseded/With drawn 02/18/2014	Rate	Businessowners Rate Pages (Company Exceptions)	02/06/2014	Businessowners Rate Pages (Company Exception).pdf (Superseded)
12/18/2013	Superseded/With drawn 02/18/2014	Rate	Businessowners Rules Pages (Company Exceptions)	02/06/2014	Businessowners Ohio Company Exception Pages.pdf (Superseded)
10/04/2013	Superseded/With drawn 02/18/2014	Rate	Businessowners Rate Pages (Company Exceptions)	12/23/2013	Businessowners Rate Pages.pdf (Superseded)
10/04/2013	Superseded/With drawn 02/18/2014	Rate	Businessowners Rules Pages (Company Exceptions)	12/18/2013	Businessowners Ohio Company Exception Pages.pdf (Superseded)
10/01/2013	Superseded/With drawn 02/18/2014	Form	Grocery And Convenience Store - Extension Endorsement	12/18/2013	BO 00 82 02 14.pdf (Superseded)
10/01/2013	Superseded/With drawn 02/18/2014	Form	Restaurant - Extension Endorsement	12/18/2013	BO 00 76 02 14.pdf (Superseded)
10/01/2013	Superseded/With drawn 02/18/2014	Form	Personal Coverage Endorsement	12/16/2013	BO 00 21 02 14.pdf (Superseded)

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7. POLICYWRITING MINIMUM PREMIUM

Minimum premium is \$450.

8. ADDITIONAL PREMIUM CHANGES

B. Waiver of Premium

Waive additional premium of \$15.00 or less.

9. RETURN PREMIUM CHANGES

B. Waiver of Premium

Waive return premium of \$15.00 or less.

However, any return premium requested by the insured must be granted.

23. PREMIUM DEVELOPMENT - MANDATORY COVERAGES

C. Premium Determination**6. Premium Determination****c. Additional Rating Considerations****(2) Swimming Pools**

The additional premium for each swimming pool is \$403.00.

28. OPTIONAL COVERAGES

A. Property Coverages**8.b. - Employee Dishonesty - BOP Plus**

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 15,000	\$ 17	\$ 2	\$ 2
\$ 25,000	\$ 42	\$ 4	\$ 6
\$ 30,000	\$ 54	\$ 4	\$ 7
\$ 50,000	\$ 92	\$ 7	\$12
\$100,000	\$162	\$10	\$23

Employee Dishonesty - BOP Platinum Plus

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 30,000	\$ 8	\$ 1	\$ 1
\$ 50,000	\$ 50	\$ 3	\$ 6
\$100,000	\$120	\$ 6	\$17

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28. OPTIONAL COVERAGES (Cont'd)

9.b. - Fire Department Service Charge - BOP Plus

Limit	Premium Per Location
\$ 7,500	\$2.00
\$10,000	\$4.00

Fire Department Service Charge - BOP Platinum

Limit	Premium Per Location
\$15,000	\$ 5.00
\$20,000	\$10.00
\$25,000	\$15.00

10.c. Forgery Or Alteration - BOP Plus

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 10,000	\$ 5	\$1	\$1
\$ 15,000	\$ 9	\$1	\$1
\$ 25,000	\$15	\$2	\$2
\$ 30,000	\$18	\$2	\$2
\$ 50,000	\$28	\$2	\$3
\$100,000	\$45	\$3	\$6

Forgery Or Alteration - BOP Platinum Plus

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 15,000	\$ 4	\$1	\$1
\$ 25,000	\$10	\$1	\$2
\$ 30,000	\$13	\$1	\$2
\$ 50,000	\$23	\$1	\$3
\$100,000	\$40	\$2	\$6

13.b.(1) Money And Securities

BOP Plus

	5,000/5,000		
Territory	Apartment	Office	Other
702	\$2	\$2	\$2
704, 711, 712	\$1	\$1	\$1
706	\$1	\$1	\$1
713, 714	\$2	\$2	\$2
715, 716	\$2	\$2	\$2
708, 709, 710, 717, 718, 719	\$1	\$1	\$1

	10,000/2,000		
Territory	Apartment	Office	Other
702	\$38	\$28	\$35
704, 711, 712	\$25	\$18	\$22
706	\$26	\$19	\$24
713, 714	\$42	\$31	\$38
715, 716	\$46	\$33	\$41
708, 709, 710, 717, 718, 719	\$26	\$19	\$23

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28. OPTIONAL COVERAGES (Cont'd)

	10,000/5,000		
Territory	Apartment	Office	Other
702	\$40	\$30	\$37
704, 711, 712	\$26	\$19	\$24
706	\$28	\$21	\$25
713, 714	\$44	\$33	\$40
715, 716	\$48	\$36	\$44
708, 709, 710, 717, 718, 719	\$27	\$20	\$25

	10,000/10,000		
Territory	Apartment	Office	Other
702	\$44	\$33	\$40
704, 711, 712	\$28	\$21	\$26
706	\$30	\$23	\$28
713, 714	\$48	\$36	\$44
715, 716	\$52	\$40	\$48
708, 709, 710, 717, 718, 719	\$29	\$22	\$27

	15,000/10,000		
Territory	Apartment	Office	Other
702	\$82	\$61	\$75
704, 711, 712	\$53	\$39	\$48
706	\$57	\$42	\$52
713, 714	\$90	\$67	\$82
715, 716	\$97	\$73	\$89
708, 709, 710, 717, 718, 719	\$55	\$41	\$51

BOP Platinum Plus

	10,000/10,000		
Territory	Apartment	Office	Other
702	\$4	\$3	\$3
704, 711, 712	\$2	\$2	\$2
706	\$2	\$2	\$3
713, 714	\$4	\$3	\$4
715, 716	\$4	\$4	\$4
708, 709, 710, 717, 718, 719	\$2	\$2	\$2

	15,000/10,000		
Territory	Apartment	Office	Other
702	\$42	\$31	\$38
704, 711, 712	\$27	\$20	\$24
706	\$29	\$21	\$27
713, 714	\$46	\$34	\$42
715, 716	\$49	\$37	\$45
708, 709, 710, 717, 718, 719	\$28	\$21	\$26

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28. OPTIONAL COVERAGES (Cont'd)

13.b.(4) 24 Hour Operations

Money And Securities - 24 Hour Operations Charge		
Territory	BO 00 02	BO 00 57
702	\$72	\$ 86
704, 711, 712	\$47	\$ 54
706	\$51	\$ 58
713, 714	\$79	\$ 94
715, 716	\$86	\$102
708, 709, 710, 717, 718, 719	\$49	\$ 58

14. b. Outdoor Signs

Rate per \$100 of Sign Value \$2.57

29. ENDORSEMENTS

A. Property Endorsements

4. d. Computer Fraud And Funds Transfer Fraud Coverage

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 25,000	\$ 45	\$5	\$ 5
\$ 50,000	\$ 71	\$6	\$ 8
\$100,000	\$104	\$8	\$13

5. c. Condominium Commercial Unit-owners Optional Coverages

Limit	Rate
\$ 1,000	\$ 7
\$ 5,000	\$12
\$10,000	\$15
Each Add'l \$5,000	\$ 2

Increased Sub-limit For Condominium Association Deductible	Rate
Each Additional \$1,000 up to \$5,000	\$5
Each Additional \$1,000 from \$5,000 to \$10,000	\$2
Each Additional \$1,000 over \$10,000	\$1

**Condominium Commercial Unit-owners Loss Assessment-
Increased-Increased Sub-limit For Condominium Association
Deductible Premium Determination**

Miscellaneous Real Property - \$1.00 per \$100

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29. ENDORSEMENTS (Cont'd)

11. Food Contamination

c. Premium Determination

The additional premium for food contamination is \$54.00

e. Optional Higher Limits of Insurance

(1) Business Income/Extra Expense

The additional rate (per \$100) for Business Income and Extra Expense is \$0.43

(2) Additional Advertising Expenses

The additional rate (per \$100) for Additional Advertising Expenses is \$0.11

21. Spoilage Coverage

d.(2) Spoilage Coverage

Classification	Rate
1	0.78
2	0.87
3	1.09

23.d. Utility Services - Direct Damage

(1) Properties Providing Water, Communication And Power Supply Services

Cause of Loss	Public	Other than Public Utilities
Other Than Earthquake Building	0.039	0.077
Personal Property	0.049	0.098
Earthquake	0.009	0.015

(2) Overhead Power Transmission And Overhead Communication Lines

Cause of Loss	Rate
Other Than Earthquake Building	0.021
Personal Property	0.039
Earthquake	0.036

24.d. Utility Services - Time Element

(2) Power Supply, Water Supply And Wastewater Removal Properties

Cause of Loss	Rate
Other Than Earthquake	0.036
Earthquake	0.019

(3) Communications Supply Properties

Cause of Loss	Rate
Other Than Earthquake	0.126
Earthquake	0.060

(4) Overhead Power Transmission And Overhead Communication Lines

Cause of Loss	Rate
Other Than Earthquake	0.098
Earthquake	0.060

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29. ENDORSEMENTS (Cont'd)

26.c.1. Water Back-up Of Sewer Or Drains

BOP Plus	
\$10,000	\$ 40
\$15,000	\$ 65
\$25,000	\$ 90
\$50,000	\$170

Platinum Plus	
\$15,000	\$ 25
\$25,000	\$ 50
\$50,000	\$140

26.c.2. Water Back-up Of Sewer Or Drains - Business Income

BOP Plus	
\$10,000	\$ 38
\$15,000	\$ 62
\$25,000	\$ 86

Platinum Plus	
\$15,000	\$ 24
\$25,000	\$ 48

30.d. Theft of Clients' Property

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 5,000	\$11	\$2	\$1
\$10,000	\$17	\$2	\$1
\$15,000	\$21	\$3	\$2
\$25,000	\$29	\$4	\$4

B. Liability Endorsements

5. Electronic Data - BP 05 95

Rate of \$2.63

6.a.(3) Employee Benefits Liability

Limit	Flat Charge
\$ 300,000/\$ 600,000	\$154
\$ 500,000/\$1,000,000	\$168
\$1,000,000/\$2,000,000	\$188
\$1,000,000/\$3,000,000	\$191
\$2,000,000/\$4,000,000	\$216

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29. ENDORSEMENTS

11.c. Hired Auto And Non-owned Auto Liability

(1) Premium

Coverage	Rate*
Hired Auto Liability (Including Physical Damage)	\$76.00/year
Non-owned Auto Liability	\$93.00/year
*For \$300,000/\$600,000 limit of insurance.	

(2) Optional Higher Limits Factors

Limit	Factor
\$ 500,000/\$1,000,000	1.090
\$1,000,000/\$2,000,000	1.220
\$1,000,000/\$3,000,000	1.240
\$2,000,000/\$4,000,000	1.360

No other premium modification applies.

13.c Liquor Liability Coverage

Liquor Liability Limit	Rate Per \$1,000 Of Sales		Minimum Premium	Credit for TIPS Program*
	Conv./ Grocery	Pkg./ Liquor		
\$ 50,000/ \$ 100,000	1.30	0.72	170	0.90
\$ 100,000/ \$ 200,000	1.58	0.87	205	0.90
\$ 300,000/ \$ 600,000	2.20	1.21	290	0.90
\$ 500,000/ \$1,000,000	2.54	1.40	365	0.90
\$1,000,000/ \$2,000,000	3.03	1.67	450	0.90
*or similar state-certified program for servers of alcohol				

14.c. Medical Expenses Exclusion Factor

Factor	.030

23. c. Snow Plow Products - Completed Operations Hazard Coverage

Limit of Liability	Rate per \$1,000 payroll
\$ 300,000/\$ 600,000	\$13.00
\$ 500,000/\$1,000,000	\$14.50
\$1,000,000/\$2,000,000	\$16.50
\$1,000,000/\$3,000,000	\$17.00
\$2,000,000/\$4,000,000	\$19.00

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29. ENDORSEMENTS

C. Additional Insured Endorsements

1. Apartment and Office - \$9 year
2. Mercantile, Eligible Wholesale or Processing And Service Risks - \$27 year
3. Eligible Contractors, Church and Auto Service Risks

Limit	Premium Per Add'l Insured
\$ 300,000/\$ 600,000	\$40
\$ 500,000/\$1,000,000	\$45
\$1,000,000/\$2,000,000	\$50
\$1,000,000/\$3,000,000	\$51
\$2,000,000/\$4,000,000	\$58

These charges apply for each designated location and for each additional insured.

D. Endorsements Applicable To Specific Classes

Professional Liability Rates are not subject to any further modification, and are included in the calculation of the Policy Minimum Premium

3. Professional Liability Endorsements

a.(3) Barber Shops And Hair Salons

	\$300/ \$600	\$ 500/ \$1,000	\$1,000/ \$2,000	\$1,000/ \$3,000	\$2,000/ \$4,000
Barber					
Full-time	\$20	\$25	\$30	\$31	\$35
Part-time	\$ 9	\$11	\$15	\$16	\$17
Beautician					
Full-time	\$40	\$45	\$52	\$53	\$65
Part-time	\$20	\$22	\$26	\$27	\$32

b.(3) Beauty Salons

	\$300/ \$600	\$ 500/ \$1,000	\$1,000/ \$2,000	\$1,000/ \$3,000	\$2,000/ \$4,000
Operator					
Full-time	\$50	\$55	\$62	\$63	\$75
Part-time	\$25	\$28	\$31	\$32	\$37
Manicurist					
Full-time	\$25	\$28	\$31	\$32	\$41
Part-time	\$13	\$14	\$16	\$17	\$22

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29. ENDORSEMENTS

c.(3) Funeral Directors

Limit	Rate per Location
\$ 300,000/\$ 600,000	\$ 75
\$ 500,000/\$1,000,000	\$100
\$1,000,000/\$2,000,000	\$120
\$1,000,000/\$3,000,000	\$125
\$2,000,000/\$4,000,000	\$140

d.(3) Optical and Hearing Aid Establishments

Limit	Per Each Professional
\$ 300,000/\$ 600,000	\$ 70
\$ 500,000/\$1,000,000	\$ 78
\$1,000,000/\$2,000,000	\$ 92
\$1,000,000/\$3,000,000	\$ 95
\$2,000,000/\$4,000,000	\$130

e.(1)(c) Pharmacists Endorsement BP 08 07

Limit	Pharmacist Per \$1,000 Of Annual Gross Sales BP 08 07
\$ 300,000/\$ 600,000	\$0.66
\$ 500,000/\$1,000,000	\$0.76
\$1,000,000/\$2,000,000	\$0.87
\$1,000,000/\$3,000,000	\$0.88
\$2,000,000/\$4,000,000	\$0.98

e.(2)(c) Pharmacists - Broad Form Coverage Endorsement BP 08 06

Limit	Pharmacist Per \$1,000 Of Annual Gross Sales BP 08 06
\$ 300,000/\$ 600,000	\$.73
\$ 500,000/\$1,000,000	\$.84
\$1,000,000/\$2,000,000	\$.96
\$1,000,000/\$3,000,000	\$.98
\$2,000,000/\$4,000,000	\$1.09

f.(3) Printer's Errors And Omissions

Limit	Rate Per Location
\$ 300,000/\$ 600,000	\$ 90
\$ 500,000/\$1,000,000	\$100
\$1,000,000/\$2,000,000	\$125
\$1,000,000/\$3,000,000	\$127
\$2,000,000/\$4,000,000	\$144

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29. ENDORSEMENTS

g. Veterinarians Professional Liability

(1) Charge the rate for each licensed veterinarian.

(2) Additional Charges:

- (a)** Charge the Partnership Liability rate for each partner or member of the partnership, except if the partner/member is a licensed veterinarian, charge the Licensed Veterinarian rate.
- (b)** If a Professional Corporation or Association, charge the Partnership Liability rate for each stockholder or officer. (If the professional corporation, or association consists of a single individual, charge just the Licensed Veterinarian rate).
- (c)** Charge the Employed Person rate for an individual who handles or performs services on the animals.

Veterinarians

	\$300/ \$600	\$ 500/ \$1,000	\$1,000/ \$2,000	\$1,000/ \$3,000	\$2,000/ \$4,000
Licensed Veterinarian	\$140	\$155	\$185	\$188	\$213
Partnership Liability	\$30	\$35	\$40	\$41	\$46
Employed Person	\$40	\$45	\$55	\$56	\$63

h.(3) Florists

Limit	Flat Charge
\$ 300,000/\$ 600,000	\$30
\$ 500,000/\$1,000,000	\$50
\$1,000,000/\$2,000,000	\$60
\$1,000,000/\$3,000,000	\$61
\$2,000,000/\$4,000,000	\$70

i.(3) Pet Services

Limit	Rate
\$ 300,000/\$ 600,000	\$30
\$ 500,000/\$1,000,000	\$35
\$1,000,000/\$2,000,000	\$40
\$1,000,000/\$3,000,000	\$41
\$2,000,000/\$4,000,000	\$46

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29. ENDORSEMENTS

j. Optometrists Professional Liability

(1) Single limit of coverage

(a) Charge the rate for the first Optometrist

(b) Additional charge

1. Charge for each additional Optometrist

2. Charge the partnership/ corporation rate for each partner or member of the partnership, each stockholder or officer except if the partner/member/officer is an optometrist, charge the optometrist rate.

(2) Separate limit of coverage

(a) Charge the rate for the first Optometrist multiplied by the total number of optometrists

(b) Additional Charges

1. Charge the partnership/ corporation rate for each partner or member of the partnership, each stock-holder or officer except if the partner/member/officer is an optometrist, charge the optometrist rate.

j.(3) Optometrists

	\$300/ \$600	\$ 500/ \$1,000	\$1,000/ \$2,000	\$1,000/ \$3,000	\$2,000/ \$4,000
1 st Optometrist (single limit)	\$150	\$170	\$200	\$205	\$250
1 st Optometrist (separate limit)	\$150	\$170	\$200	\$205	\$250
Each Additional Optometrist	\$ 70	\$ 78	\$ 90	\$ 95	\$150
Partnership/ Corporation Liability	\$ 35	\$ 40	\$ 45	\$ 46	\$ 52

**D.5.f. Condominiums, Co-ops, Associations - Directors And Officers Liability
Endorsement**

	D & O Limit Of Liability				
# of units	300,000	500,000	1,000,000	2,000,000	Minimum Premium
1-25	172	195	230	265	172
26-50	221	239	279	382	221
51-75	277	302	349	473	277
76-100	327	345	394	541	327
101-125	401	436	506	801	401
126-150	423	452	525	836	423
150-200	478	508	585	871	478

I. DEVIATIONS TO ISO GENERAL RULES

Application of Celina Program

The Celina Businessowners Plus Program incorporates the ISO Division Ten - Businessowners Subdivision Rules, Loss Costs and Forms, subject to Celina's deviations and/or special program Rules, Rates and Forms.

A multiplier of 2.14 for Property and 1.61 for Liability is applicable to all published ISO Loss Costs.

A. Rule 3. Effective Date

The following is added to this rule:

We will notify you whenever a revision applies to this program. The effective date will be the date listed in our Agent's Information notice.

B. Rule 4. Policy Term

Rule 4. is replaced entirely by the following:

The Businessowners Policy may be written:

1. For one year, and renewed annually by a Renewal Certificate or Declarations; or
2. For a three-year policy period, with annual installments, and premiums computed for each annual payment period on the basis of the annual rates in effect at the inception of the policy period.
3. Attach Calculation of Premium Endorsement **BP 05 01** to annual premium payment plan and continuous policies.

C. Rule 8. Additional Premium Changes

Rule **8.A.2.** is deleted and replaced by the following:

2. Compute the additional premium for all changes using the rates and rules in effect on the effective date of the policy period.

D. Rule 11. Protective Devices or Services

The last sentence of this rule is deleted and replaced by the following:

Apply a factor of .985 to the final Business Personal Property rate and use Protective Safeguards Endorsement **BO 00 42**.

II. DEVIATIONS TO ISO COVERAGE FORM RULES

Rule 16. Mandatory Forms, Coverage And Limits

1. The following is added to Paragraph **16.B.1.a.**:

Additionally, coverage is also included for Equipment Breakdown.

2. Under **Tenant's Fire Liability Coverage**, Paragraph **16.B.1.c.(3)** is amended to read \$100,000 in lieu of \$50,000.
3. Rule **16.B.4.** is deleted. Refer to the Celina Specialty Contractor Program under Section **V**.
4. Rule **16.B.5.** is deleted in its entirety and not replaced.

Rule 16. Mandatory Forms, Coverage And Limits (Cont'd)

5. Rule **16.B.6.** is deleted and replaced by Rule **29.F.**

6. Rule **16.B.7. and 16.B.9** are deleted.

Refer to the Celina Specialty Preferred Self-Storage Facilities Program under Section **V.**

7. The following is added to Rule **16.B:**

9. Office - Extension Endorsement

When insuring eligible office risks, Endorsement **BO 00 81** must be attached. This endorsement revises several provisions of the property coverages as follows:

a. Description Of Coverage

This endorsement provides coverage for:

- Credit or Fund Transfer Card Invoices - \$5,000;
- Foundations, Bridges, Walks and Patios - \$10,000;
- Leasehold Interest - \$10,000;
- Loss of Keys - \$1,000.

b. Endorsement

Office - Extension Endorsement **BO 00 81** is attached to all Office Risks.

10. Grocery And Convenience Store - Extension Endorsement

a. Description Of Coverage

This endorsement provides coverage for:

- Credit or Fund Transfer Card Invoices - \$5,000;
- Inventory And Appraisal Expense - \$1,000;
- Loss of Keys - \$1,000;
- Spoilage - Contamination and power outage - \$10,000;
- Food Contamination - \$10,000.

b. Optional Limits

The limit of insurance for the following coverages may be increased:

(1) Food Contamination

The \$10,000 limit of insurance for business income expenses incurred as a result of the insured's business at described premises being ordered closed by the Board of Health or another governmental authority may be increased. The \$3,000 limit of insurance for additional advertising expense may also be increased.

(2) Spoilage - Contamination and Power Outage

The \$10,000 per occurrence limit of insurance for loss resulting from spoilage - contamination and power outage may be increased. Spoilage coverage due to mechanical breakdown is automatically provided under the Equipment Breakdown Enhancement Endorsement at a limit of \$100,000.

c. Endorsement

Grocery And Convenience Store - Extension Endorsement **BO 00 82** is attached to all Grocery and Convenience Store Classes that are applicant occupied.

Rule 16. Mandatory Forms, Coverage And Limits (Cont'd)

d. Premium Determination

- (1) For each location where coverage applies, charge a premium of \$50 for Endorsement **BO 00 82**.
- (2) For each location where an optional increased limit of food contamination coverage or advertising expense applies, refer to Rules **29.A.11.e.(1)** and **29.A.11.e.(2)** to determine the additional premium.
- (3) For each location where an optional increased limit of spoilage - contamination and power outage coverage applies, refer to the Rule **29.A.21.d.(2)** to determine the additional premium.

11. Retail - Extension Endorsement

When insuring eligible retail risks, Endorsement **BO 00 83** must be attached. This endorsement revises several provisions of the property and liability coverages as follows:

a. Description Of Coverage

This endorsement provides coverage for:

- Brands and Labels;
- Credit or Fund Transfer Card Invoices - \$5,000;
- Foundations, Bridges, Walks and Patios - \$10,000;
- Inventory and Appraisal Expense - \$1,000;
- Leasehold Interest - \$10,000;
- Loss of Keys - \$1,000;
- Voluntary Property Damage - \$5,000.

b. Endorsement

Retail - Extension Endorsement **BO 00 83** is attached to all Mercantile Risks that are applicant occupied

12. Attach the following endorsements to all Businessowners policies:

- BO 00 02** Businessowners Plus Endorsement*
- BO 00 15** Equipment Breakdown Enhancement Endorsement
- BO 00 46** Ohio Changes
- BO 00 48** Employment Practices Liability Insurance Coverage Endorsement - If this coverage is not desired, an EPL waiver must be completed and signed by the named insured.
- BO 00 60** Businessowners - Amendment Of Liability Coverage
- BP 04 17** Employment-Related Practices Exclusion (when EPL coverage is waived)
- BP 04 54** Newly Acquired Organizations
- BP 10 05** Exclusion - Year 2000 Computer-Related And Other Electronic Problems
- MI 00 06** Minimum Premium Endorsement
- MI 00 22** Policies Subject To Audit
- MI 00 26** Mutual Policy Conditions

* May be replaced by **BO 00 57** Businessowners Platinum Plus Endorsement when an additional premium is shown on the policy.

Rule 16. Mandatory Forms, Coverage And Limits (Cont'd)

8. Rule **16.C.** is revised to delete all reference to **BP DS 01** and replace with **BO 00 09**.
9. Rule **16.D.** is revised to delete all reference to **BP 12 01** and replace with **IL 12 01**.

III. DEVIATIONS TO ISO RATING AND ELIGIBILITY RULES

A. Rule 21. Blanket Insurance

The following is added to Paragraph **A.**:

Use Statement of Values Endorsement **BO 00 44**.

B. Rule 22. Eligibility

This rule is amended as follows:

1. Refer to the Celina Specialty Programs under Section **V.** for the eligibility, rules, and forms applicable to Contractors, Churches, Automobile Service Or Repair classifications, Restaurant, Fabricare and Self-Storage Facilities.
2. Motels are ineligible occupancies. All references to their eligibility and/or classification in this rule are deleted.
3. Under Rule **22.A Eligible Occupancies**, the annual gross sales at each location is changed to \$8,000,000 and the square feet is amended to 50,000.
4. Under Rule **22.A.1 Apartments (Including Residential Condominium Associations)a.(2)** the square feet is amended to 50,000.
5. Under Rule **22.A.4.b.(1)** the minimum square feet is changed to 1,000.
6. Under Rule **22.A.4.c.(1)** the minimum square feet is changed to 4,000.
7. Under Rule **22.A.7.a(2)** and **22.A.7.b** the square feet is changed to 50,000.

C. Rule 23. Premium Development - Mandatory Coverages

This rule is amended as follows:

1. Refer to the Company Specialty Programs for the premium development applicable to Contractors, Churches, Automobile Service Or Repair, Restaurant, Fabricare and Self-Storage Facilities.
2. Motels are ineligible occupancies. All reference to their premium determination in this rule is deleted.
3. Paragraph **23.A.2.d.** is deleted and replaced with the following:
 - d. For limits of insurance not displayed in the manual, use the factor in which the limit of insurance selected is below the limit shown in the table. Refer to the following example:
 - (1) Example: If the selected building limit of insurance is \$315,000, the nearest factor below the selected limit is \$325,000. For \$325,000, under Group A, the factor is .812.

Rule 23. Premium Development - Mandatory Coverages (Cont'd)

4. Paragraph **23.A.4. Applicable To Convenience Food Stores/Grocery Stores/Supermarkets/Restaurants With Gasoline Sales** is replaced with the following:

4. The exposure base for mandatory liability premium determination is dependent upon the combination of occupancies selected for combined Convenience Food/Gasoline Stores/Grocery Stores/Supermarkets/Restaurants with Gasoline Sales (Limited Cooking and Fast Food) risks. Refer to the Businessowners Classification Table. When determining the amount of annual gross sales for occupancies with gasoline stores, do not include the amount of gasoline sales in the calculation. For gasoline exposures determine the sales for gasoline by gallons of gas sold and calculate the liability premium separate from the convenience store combined occupancies. The following liability relativity factor is added:

Class Group (LOI) Occupant Liability	Factor
.45	.177

5. The following is added to Rule **23.A.**:

7. Applicable to Apartments

A minimum fixed deductible of \$1,000 is to apply per location.

6. Rule **23.C.2. Rating Territory** is amended by adding the following territory code and additional territory factors for all Territories:

Zip Code Territory Code

44512	719
44514	719
44515	719

Territory 719 will be rated the same as Territory 709 - Remainder of State.

TERRITORY	BLDG	BPP
702	0.820	0.722
704	0.700	0.706
706	0.663	0.714
708	0.683	0.688
709	0.778	0.685
710	0.790	0.699
711	0.792	0.691
712	0.878	0.768
713	0.607	0.732
714	0.665	0.668
715	0.674	0.689
716	0.661	0.707
717	0.829	0.723
718	0.705	0.676
719	0.778	0.685

7. Paragraph **23.C.3. Building Construction** is amended as follows: Classify buildings according to the construction types in Paragraphs **3.a.** through **3.g.** Refer to Table **23.C.3.(RF)** for corresponding building construction relativities. If the buildings are Apartments, Condominiums or Institutions, and they have Brick or Stone Veneer construction, they shall be considered Joisted Masonry construction for rating purposes.

Rule 23. Premium Development - Mandatory Coverages (Cont'd)

In addition, apply the following factors to all buildings except those rated under the Contractors, Churches and Automobile Service/Car Wash classifications:

Building Age	Factor
<5	.85
6 - 10	.90
11 - 20	.95
21- 30	1.00
31 - 40	1.05
41 - 50	1.10
51 - >	1.25

8. The following is added to Rule 23.C.:

C.8. Businessowners Policy Premium Size Discount

Businessowners policies with a total annual premium of \$1,000 or more are eligible for a premium size discount. Total annual premium will be the premium for all lines of business after the application of any Package Modification Factors and/or Company Deviations.

Determine the discount from the Table

Package Premium	Percent
\$ 1,000 - 2,000	4
\$ 2,001 - 3,000	5
\$ 3,001 - 6,000	6
\$ 6,001 - 10,000	8
\$10,001 - 15,000	10
\$15,001 - 20,000	12
\$20,001 - 25,000	14
\$25,001 and over	16

- D. Rule 24. **Deductibles** is amended as follows:

1. Rule 24.B.2.a. is deleted.
2. Rule 24.D.3. under **Property Damage Liability Deductibles** is replaced by the following:
3. **Rules**

For contractors classifications that include: carpet cleaning, janitorial services, painting operations, window cleaning, excavation, pressure washing, residential roofers, handy-persons and car wash classifications, and new ventures/no prior insurance:

- a. A mandatory property damage liability deductible of \$500 per claim applies;
- b. A deductible factor does not apply.

IV. DEVIATIONS TO ISO OPTIONAL COVERAGE RULES

1. Rule 28. **Optional Coverages** is amended as follows:

- a. Under **Rule 28.A.1 Property Coverages - Accounts Receivable**, the following is added to Paragraph b.:

Apply the developed rate by the Accounts Receivable limit of insurance (per \$100) in excess of \$15,000 when **BO 00 02** - Businessowners Plus Endorsement is attached; in excess of \$25,000 when **BO 00 57** - Businessowners Platinum Plus Endorsement is attached.

Rule 28. Optional Coverages (Cont'd)

- b. Rule 28.A.3. is deleted and replaced by the following:

3. Automatic Increase In Insurance

a. Description Of Coverage

The limit of insurance under the Businessowners Policy applicable to the building and business personal property is automatically increased during the policy period by an annual percentage shown in the Declarations. This percentage is 2% unless a higher percentage is shown in the Declarations.

There is no option to eliminate this coverage feature.

b. Rating Procedure

When a higher percentage is shown, multiply the Building premium determined in Rule 23.C.6.a.(3)(a) by the appropriate factor shown below:

Amount of Annual Increase	Factor
4%	1.005
6%	1.010
8%	1.015
10%	1.020
12%	1.030
14%	1.040
16%	1.050

Table 28.A.3.b.(RF) Automatic Increase In Insurance Factors

- c. Rule 28.A.4. **Business Income From Dependent Properties**, the following is added to Paragraph b.:

If **BO 00 57** - Businessowners Platinum Plus Endorsement is attached apply the developed rate by the Business Income From Dependent Properties limit of insurance (per \$100) in excess of \$10,000.

- d. Rule 28.A.6. **Business Income (Extended) - Extended Period Of Indemnity**, the following is added to Paragraph b.:

If **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, develop the additional premium by multiplying the developed premium by the factor shown in Table 28.A.6.b.(2), Extended Period Of Indemnity Factors - BOP Platinum.

Number of Days*	Factor
90	0.005
120	0.010
150	0.020
180	0.030
270	0.035
360	0.040
*Interpolation Not Permitted	

Table 28.A.6.b.(2)

Rule 28. Optional Coverages (Cont'd)

- e. Rule **28.A.8. Employee Dishonesty** is amended as follows:

(1) Paragraph **a.** is replaced with the following:

a. Description Of Coverage

Coverage is available for dishonest or fraudulent acts of the insured's employees at optional limits of \$15,000, \$25,000, \$30,000, \$50,000 or \$100,000 per occurrence.

When **BO 00 02** - Businessowners Plus Endorsement is attached a per occurrence limit of \$10,000 is automatically included; or **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, a per occurrence limit of \$25,000 is automatically included.

(2) Paragraph **b.(6)** is deleted in its entirety.

- f. Rule **28.A.9. Fire Department Service Charge**, the following is added to Paragraph **b.:**

When **BO 00 02** - Businessowners Plus Endorsement is attached a per occurrence limit of \$5,000 is included; or **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, a per occurrence limit of \$10,000 is included.

- g. Rule **28.A.10. Forgery Or Alteration**, the following is added to Paragraph **c.:**

If **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, develop the additional premium by multiplying the developed premium by the factor shown in Table **28.A.10.c.(2)**, Forgery Or Alteration - BOP Platinum.

- h. Rule **28.A.12. Equipment Breakdown Protection Coverage** is deleted and not replaced. Refer to mandatory Company Endorsement **BO 00 15** for Equipment Breakdown coverages.

- i. Under Rule **28.A.13. Money And Securities**, Paragraph **b.(2)** is replaced by the following and Paragraph **b.(4)** is added:

b.(2) For each location for which optional, higher limits apply, charge the state company rate for the limits of insurance selected. Basic limits of \$5,000 Inside The Premises/\$2,000 Outside The Premises are automatically included in the **BO 00 02** - Businessowners Plus Endorsement. When **BO 00 57** - Businessowners Platinum Plus Endorsement is attached limits of \$10,000 Inside the Premises/\$5,000 Outside The Premises are included.

b.(4) 24 Hour Operations

- (a) If the location has 24 hour operations, add the additional premium per location shown in the state rate pages if **BO 00 02** or **BO 00 57** is attached.
- (b) If the location has 24 hour operations, with no lock box on premises and the optional higher limit is selected, apply a factor of 1.50 to the premium developed in **13.b.(1)** and **(2)**.

Rule 28. Optional Coverages (Cont'd)

j. Under Rule 28.A.14. Outdoor Signs

The following is added to **a.**:

Coverage for Outdoor Signs is automatically included in the **BO 00 02** - Businessowners Plus Endorsement at a limit of \$5,000. When **BO 00 57** - Businessowners Platinum Plus Endorsement is attached a limit of \$10,000 is included.

b.(2) is deleted and replaced by the following:

Multiply the state rate by the additional limit of insurance (per \$100) to determine the additional premium.

k. Rule 28.A.15. Valuable Papers And Records, the following is added to Paragraph **b.**:

If **BO 00 57** - Businessowners Platinum Plus Endorsement is attached apply the developed rate by the limit of insurance (per \$100) in excess of \$25,000.

l. Rule 28.A.16. Outdoor Property is amended as follows:

(1) Paragraph **a.** is replaced with the following:

a. Description of Coverage

When **BO 00 02** - Businessowners Plus Endorsement a per occurrence limit of \$5,000 is included. When **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, a per occurrence limit of \$10,000 is included. Coverage may be increased to a higher limit reflected in the declarations.

m. Under Rule 28.A.17. Business Personal Property Temporarily in Portable Storage Units Paragraph **b.** is replaced by the following:

b. Premium Determination

The \$10,000 limit of insurance may be increased by a Declarations entry. Develop the additional premium for Business Personal Property Temporarily In Portable Storage Units Coverage by multiplying the Business Personal Property rate determined in Rule **23.C.6.a.(2)(c)(viii)** by a factor of .60. Multiply the result by the BPP Temporarily In Portable Storage Units limit of insurance (per \$100) in excess of \$10,000.

n. The following is added to Rule 28.A:

If **BO 00 02** - Businessowners Plus Endorsement or **BO 00 57** - Businessowners Platinum Plus Endorsement is attached Identity Theft Expense is included.

a. Description Of Coverage

Coverage for Identity Theft Expense in excess of \$2,500 is available in order to provide expense coverage for expenses that can occur due to identity theft or a database security breach. This coverage is automatically included in the **BO 00 02** - Businessowners Plus Endorsement. When **BO 00 57** - Businessowners Platinum Plus Endorsement is attached limits of \$5,000 are included.

Rule 28. Optional Coverages (Cont'd)

b. Premium Determination

Refer to the Identity Theft Expense rate in the applicable table below to determine the premium.

Identity Theft Expense - Optional Limits And Premiums - BOP Plus

Limit	\$5,000	\$10,000	\$15,000
Identity Theft Expense	\$10	\$20	\$30

Identity Theft Expense - Optional Limits And Premiums - BOP Platinum

Limit	\$10,000	\$15,000
Identity Theft Expense	\$10	\$20

- o.** Under Rule **28.B.1.** the basic limit is automatically increased from \$50,000 to \$100,000. The remaining optional higher limits for Broadened Coverage For Damage To Premises Rented To You Endorsement **BP 04 55** still apply.

2. Rule 29. Endorsements are amended as follows:

a. Rule 29.A.15.c. Loss Of Rental Value - Landlord As Designated Payee, Premium Determination

Rate is determined by multiplying the final building rate by a factor of .55. The Loss Of Rental Value rate is then multiplied by annual rents in hundreds to determine the premium.

b. Rule 29.A.18. Mold - Fungi, Wet Rot Or Dry Rot is amended as follows:

(1) Paragraph **b.(1)(c)** is deleted in its entirety.

(2) Paragraph **b.(2)** is replaced by the following:

(2) Premium Determination

The following provisions apply to the use of Changes - Limited Fungi Coverage Endorsement **BP 05 76**:

- (a)** To increase the \$15,000 sub-limit, charge the premium indicated below for the increased limit selected:

Limit	Premium
\$20,000	\$ 50
\$25,000	\$ 75
\$30,000	\$100
\$35,000	\$125
\$40,000	\$150
\$50,000	\$200

- (b)** If the Schedule indicates that the \$15,000 (or higher) limit applies to separate premises or locations, multiply the number of premises or locations by the applicable premium shown for the increased limit selected.

c. Rule 29.A. Paragraph 20. Ordinance Or Law Coverage is replaced with the following:

20. Ordinance Or Law Coverage

a. Description

This coverage provides an additional amount of insurance when a building ordinance or law requires the insured to repair or replace to conform to building codes. It also provides for loss of value of an undamaged portion of the remaining structure not actually damaged.

Rule 29. Endorsements (Cont'd)

b. Endorsement

Use Ordinance Or Law Coverage Endorsement **BO 00 01**.

c. Rules

(1) Coverage applies to building specified in the Schedule of Ordinance Or Law Coverage Endorsement **BO 00 01**.

(2) Coverages **1, 2, 3** and **4** are described in Paragraph **d**. Coverage may be purchased under Endorsement **BO 00 01** for:

(a) Coverage **1** only; or

(b) Coverage **3** only; or

(c) Coverage **1** and **2**; or

(d) Coverage **1, 2** and **3**.

(e) Coverage **4** applies only if **1, 2** and **3** are all chosen by entry in the Schedule.

Indicate the applicable coverage(s) in the Schedule of **BO 00 01**.

The limit of insurance for Coverage **1** must reflect the replacement cost or actual cash value of all buildings insured.

d. Description Of Coverage

(1) Coverage 1

Covers loss in value of the undamaged portion of the building due to demolition pursuant to a building ordinance or law.

This is **not** a separate limit of insurance. Building coverage under the Special Property Coverage Form is extended to include loss to the undamaged portion of the building.

(2) Coverage 2

Demolition Cost covers the cost of demolishing and removing the debris of the undamaged portion of the building, if demolition is required by building ordinance or law.

(3) Coverage 3

Increased Cost of Construction covers the increased cost to repair, reconstruct or remodel damaged or undamaged parts of the building to comply with building ordinance or law, following damage to the building by a covered cause of loss.

This coverage is not included in the limit of insurance applicable to the building. Enter a limit of insurance in the Declarations for Coverage **3**.

(4) Coverage 4

Business Income and Extra Expense Coverage is provided due to suspension of operations during the period of restoration, not to exceed 180 days, caused by or resulting from enforcement of ordinance or law.

Rule 29. Endorsements (Cont'd)

e. Rate Modification

(1) Causes Of Loss Other Than Earthquake

- (a) Coverage 1 - Coverage For Loss in Value Of The Undamaged Portion Of The Building**

Multiply the applicable Building company rate by .10. Multiply the developed rate to per \$100 of the Building limit.

- (b) Coverage 2 - Demolition Cost Coverage**

Use the applicable Building company rate without surcharge.

Multiply the company rate by the limit of insurance for Demolition Cost Coverage to obtain the premium for Coverage 2.

- (c) Coverage 3 Increased Cost Of Construction Coverage**

Use the applicable Building company rate without surcharge. Multiply the company rate by the limit of insurance for Increased Cost of Construction to obtain the premium for Coverage 3.

- (d) Coverage 4 - Business Income and Extra Expense**

If coverage 1, 2, and 3 are all chosen by entry in the Schedule, coverage is included.

- (e) Earthquake**

Use the same procedure as above except change the factor in Paragraph e.(1)(a) to .40.

- d. Rule 29.A.21 Spoilage Coverage is replaced with the following:**

21. Spoilage Coverage

a. Description Of Coverage

Direct damage coverage may be extended under Property Coverage for spoilage of perishable stock caused by Contamination and/or Power Outage. (Coverage for Spoilage and Contamination caused by Breakdown is included in the automatic Equipment Breakdown Coverage - Refer to Endorsement **BO 00 15**).

b. Endorsement

Use Spoilage Coverage - Contamination And/Or Power Outage Endorsement **BO 00 56**.

c. Rules

(1) Schedule

Indicate the following in the schedule of endorsement **BO 00 56**:

- (a)** The covered causes of loss: Contamination, Power Outage, or both, depending on the coverage desired.
- (b)** The applicable limits of insurance for stock covered under the Spoilage Coverage Endorsement.

Rule 29. Endorsements (Cont'd)

(c) The existence of Refrigeration Maintenance Agreement(s), if applicable. This condition may apply when:

(i) Contamination is a covered cause of loss; and

(ii) An agreement is provided on refrigeration equipment at the described premises for which rating consideration is given.

(2) Blanket Insurance

Do not write this coverage on a blanket basis.

(3) Deductible

A deductible of \$500 is mandatory. Optional Deductibles do not apply.

d. Premium Determination

(1) Classification

Use the following to determine the classification of types of property or occupancy:

Table 29.A.21.d.(1) Types Of Property Or Occupancy For Spoilage Coverage

Class	Description
Class 1	Bakery Goods Cheese Shops Delicatessens Fruits and Vegetables Restaurants
Class 2	Convenience Food Stores Dairy Products, excluding Ice Cream Grocery Stores Meat and Poultry Markets Pharmaceuticals Supermarkets
Class 3	Dairy Products, including Ice Cream Florists Seafood
Other Types	For other types of property or occupancies not listed in this table, refer to company for rating.

(2) Rates

(a) Refer to the company rates to determine the premium.

(b) Select the applicable company rates for each type of property or occupancy specified in the schedule or in the Declarations using Table 29.A.21.d.(1).

(3) Premium Determination

Multiply the company rate by the limit of insurance (per \$100) to determine the additional premium.

e. Rule 29.A.26. Water Back-Up And Sump Overflow is deleted and not replaced.

A basic limit of \$5,000 is provided with Businessowners Plus Endorsement **BO 00 02**. With Businessowners Platinum Plus Endorsement **BO 00 57**, a limit of \$10,000 is provided. Optional, higher limits and rates may apply. Charge the state company rate for each location for the limit of insurance selected.

Rule 29. Endorsements (Cont'd)

Water Back-up from Sewers or Drains - Business income coverage is provided with Businessowners Plus Endorsement **BO 00 02**. With Businessowners Platinum Plus Endorsement **BO 00 57**, a limit of \$10,000 is provided. Optional, higher limits and rates may apply. Charge the state company rate for each location for the limit of insurance selected.

- f. The following **Property Endorsements** are added to Rule **29.A.**:

40. Welfare And Pension Plan Coverage (ERISA)

This endorsement may be attached to policies where Crime Coverage is provided in the policy in order to be in compliance with certain provisions of the Employee Retirement Income Security Act (ERISA). This is not Fiduciary Liability Insurance.

There is no premium charge.

Attach Endorsement **BO 00 37**.

41. Additional Property Not Covered

This endorsement may be attached to exclude property described in the schedule.

Attach Endorsement **BO 00 38**.

42. Mine Subsidence Insurance

- (a) The State of Ohio **MANDATES** this property coverage (*\$300,000 or policy limit, whichever is less*) be placed on:

1-4 family dwellings located in the following 26 counties:

Athens	Holmes	Noble
Belmont	Jackson	Perry
Carroll	Jefferson	Scioto
Columbiana	Lawrence	Stark
Coshocton	Mahoning	Trumbull
Gallia	Meigs	Tuscarawas
Guernsey	Monroe	Vinton
Harrison	Morgan	Washington
Hocking	Muskingum	

The premium is \$1.00 per dwelling. There is no commission, as the whole \$1.00 goes to the Mine Subsidence Insurance Underwriting Association.

- (b) This insurance is **OPTIONAL** IN THE FOLLOWING 11 COUNTIES. However, it is mandatory that it be offered:

Delaware	Licking	Portage
Erie	Medina	Preble
Geauga	Ottawa	Summit
Lake		Wayne

The premium is \$5.00 per dwelling (standard commission).

(c) Forms

- (1) Notice - Offer of Mine Subsidence Insurance Coverage - **EN MI 07**.
- (2) Coverage - Mine Subsidence Insurance Coverage - **OH-MSI-2**.
- (3) Ohio Mine Subsidence Insurance Underwriting Association Application - **ACORD 67 OH**.

Rule 29. Endorsements (Cont'd)

43. Outdoor Fences Endorsement

This endorsement may be attached to policies in order to insure the value of outdoor fences.

The premium is .57 per \$100 of the limit of insurance.

Attach Endorsement **BO 00 53**.

44. Fine Arts Endorsement

(a) Description Of Coverage

Coverage is available for direct loss of or damage to fine arts owned by or in the care, custody or control of the insured.

(b) Endorsement

Use Fine Arts Coverage Endorsement **BO 00 55**.

(c) Premium Determination

For each location where coverage applies, determine the premium by multiplying the rate of \$2.68 (per \$1,000) times the limit of insurance.

45. Security Breach And Identity Management Services

When additional Security Breach coverage is purchased for up to 20,000 breach victims (up to 10,000 breach victims is automatic), charge an additional premium of \$9.

46. Exclusion - Vandalism Or Malicious Mischief By A Tenant

(a) Description

Excludes direct physical loss to Covered Property arising out of vandalism or malicious mischief by a tenant or any member of their household, or relatives or invited guests of either the tenant or a member of their household.

(b) Endorsement

Use Exclusion - Vandalism Or Malicious Mischief By A Tenant Endorsement **BO 00 67**.

(c) Premium Determination

For each location, adjust the Building Rate by multiplying a factor of .995 to the developed Building Rate.

47. Service Station Endorsement

(a) Description Of Coverage

Service Station Endorsement **BO 00 84** may be used to extend the building and business personal property to include Underground fuel storage tanks; the contents of such tanks and pumps; and piping and connections of such tanks.

(b) Endorsement

Use Endorsement **BO 00 84**.

Rule 29. Endorsements (Cont'd)

(c) Rules

This endorsement is to be used in conjunction with convenience store, grocery stores or auto service risks with gas sales.

(d) Premium Determination

Apply a factor of 1.02 to the Building and Contents rates.

48. Underground Storage Tank Deductible Coverage (Ohio)

(a) Description Of Coverage

Underground Storage Tank Deductible Coverage (Ohio) **BO 00 78** is used to provide coverage for the deductible that applies.

(b) Endorsement

Use Endorsement **BO 00 78**.

(c) Rules

This endorsement is to be used in conjunction with convenience store, grocery stores or auto service risks with gas sales.

(d) Premium Determination

Calculate the premium by multiplying the number of storage tanks at each location by \$250 per tank.

- g. Under Rule 29.B. Liability Endorsements, Paragraph 6. Employee Benefits is deleted and replaced by following:**

6. Employee Benefits

a. Employee Benefits Liability Coverage

(1) Description Of Coverage

This endorsement amends Businessowners Liability Coverage to provide coverage against claims for damages because of the insured's negligent acts, errors or omissions committed in the administration of an employee benefits program which result in the loss of any or all of an employee's benefits.

(2) Endorsement

Use Employee Benefits Liability Coverage Endorsement **BO 00 03**.

(3) Premium Determination

Refer to the state company rate pages to determine the additional premium.

- h. Rule 29.B.7.b. is deleted and replaced with the following:**

b. Employment Practices Liability Insurance Coverage Endorsement BO 00 48

(1) Description Of Coverage (see Coverage Endorsement for exact description, limitations).

This claims made and reported coverage Endorsement provides coverage for Employment Practices Liability Insurance (EPL) caused by a "wrongful act".

Rule 29. Endorsements (Cont'd)

"Wrongful Act" means any actual or alleged:

- (a) wrongful dismissal, discharge or termination, including breach of an implied contract;
- (b) harassment (including sexual harassment);
- (c) discrimination;
- (d) "retaliation";
- (e) employment-related misrepresentation(s);
- (f) employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
- (g) wrongful failure to employ or promote;
- (h) wrongful deprivation of career opportunity, wrongful demotion or negligent "employee" evaluation, including the giving of negative or defamatory statements in connection with an "employee" reference;
- (i) wrongful discipline;
- (j) failure to grant tenure;
- (k) failure to provide or enforce adequate or consistent corporate policies and procedures relating to any "wrongful employment act";
- (l) negligent supervision or hiring by an "insured";
- (m) violation of an individual's civil rights; and
- (n) "third party violations", but only with respect to "claims" or "suits" made by "your" customers, vendors or clients.

See the EPL Coverage Endorsement for a more detailed definition of "wrongful act".

(2) Eligibility

Individual insureds are eligible if:

- (a) they employ 50 employees or fewer (insureds with 51-250 employees and/or insureds requesting limits of \$250,000, \$500,000 or \$1,000,000 must submit a referral application);
- (b) they are in eligible classifications; and
- (c) they are in acceptable state.

(3) Ineligibility

Individual insureds are not eligible if:

- (a) they employ more than 50 employees; or
- (b) they are in one of the following classes:
 - (i) Legal Services, attorney/law offices;
 - (ii) Employee Leasing Firms/Temporary Help Firms;
 - (iii) Membership Recreation Clubs, Golf and Country Clubs;
 - (iv) Municipalities and Government entities, including townships, police and fire-fighters;
 - (v) Educational Services, schools and colleges.

Rule 29. Endorsements (Cont'd)

(4) Coverage Limits

PORTFOLIO COVERAGE:

Aggregate Limit of Liability of \$50,000 for all losses combined, including defense costs. Additional Limit of Liability options are available (see Premium Determination below). Portfolio coverage is only available for insureds with 50 employees or less.

REFERRAL COVERAGE:

Aggregate Limits of Liability of \$50,000, \$100,000 and \$250,000 (for insureds with 51-250 employees) and \$500,000 and \$1,000,000 for insureds with 50 employees or less. Limits are for all losses combined, including defense costs.

(5) Deductible

PORTFOLIO COVERAGE:

The \$50,000 Limit is subject to a \$5,000 Deductible Amount for each claim. Additional Deductible options are available (see Premium Determination below).

REFERRAL COVERAGE:

Deductible options of \$5,000, \$10,000, \$25,000 and \$50,000.

(6) Endorsements

Attach **BO 00 48** - Employment Practices Liability Insurance Coverage Endorsement, and **BO 00 49** - Commercial Employment Practices Liability Insurance Coverage Endorsement Supplemental Declarations.

(7) Extended Reporting Period Elected

If the Named Insured cancels this coverage, or "we" refuse to renew this coverage, the Named Insured has the right, upon payment of an additional premium of 100% of the full annual premium applicable to this coverage, to buy the Supplemental Extended Reporting Period Endorsement, **BO 00 50**, which provides an extended reporting period of one (1) year following the effective date of cancellation or nonrenewal, to report claims which occurred on or after the original inception date and on or before the cancellation or nonrenewal date.

(8) Premium Determination

PORTFOLIO COVERAGE:

(a) Default Limit of Liability

\$50,000 Limit of Liability, \$5,000 Deductible. Multiply the EPL rating factor of 26.5% times the BOP liability premium.

(b) Additional Options

\$100,000 Limit of Liability, \$5,000 deductible. Multiply the EPL rating factor of 35.4% times the BOP liability premium.

\$250,000 Limit of Liability, \$10,000 Deductible. Multiply the EPL rating factor of 42.5% times the BOP liability premium.

Rule 29. Endorsements (Cont'd)

- (c) If any premium calculation results in an EPL premium of less than \$50, then the EPL premium is the minimum EPL premium of \$50.

This premium is not subject to further modification by the application of any other factors, including but not limited to, company deviations, IRPM factors, or expense modifications.

REFERRAL COVERAGE:

Refer to company for any insured with 51-250 employees requesting a quote for limits of \$50,000, \$100,000 or \$250,000.

Refer to company for any insured with 50 employees or less requesting a quote for limits of \$500,000 or \$1,000,000.

Refer to company for any insured requesting a backdating of the original inception (retroactive) date.

(9) Minimum Premium

This Coverage Endorsement is subject to a minimum premium of \$50. The premium for this endorsement is in addition to the policy minimum premium.

- i. Rule **29.B.9** is deleted in its entirety.
- j. Rule **29.B.11 Hired Auto And Non-owned Auto Liability Coverage**

The following is added to Paragraph **a.**:

- (1) When Hired Auto Liability coverage is selected, Hired Physical Damage coverage is also provided.
- (2) Paragraph **b.** is deleted and replaced with the following:

Use Hired Auto And Non-Owned Auto Liability Coverage Endorsement **BO 00 58**

- k. Rule **29.B.13.b.(4)** is replaced by the following:

13. Liquor Liability Coverage

b. Liquor Liability Grades

- (4) The Liquor Liability Numerical Grade is 4.

Citation of Statute: OHIO REV. CODE ANN. Section 4399.01 et seq.

Comments:

Section 4399.18 allows a cause of action for injuries proximately caused by the negligence of a liquor permit holder. This section limits the right of recovery to situations occurring on the premises of, or in a parking lot under the control of, a permit holder, unless the plaintiff is able to show that the permit holder knowingly sold an intoxicating beverage in violation of the law (sale to a "noticeably" intoxicated person or to a minor), and that the person's intoxication proximately caused the injuries or damage.

If knowing violation and proximate cause can be proved by a preponderance of the evidence, then there can be recovery for injuries occurring off the premises.

Rule 29. Endorsements (Cont'd)

In addition, Section 4399.01 provides a cause of action for sale to a specifically prohibited person. Section 4399.01 states that:

A husband, wife, child, parent, guardian, employer, or other person injured in person, property, or means of support by any intoxicated person, or in consequence of the intoxication, habitual or otherwise, of a person, after the issuance and during the existence of the order of the department of liquor control prohibiting the sale of intoxicating liquor as defined in section 4301.01 of the Revised Code to such person, has a right of action in his own name, severally or jointly, against any person selling or giving intoxicating liquors which cause such intoxication, in whole or in part, of such person.

- I. Rule 29.B.16.c. Mold - Limited Fungi Or Bacteria Coverage (Liability) Endorsement** is deleted and replaced by the following:

c. Premium Determination

The basic Fungi or Bacteria Aggregate Limit is \$10,000. Additional limits of coverage can be obtained at an additional charge up to a maximum limit of \$25,000. See below for additional charge:

Limit	Premium
\$15,000	\$100
\$20,000	\$200
\$25,000	\$300

- m. The following Liability Endorsements are added to Rule 29.B.:**

34. Limitation Of Coverage - Real Estate Operations

This endorsement limits real estate operations to premises used for general office purposes, and to premises which are listed for sale or rent if the insured does not own, operate or manage them.

Attach Endorsement **BO 00 08**.

35. Voluntary Property Damage and Care, Custody Or Control Coverage

(a) Description

This endorsement provides care, custody or control coverage up to \$5,000 per occurrence and \$25,000 aggregate. This endorsement can not be added to contractor, retail and church classes since coverage is already included when those classes are written.

(b) Endorsement

Use Voluntary Property Damage and Care, Custody Or Control Coverage Endorsement **BO 00 79**.

(c) Premium Determination

A premium charge of \$30 applies.

- n. The following Additional Insured Endorsement is added to Rule 29.C.:**

21. Additional Insured - Owners, Lessees Or Contractors - Completed Operations - Automatic Status When Required In Construction Contract Or Agreement

(a) Description

This endorsement amends coverage to provide additional insured completed operations on a blanket basis.

Rule 29. Endorsements (Cont'd)

(b) Endorsement

Use Additional Insured - Owners, Lessees Or Contractors - Completed Operations - Automatic Status When Required In Construction Contract Or Agreement Endorsement **BO 00 77**.

(c) Premium Determination

Refer to company.

- o.** Under Rule **29.D.2. Motels** is deleted in its entirety.
- p.** The following are added to Rule **29.D.3. Professional Liability Endorsements**:
 - h. Florists' Errors And Omissions Liability** is available. Rating will be as follows:
 - (1)** Limit of Liability must be the same as the occurrence limit of liability on the policy.
 - (2)** Rates are flat charges.
 - (3)** Attach Endorsement **BO 00 12**.
 - i. Pet Services Professional Liability** is available:
 - (1)** Limit of Liability must be the same as the occurrence limit of liability on the policy.
 - (2)** Rates are flat charges.
 - (3)** Attach Endorsement **BO 00 62**.
 - j. Optometrists Professional Liability Coverage** is available.
 - (1)** Limit of Liability must be the same as the occurrence limit of liability on the policy.
 - (2)** Rates apply per Optometrist, and per partner or member when liability also includes a partnership or corporation.
 - (3)** Attach Endorsement **BO 00 40** for single limit coverage, and attach Endorsement **BO 00 41** for coverage based on separate limits.
- q.** Under Rule **29.D.5. Condominiums, Co-ops, Associations - Directors And Officers Liability** Endorsement, Paragraph **c.** and **d.** are replaced.
 - c. Limits Of Insurance**

Directors And Officers Liability Annual Aggregate Limits of Insurance of \$300,000, \$500,000, \$1,000,000 and \$2,000,000 are available.
 - d. Deductible**

A base deductible of \$500 applies.
- r.** Under Rule **29.**, Paragraph **E.** is added:
 - E. Endorsements Applicable To Both Property And Liability.**
 - (1) Description**

The Businessowners Plus Endorsement **BO 00 02** is attached to all policies unless the Businessowners Platinum Plus Endorsement is selected.

Rule 29. Endorsements (Cont'd)

(2) Eligibility

Eligibility requirements for the Businessowners Platinum Plus Endorsement are:

- (i) Minimum of \$50,000 in Business Personal Property; or
- (ii) Minimum of \$100,000 in total building coverage on the policy.

(3) Attach Endorsement **BO 00 02 for no charge, or**

BO 00 57 is calculated by multiplying the Property premium by 8% subject to a minimum of \$130 and a maximum of \$450.

(4) Coverage Comparison

Coverage	BOP Plus Limits	BOP Platinum Plus Limits
Accounts Receivable	\$15,000	\$25,000
Appurtenant Structures	10% or \$5,000	10% or \$10,000
Reward Payment	\$ 5,000	\$10,000
Bail Bonds	\$500	\$500
Business Income and Expense from Dependent Properties	\$ 5,000	\$10,000
Business Income - Waiting Period	72 hours	0 hours
Business Personal Property in the Open	1,000 ft	1,000 ft
Business Personal Property Off Premises or in transit (includes fairs or exhibitions)	\$15,000	\$25,000
Employee Dishonesty	\$10,000	\$25,000
Extended Business Income	60 days	90 days
Fine Arts	Available	\$ 5,000
Fire Department Service Charge	\$ 5,000	\$10,000
Fire Extinguisher System Recharge Expense	\$ 5,000	\$10,000
Forgery & Alterations	\$ 2,500	\$10,000
Identity Theft Expense Coverage	\$ 2,500	\$ 5,000
Increased Cost of Construction (ordinance or law)	\$10,000	\$25,000
Lock & Key Replacement	\$ 1,000	\$ 1,000
Medical Payments	\$ 5,000	\$10,000
Money and Securities	\$5,000/\$2,000	\$10,000/\$5,000
Money Orders and Counterfeit Money	\$ 1,000	\$10,000
Newly Acquired Business Personal Property	\$100,000 and 30 days	\$250,000 and 180 days
Newly Acquired or Constructed Buildings	\$250,000 and 30 days	\$500,000 and 180 days
Newly Acquired Locations - Business Income	\$ 5,000	\$10,000
Outdoor Property	\$ 5,000	\$10,000
Personal Effects	\$10,000	\$10,000
Pollution - Limited Liability *	N/A	\$25,000
Preservation of Property	30 days	60 days
Signs	\$ 5,000	\$10,000
Supplemental Payments - Loss of Earnings	\$500 per day	\$500 per day
Utility Service - Business Income	Available	\$ 5,000
Utility Service - Direct Damage	Available	\$10,000
Valuable Papers and Records - On Premises	\$10,000	\$25,000
Valuable Papers and Records - Off Premises	\$ 5,000	\$ 5,000
Valuable Papers and Records - Property Held as Samples	N/A	\$10,000
Water Back-Up from Sewer or Drains	\$ 5,000	\$10,000
Water Back-up from Sewers or Drains - Business Income	\$ 5,000	\$10,000

* Pollution Limited Liability is provided via endorsement **BO 00 72** - Limited Pollution Liability Extension.

Rule 29. Endorsements (Cont'd)

s. Under Rule 29., Paragraph F. is added:

F. Pesticide Or Herbicide Applicator Coverage Endorsement BO 00 43

a. Description Of Coverage

This endorsement amends the pollution exclusion applicable to Businessowners Liability Coverage to make it inapplicable to the operations of a landscape gardener, provided that such operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government that apply to such operations.

b. Endorsement

Pesticide Or Herbicide Applicator Coverage Endorsement **BO 00 43** may be attached only when the insured contractor is a landscape gardener.

c. Premium Determination

The premium charge when the Pesticide Or Herbicide Applicator Coverage Endorsement **BO 00 43** is attached is \$100.

d. Limits Of Insurance

In accordance with the Ohio Department of Agriculture adopted Rule 901:5-11-06, every person issued a pesticide business license must have a liability policy in force for the term of the license providing coverage for bodily injury, property damage and products/completed operations. The policy shall contain the following minimum limits of insurance:

- (1) Three hundred thousand dollars policy general aggregate limit;
- (2) Three hundred thousand dollars per occurrence limit; and
- (3) Three hundred thousand dollars products/completed operations aggregate limit.

t. Under Rule 29., Paragraph G. is added:

G. CyberOne Coverage.

Our CyberOne coverage is comprised of two coverage components - first party Computer Attack coverage and third party Network Security Liability coverage. These two coverage components are independent and can be offered separately or together.

1. Computer Attack Coverage

This first party coverage is triggered by the insured's discovery that a computer attack has affected a computer system owned or leased by the insured and under the insured's control.

A computer attack may be:

- A hacking event or other instance of an unauthorized person gaining access to the computer system
- An attack against the system by a virus or other malware
- A denial of service attack against the insured's system

Discovery of the attack must occur during the policy period. Coverage does not apply to breaches that occur prior to the first inception of the coverage.

Rule 29. Endorsements (Cont'd)

Our Computer Attack Coverage consists of the following coverage components:

- Coverage 1 - Data Restoration Costs - Coverage for the cost of a professional firm hired by the insured to replace lost or corrupted data from electronic sources.
- Coverage 2 - Data Recreation Costs - Coverage for the cost of a professional firm hired by the insured to research, recreate and replace lost or corrupted data from *non*-electronic sources. Subject to a sublimit of \$5,000.
- Coverage 3 - System Restoration Costs - Coverage for the cost of a professional firm hired by the insured to restore its computer system to its pre-attack level of functionality by replacing or reinstalling software, removing malicious code and correcting the configuration of the insured's computer system.
- Coverage 4 - Loss of Business - Coverage for business income lost by the insured and extra expenses incurred by the insured during the period of time when system and data recovery activities are taking place. Subject to a sublimit of \$10,000.
- Coverage 5 - Public Relations Services - Coverage for assistance from a professional public relations firm in communicating with outside parties concerning the Computer Attack and the insured's response. Subject to a sublimit of \$5,000.

The following options will be available:

Computer Attack Coverage	Full	Limited
Annual aggregate limit per policy	\$100,000	\$50,000
Per occurrence deductible	\$ 10,000	\$ 5,000
Premium	\$121	\$42

2. Network Security Liability Coverage

This third party coverage is triggered by the insured's receipt of notice of a network security liability suit. The network security liability suit can be a civil action, an alternate dispute resolution proceeding or a written demand for money. The network security liability suit must be initiated by a third party who alleges that a systems security failure on the part of the insured allowed one or more of the following to happen:

- The breach of third party business information
- The unintended propagation or forwarding of malware
- The unintended abetting of a denial of service attack

There need not be a covered loss under the first party Computer Attack coverage in order for there to be a loss under the third party Network Security Liability coverage.

The Network Security Liability limit is separate from that afforded under the Computer Attack Coverage. Limits cannot be combined or stacked. Only the limit in force during the policy period when notice of the suit was first received by the insured will apply.

Receipt of notice of the suit must occur during the policy period, and the suit must arise from an event that occurs after the first inception of the coverage.

The coverage will be defense within the limits, and the following options will be available:

Network Security Liability Coverage	Full	Limited
Annual aggregate limit per policy	\$100,000	\$50,000
Per occurrence deductible	\$ 10,000	\$ 5,000
Premium	\$179	\$48

V. DEVIATIONS TO ISO CLASS-SPECIFIC ENDORSEMENTS RULES

Under Rule **41**. The following is amended:

Coverage form **BO 00 75** Apartment Buildings replaces **BP 07 75** Apartment Buildings throughout this rule; and Paragraph **B.1.a.(1)** is replaced with the following:

- (1) Section I - Property to provide either new or enhanced coverage for lock replacement; ordinance or law equipment coverage; pollutant clean-up and removal; and tenant move back expense coverage. Additionally, since employee dishonesty coverage is provided in the Businessowners Coverage Form, this endorsement expands the employee dishonesty coverage to include coverage for theft of tenants' property by an identified employee.

Rules **42. and 43.** are deleted and replaced by the following:

COMPANY SPECIALTY PROGRAMS

The following eligibility, coverage, and premium determination rules apply to the Company Specialty Programs. When no specific rule applies, refer to the Businessowners Program rules.

A. Contractor Program

1. This special program is designed for those contractors whose operations are described by the contractor classifications listed in the classification table and who employ 15 or fewer workers. The program features liability premium determination based upon the number of employees, along with an automatic business personal property limit of \$1,000. All rates and premiums in this program, except for Tool Coverage and Installation Coverage, will apply to the developed premium.

a. Automatic coverage extensions include:

- (1) Voluntary Property Damage and Care, Custody or Control Coverage - \$5,000 per occurrence/\$25,000 aggregate with a \$500 deductible per loss. Attach **BO 00 13** Contractor Program - Extension Endorsement or **BO 00 61** Contractor Program Plus - Extension Endorsement is available with other coverages for an additional charge.

- (2) Contractors' Installation, Tools And Equipment Coverage - **BO 00 18**:

(a) Installation - \$2,000

(b) Tools and Equipment - \$2,500

b. Coverage option:

For a reduction in premium a contractor can choose not to have items **a.(2)(a)** and **a.(2)(b)** above included in the policy coverage. This premium reduction applies to all premium, including minimum premium policies.

2. Eligibility Standards

Only contractors with 15 or fewer employees are eligible. *(For the purpose of this rule, 2 part-time employees shall be equal to one employee).*

Gross annual receipts may not exceed \$2,000,000, nor may annual payroll exceed \$600,000.

Contractors who are regularly or frequently involved as contractors or subcontractors on projects exceeding 25% of their annual receipts are not eligible. General contractors are not eligible. A contractor is typically considered a general contractor for the purpose of this rule if the total cost of subcontracted work exceeds 25% of the contractor's total receipts.

Businesses which rent or lease equipment to others are not eligible.

Contractors in business less than 1 year under the present ownership are subject to a New Venture surcharge of \$55.

Contractor Program (Cont'd)

3. Definition of Employee

a. Full-Time

Each owner, partner or active corporate officer is a full-time employee.

Any person working 120 days or more in any one year is also a full-time employee.

Inactive corporate officers and clerical office help are not to be included.

b. Part-Time

Any person who works **less than** 120 days in any one year is a part-time employee.

For Premium determination purposes, compute the total number of days worked by all part-time employees, divide by 120 days, and round to the next highest whole number

4. Premium Determination

- a.** Rate Liability according to the Contractor Liability Rates. Multiply the number of full-time and part-time employees by the applicable liability rate to develop the liability premium.
- b.** If insured is in business less than one year, or has never had prior insurance coverage, add \$55 to the total premium. This premium is in addition to any policy minimum premium and only applies to the first year of the policy and does not apply at renewal.
- c.** Rate Buildings and Business Personal Property according to the ISO rules under **23.C.** Premium Determination.

d. Uninsured Subcontractors

(Those unable to supply us with acceptable certificates of insurance.) In the event the number of employees can't be readily determined, we will divide the total payroll for the uninsured subcontractors by the payroll assigned to an individual insured per **Rule 24** in Division Six - General Liability to determine the number of full-time employees.

In the event the actual payroll can not be separated from the total cost of the uninsured subcontractor, 50% of the total cost will be assigned as payroll.

- e.** Premium is subject to annual audit.
- f.** Attach Endorsement **BO 00 13** - Contractor Program - Extension Endorsement, or **BO 00 61** Contractor Program Plus - Extension Endorsement for an additional premium.
- g.** Attach Endorsement **BO 00 18** - Contractors' Installation, Tools And Equipment Coverage, to all policies unless the policyholder has chosen to decline this coverage.

5. Subcontractor Charge

When work is performed for the named insured by properly insured subcontractors, the liability premium is surcharged depending on the ratio of the total cost of subcontracted work to total annual sales.

Determine the subcontractor charge as follows:

- a.** Determine the percent of subcontracted work by dividing total annual sales by the total annual cost of subcontracted work.

Contractor Program (Cont'd)

- b. If the percentage exceeds 25%, multiply the total annual sales by .25 and subtract from the total annual cost of subcontracted work to get the developed exposure basis.
- c. Divide by 1000 and multiply by the rate based on the limit of liability shown in the rate table under Contractor Liability Rates.

6. Contractors Coverages

a. Contractor Program Plus - Extension Endorsement

(1) Description Of Coverage

When the endorsement is attached to the coverage the following additional coverages are provided:

- (a) Voluntary Property Damage - \$10,000 per occurrence / \$30,000 aggregate with a \$500 deductible per loss.
- (b) Rekey of customer's keys - \$10,000 for actual and necessary expense incurred to rekey customer's premises as a result of loss or damage to their keys entrusted to insured.
- (c) Additional Insured - Owners, Lessees or Contractors - Automatic status by contract or agreement.
- (d) Additional Insured - Lessor of Leased Equipment or Managers or Lessors of Premises - Automatic status when required in lease agreement.
- (e) Aggregate Limits of Insurance apply per project.
- (f) Waiver of Subrogation is automatic when insured has agreed in writing, before the loss, to waive such rights.
- (g) Contract Penalties - \$10,000.
- (h) Equipment Rental Reimbursement - \$10,000 for all equipment in an annual policy period.
- (i) Borrowed Equipment - \$5,000 for borrowed equipment while that equipment is not being used to provide operations at a job site and is excess over any other applicable insurance.

(2) Other Coverages

- (a) When **BO 00 61** is attached:
 - (i) Contractors' Tools and Equipment Coverage is provided at a limit of \$10,000 in lieu of \$2,500
 - (ii) Contractors' Installation Coverage is provided at a limit of \$10,000 in lieu of \$2,000

(3) Endorsement

Attach Endorsement **BO 00 61**.

(4) Premium Development

Multiply the liability premium by 7% to develop the premium for the Contractor Program Plus - Extension Endorsement. This is subject to a \$130 minimum and a \$300 maximum per policy.

Contractor Program (Cont'd)

b. Amendment - Aggregate Limits of Insurance (Per Project)

(1) Description Of Coverage

The aggregate limit of insurance for Liability and Medical Expenses in the Businessowners Coverage Form may be changed from a per policy to a per project basis for every project engaged in by the insured contractor that is covered by the policy.

(2) Endorsement

Use Amendment - Aggregate Limits of Insurance (Per Project) Endorsement **BP 07 02**.

(3) Premium Development

Refer to Contractor Liability Company Rates for limits of insurance.

c. Contractors' Installation, Tools And Equipment Coverage Endorsement BO 00 18

The attachment of Contractors' Installation, Tools And Equipment Coverage Endorsement **BO 00 18** includes the following base coverages and limits of insurance:

(1) Coverage 1 - Contractors' Installation Coverage

(a) Description Of Coverage

This coverage extends \$2,000 of insurance that applies to business personal property to apply to Contractors' materials, supplies, equipment, machinery, fixtures and temporary structures while:

- i. At any job site not owned, leased or operated by the insured contractor;
- ii. Awaiting and during installation, or awaiting acceptance by the purchaser;
- iii. In transit; or
- iv. At any temporary storage location.

The deductible is a separate deductible from the property deductible.

(b) Limit Of Insurance

- i. The limits of insurance for property covered at each covered job site while in transit and while at a temporary storage location is fixed at the limit of insurance shown in the schedule regardless of the number of covered job sites. The maximum limit for covered property at all covered job sites combined is three times the limit of insurance at each covered job site.
- ii. The limit of insurance for covered property while in transit is \$5,000.
- iii. The limit of insurance for covered property while at a temporary location is \$5,000.

(2) Coverage 2 - Contractors' Tools And Equipment Coverage

(a) Description Of Coverage

This coverage extends \$2,500 of insurance that applies to business personal property to apply to Contractors' tools and equipment owned by the insured while temporarily at a premises not owned, leased or operated by the insured contractor; or while in transit.

Contractor Program (Cont'd)

A \$1,000 or \$2,000 limit applies to any one tool and the deductible is a separate deductible from the property deductible.

When a limit of \$5,000 or higher is shown in the Schedule the exclusion for theft of tools from an unattended vehicle does not apply.

Contractors' Optional Coverages

The following optional coverages are available under Endorsement **BO 00 18**:

(3) Coverage 3 - Non-owned Tools And Equipment Coverage

(a) Description Of Coverage

If a limit of insurance is shown in the Schedule of the endorsement for this optional coverage, coverage is provided for non-owned tools and equipment leased or rented from others (other than employees' tools) that are in the insured's care, custody or control. This coverage does not apply to non-owned tools and equipment leased for a term of six months or more.

(b) Premium Determination

- (i)** Refer to Contractors' Non-owned Tools rate table based on deductible chosen for this form to determine the non-owned tools and equipment rate.
- (ii)** Multiply the resulting rate by the non-owned contractors' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(4) Coverage 4 - Employees' Tools

(a) Description Of Coverage

If a limit of insurance is selected for this optional coverage, coverage is provided for employees' tools which are used in connection with your operations. Coverage is subject to a \$500 limit per tool and a \$1000 limit for all tools of any one employee.

(b) Premium Determination

- (i)** Refer to the Contractors' Employee Tools rate table to determine the employees' tools and equipment rate.
- (ii)** Multiply the resulting rate by the employees' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(5) Optional Higher Limits Of Insurance

(a) Coverage 1 - Installation Coverage

Refer to the Contractors' Installation rate table to determine the additional premium for limits in excess of the \$2,000 coverage automatically provided in the endorsement. The only increased optional limits of insurance available that may be selected is the property at each covered job site and for property at all covered job sites are three times the property selected at each covered job site.

Contractor Program (Cont'd)

(b) Coverage 2 - Tools And Equipment Coverage

For an additional premium the contractors' tools and equipment limits may be increased in excess of the \$2,500 coverage automatically provided in the endorsement. Coverage for tools and equipment may be provided as follows:

(i) Blanket Limit Subject To A \$2,000 Sub-limit Per Tool Or Piece Of Equipment

- Refer to the Contractors' Blanket Tools rate table to determine the blanket owned contractors' tools and equipment rate subject to a \$2,000 sublimit.
- Multiply the resulting rate by the blanket owned contractors' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(ii) Blanket Limit Subject To A \$1000 Sub-limit Per Tool Or Piece Of Equipment

- Refer to the contractors' Blanket Tools rate table to determine the blanket owned contractors' tools and equipment rate subject to a \$1,000 sub-limit.
- Multiply the resulting rate by the blanket owned contractors' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(iii) Scheduled Limit

For an additional premium, coverage may be provided for specifically described tools or pieces of equipment.

- Refer to the Contractors' Scheduled Tools rate table to determine the scheduled contractors' tools and equipment rate.
- Multiply the resulting rate by the total scheduled contractors' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(6) Deductible Options

A deductible of \$500 applies to the Contractors' Installation, Tools And Equipment Coverage. Optional deductibles of \$1,000, \$2,500 and \$5,000 are available.

d. Contractors Errors And Omissions

(1) Description

Our Contractors Errors and Omissions program was designed for over 40 classes of artisan contractors as an enhancement to the Businessowners policy. Our program:

- Responds to Third Party loss resulting from "property damage" to "your work", "your product" and "impaired property" caused by a contractors "wrongful act" in rendering or failing to render "Contracting Services".
- Provides coverage on a claims-made-and-reported, defense within the limits, duty to defend basis.
- Offers Per Job/Annual Aggregate Limits ranging from \$5,000/\$25,000 to \$100,000/\$100,000.
- Includes deductibles which range from \$500 to \$5,000 per job.
- Includes a minimum Contractors Errors and Omissions coverage premium per policy.

Contractor Program (Cont'd)

(2) Eligible Classes

Eligible	Code	Class Description
No	91560	Concrete Construction
No	91746	Door, Window or Assembled Millwork Installation - Metal only
No	92215	Driveway, Parking Area or Sidewalk - Paving or Repairing
No	94007	Excavation
No	99952	Pressure Washing
No	98884	Sheet Metal Work (Gutter and Downspout Installation)
No	98967	Siding Installation
No	99975	Window Cleaning* - Three Stories or Less in Height
No	91340	Carpentry - NOC
No	95625	Handyperson
No	98678	Roofing - Residential
Yes	91111	Air Conditioning Systems
Yes	91150	Appliances and Accessories - Installation and Repair - Commercial
Yes	91155	Appliance and Accessories - Installation and Repair - Household
Yes	99650	Cable/Dish Installation
Yes	91341	Carpentry - Interior only
Yes	91405	Carpet, Rug, Furniture or Upholstery Cleaning*
Yes	91436	Ceiling or Wall Installation - Metal
Yes	92338	Dry Wall or Wallboard Installation
Yes	92478	Electrical Work
Yes	94276	Fence Erection Contractors
Yes	94569	Floor Covering Installation - No Ceramic Tile or Stone
Yes	98111	Furniture or Fixtures - Installation in Offices or Stores
Yes	13590	Glass Dealers and Glaziers
Yes	95647	Heating and Air Conditioning System or Equipment
Yes	96053	House Furnishings Installation - NOC
Yes	96611	Interior Decorators
Yes	96816	Janitorial Services* - Residential or Light Office
Yes	97047	Landscape Gardening
Yes	98482	Lawn Sprinkler Installation
Yes	97447	Masonry
Yes	98304	Painting - Exterior
Yes	98305	Painting - Interior
Yes	98344	Paperhanging
Yes	98449	Plastering
Yes	98483	Plumbing - Residential or Commercial
Yes	98636	Refrigeration Systems - Installation and Repair - Commercial
Yes	98806	Septic Tank Installation
Yes	99003	Sign Painting or Lettering - Inside Building - No Spray Painting
Yes	99746	Tile, Stone, Marble or Terrazzo Work - Interior
Yes	99948	Water Softening Installation

Contractor Program (Cont'd)

(3) Premium Determination

The additional premium charge is shown below and applies to the Businessowners premium:

Rates for all Contractor Classes

E&O Limit		E&O Deductible	BOP Limit of Liability				
Per Claim Limit of Insurance	Annual Aggregate Limit of Insurance	Per Claim Deductible	300,000/600,000	500,000/1,000,000	1,000,000/2,000,000	1,000,000/3,000,000	2,000,000/4,000,000
\$ 5,000	\$ 25,000	\$ 500	14.4%	13.2%	12.0%	12.0%	8.6%
\$ 10,000	\$ 50,000	\$1,000	17.1%	15.6%	14.2%	14.2%	10.1%
\$ 25,000	\$ 75,000	\$1,500	20.1%	18.4%	16.7%	16.7%	11.9%
\$ 50,000	\$100,000	\$2,500	20.5%	18.8%	17.0%	17.0%	12.1%
\$100,000	\$100,000	\$5,000	20.4%	18.6%	16.9%	16.9%	12.0%

(4) Minimum Premiums

The following minimum Contractors Errors and Omissions premium applies per policy:

Per Claim Limit of Insurance	Annual Aggregate Limit of Insurance	Minimum Contractors E&O Premium
\$ 5,000	\$ 25,000	\$ 77
\$ 10,000	\$ 50,000	\$ 77
\$ 25,000	\$ 75,000	\$ 77
\$ 50,000	\$100,000	\$154
\$100,000	\$100,000	\$231

(5) Endorsement

Use Contractors Errors and Omissions Coverage Endorsement **BO 00 74**.

**THE CELINA MUTUAL INSURANCE COMPANY
BUSINESSOWNERS PROGRAM**

CONTRACTOR LIABILITY RATES

Entire State

OHIO

Nature of Operations	SIC Code	ISO Class	Occur Agg	\$300,000 \$600,000	\$500,000 \$1,000,000	\$1,000,000 \$2,000,000	\$1,000,000 \$3,000,000	\$2,000,000 \$4,000,000
Air Conditioning Systems	1711	91111	Full	109	120	138	140	153
			Part	55	60	69	70	77
Appliances & Accessories - Installation & Repair- Commercial	5722	91150	Full	117	129	155	156	175
			Part	59	65	78	78	88
Appliance & Accessories- Installation & Repair- Household	5722	91155	Full	309	343	409	414	466
			Part	155	172	205	207	233
Cable/Dish Installation	7622	99650	Full	42	45	53	53	58
			Part	21	23	27	27	29
Carpentry- NOC	1751	91340	Full	185	205	243	246	275
			Part	93	103	122	123	138
Carpentry - interior only	1751	91341	Full	135	152	186	188	214
			Part	68	76	93	94	107
Carpet, Rug, Furniture or Upholstery Cleaning *	7217	91405	Full	67	73	84	85	93
			Part	34	37	42	43	47
Ceiling or Wall Installation - Metal	1761	91436	Full	137	153	180	183	203
			Part	69	77	90	92	102
Concrete Construction	1771	91560	Full	138	155	190	191	219
			Part	69	78	95	96	110
Door, Window or Assembled Millwork Installation- metal only	1751	91746	Full	161	179	213	215	241
			Part	81	90	107	108	121
Driveway, Parking Area or Sidewalk - Paving or Repairing	1771	92215	Full	95	104	121	122	133
			Part	48	52	61	61	67
Dry Wall or Wallboard Installation	1742	92338	Full	51	57	69	71	80
			Part	26	29	35	36	40
Electrical Work	1731	92478	Full	52	58	68	69	77
			Part	26	29	34	35	39
Excavation *	1794	94007	Full	426	470	552	558	617
			Part	213	235	276	279	309
Fence Erection Contractors	1799	94276	Full	118	131	155	157	174
			Part	59	66	78	79	87
Floor Covering Installation - no Ceramic Tile or Stone	1752	94569	Full	84	92	107	109	118
			Part	42	46	54	55	59
Furniture or Fixtures - Installation in Offices or Stores	7629	98111	Full	8	9	11	11	12
			Part	4	5	6	6	6
Glass Dealers & Glaziers	1793	13590	Full	129	144	171	173	195
			Part	65	72	86	87	98
Handyperson *	1751	95625	Full	122	133	155	157	170
			Part	61	67	78	79	85
Heating & Air Conditioning System or Equipment	1711	95647	Full	167	185	220	223	250
			Part	84	93	110	112	125
House Furnishings Installation - NOC	7641	96053	Full	98	106	125	125	138
			Part	49	53	63	63	69
Interior Decorators	7389	96611	Full	30	32	37	38	41
			Part	15	16	19	19	21
Janitorial Services * - Residential or Light office	7349	96816	Full	48	52	60	60	65
			Part	24	26	30	30	33
Landscape Gardening **	0782	97047	Full	37	40	43	44	46
			Part	19	20	22	22	23
Lawn Sprinkler Installation	1711	98482	Full	188	210	249	253	284
			Part	94	105	125	127	142
Masonry	1741	97447	Full	85	95	116	118	133
			Part	43	48	58	59	67
Painting - Exterior * (Three Stories or Less)	1721	98304	Full	116	127	147	149	162
			Part	58	64	74	75	81

**THE CELINA MUTUAL INSURANCE COMPANY
BUSINESSOWNERS PROGRAM**

CONTRACTOR LIABILITY RATES

Entire State

OHIO

Nature of Operations	S/C Code	ISO Class	Occur Agg	\$300,000 \$600,000	\$500,000 \$1,000,000	\$1,000,000 \$2,000,000	\$1,000,000 \$3,000,000	\$2,000,000 \$4,000,000
Painting - Interior *	1721	98305	Full	55	61	71	71	78
			Part	28	31	36	36	39
Paperhanging	1721	98344	Full	19	22	25	26	27
			Part	10	11	13	13	14
Plastering	1742	98449	Full	179	198	236	239	269
			Part	90	99	118	120	135
Plumbing - Residential or Commercial +	1711	98483	Full	369	403	471	477	522
			Part	185	202	236	239	261
Pressure Washing *	1799	99952	Full	136	153	187	189	216
			Part	68	77	94	95	108
Refrigeration Systems - Installation & Repair -Commercial	7623	98636	Full	134	149	176	179	199
			Part	67	75	88	90	100
Roofing - Residential *	1761	98678	Full	622	687	810	820	910
			Part	311	344	405	410	455
Septic Tank Installation	1711	98806	Full	120	132	155	157	174
			Part	60	66	78	79	87
Sheet Metal Work	1761	98884	Full	61	69	83	85	96
			Part	31	35	42	43	48
Siding Installation	1761	98967	Full	165	185	224	227	259
			Part	83	93	112	114	130
Sign Painting or Lettering- Inside Building- no spray painting	7389	99003	Full	35	39	44	45	49
			Part	18	20	22	23	25
Tile, Stone, Marble or Terrazzo Work - Interior	1743	99746	Full	81	90	107	108	120
			Part	41	45	54	54	60
Water Softening Installation	1711	99948	Full	444	482	558	566	613
			Part	222	241	279	283	307
Window Cleaning * - 3 Stories or Less in Height	1799	99975	Full	58	63	73	74	80
			Part	29	32	37	37	40

Minimum Premium	450	500	650	655	750

* \$500 Property Damage Deductible applies per claim

** No application of fertilizer, fungicides, herbicides or pesticides.

+ No Fire Suppression Systems.

Contractors' Blanket Tools			
Deductible	Per Item Limit		
	\$1,000	\$2,000	
	rate/\$100	rate/\$100	
\$500	2.50	2.90	
\$1,000	1.95	2.35	
\$2,500	1.25	1.65	
\$5,000	1.00	1.40	

Contractors Installation	
Deductible	Rate/\$100
\$500	1.50
\$1,000	1.25
\$2,500	1.00
\$5,000	0.85

Contractors' Scheduled Tools	
Deductible	rate/\$100
\$500	2.25
\$1,000	1.80
\$2,500	1.20
\$5,000	0.95

Contractors' Nonowned Tools	
Deductible	rate/\$100
\$500	0.95
\$1,000	0.80
\$2,500	0.60
\$5,000	0.50

Subcontractors	
Limit (Occur/Agg)	Rate/\$1,000
\$300,000/\$600,000	3.11
\$500,000/\$1,000,000	3.54
\$1,000,000/\$2,000,000	4.36
\$1,000,000/\$3,000,000	4.41
\$2,000,000/\$4,000,000	5.04

Contractors' Employee Tools	
Deductible	Rate/\$100[#]
\$500	3.50
\$1,000	2.75
\$2,500	1.75
\$5,000	1.50

B. Auto Service Program

1. This is an insurance program specially designed for the auto repair and service industry. It includes Liability and Property coverages.

Gross annual receipts may not exceed \$4,000,000 and annual payroll must be less than \$600,000.

a. Eligible Operations

- (1) Tune-Up Shops
- (2) Oil and Lubrication Shops
- (3) Wheel Alignment Shops (no heavy trucks or frame straightening)
- (4) Auto Electrical Repair Shops
- (5) Undercoating, Sealing and Rustproofing Shops
- (6) Transmission Shops
- (7) Light Mechanical Repair (with incidental body work)
- (8) Radiator and Air Conditioning Shops
- (9) Muffler, Shock and Brake Shops
- (10) Auto Glass Shops
- (11) Detail Shops
- (12) Tire Dealers
- (13) Seat Cover and Upholstery Shops
- (14) Car Washes (Refer to Rule **B.4.**)
- (15) Auto Sales are eligible if:
 - Incidental to the overall auto service operation;
 - Receipts are less than 20% of the total receipts; and
 - The vehicles for sale inventory is less than \$100,000.

b. Ineligible Operations

- (1) LPG Sales - refilling operations
- (2) Rental Operations of any kind
- (3) Towing Operations (unless incidental)
- (4) Rent-A-Bay or Self Service Operations
- (5) Body Shops
- (6) Junk Yards or Used Auto Parts sales
- (7) 24 Hour Operations
- (8) Guard Dogs or Watch Dogs on premises
- (9) Shops with over 15 fulltime employees

Auto Service Program (Cont'd)

2. Definition of Employee

a. Full-Time

- (1) Each owner, partner or active officer; and
- (2) Any person working more than 120 days in any one year.

b. Part-Time

- (1) Any person who works less than 120 days in any one year. The rate for a part-time employee is 1/2 the rate for a full-time employee.
- (2) For premium computation purposes, compute the total number of days worked by all part-time employees, divide by 120 days, and round to the next highest whole number.

- c. Exclude from rating any inactive officers or partners and clerical employees.

3. Endorsements

- a. The Auto Service Program - Extension Endorsement **BO 00 14** is attached to all auto service policies at an additional charge of \$25 per location.

Automatic Coverage Extensions include:

- (1) Broad Form Products Liability.
- (2) Legal Liability for damage to real property caused by an auto - \$10,000.
- (3) Fences, light poles, and lighting equipment located at the premises is added to the description of building.
- (4) Liability coverage for the operation of customer's auto while on insured premises.
- (5) Employees' Tools - \$2,500 for any one occurrence limited to \$500 for any one employee.
- (6) Mechanics' Errors And Omissions Liability - provides coverage for mechanics' acts, errors or omissions at a sublimit of \$25,000. Optional limits of \$50,000 and \$100,000 are available.

(a) Optional Higher Mechanics' Errors And Omissions Limits

Limit of Insurance	Premium
\$ 50,000	\$30
\$100,000	\$70

- b. **Hired Auto And Non-owned Auto Liability Coverage and Hired Auto Physical Damage Coverage**

Endorsement **BO 00 58** is attached to all auto service policies and Hired Physical Damage coverage is also provided. The rate is determined as follows:

(1) Hired Auto

Determine the flat charge from the auto service rate page.

Auto Service Program (Cont'd)

(2) Non-owned Auto

- (a)** Determine the number of employees.
- (b)** Multiply the number of employees by the rate shown in the auto service rate pages for this coverage.

c. Garagekeepers Coverage

- (1)** Endorsement **BO 00 16** is available on a Direct Excess, Direct Legal Liability or Direct Primary basis.
- (2)** Refer to the Garagekeepers Liability rates to determine the additional premium.

d. Auto Service and Sales Plus Coverage Endorsement

1. Description Of Coverage

The Auto Service and Sales Plus Coverage Endorsement is available for auto service risks that have incidental auto sales and provides the following coverages:

- False Pretense Coverage - \$25,000
- Physical Damage - Autos Held for Sale by Non-Dealer - \$100,000
- Title Errors and Omissions Coverage - \$300,000
- Truth in Lending Errors and Omissions Coverage - \$300,000
- Federal Odometer Statute Errors and Omissions Coverage - \$300,000
- Prior Damage Disclosure Statutes Errors and Omissions Coverage - \$300,000

2. Endorsement

Use Auto Service and Sales Plus Coverage Endorsement **BO 00 80**.

3. Premium Determination

Develop the additional premium for Auto Service and Sales Plus Coverage by charging an additional \$400 per location.

Note: When this endorsement is attached the following endorsement is required to be added to the Commercial Auto Coverage Part: Registration Plates Not Issued For A Specific Auto - **CA 20 27**.

4. Car Wash Classifications

- a.** This rule supersedes Paragraph **B.3.** above if the Car Wash classification is used.

The Car Wash Program - Extension Endorsement **BO 00 17**, Hired Auto And Non-owned Auto Liability Coverage Endorsement **BO 00 58** and Garagekeepers Coverage **BO 00 16** are attached to policies utilizing the car wash classification. A charge of \$275 per location applies for these endorsements with a maximum charge of \$550.

Automatic Coverage Extensions include:

- (1)** Non-owned Auto Liability.
- (2)** Hired Car Liability.
- (3)** Hired Auto Direct Physical Damage.
- (4)** Broad Form Products Liability.

Auto Service Program (Cont'd)

- (5) Loss of Use Coverage when a customer's auto is stolen or damaged.
 - (6) Legal Liability for damage to real property caused by an auto - \$10,000.
 - (7) Liability coverage for the operation of customer's auto while on insured premises.
 - (8) Physical Damage coverage for customer's cars under legal liability basis - with option for direct primary basis.
 - (9) Outdoor Vacuums and Light Poles included in the building coverage.
 - (10) Mechanics' Errors And Omissions Liability Coverage - provides coverage for acts, errors or omissions at a sub-limit of \$25,000.
- b. Garagekeepers Direct Primary Coverage. An additional charge of \$125 applies per location for this coverage.
 - c. A deviation of .90 may be applied to this class.

5. Premium Determination

- a. Rate Liability according to the Auto Service Liability Rates. Refer to the state territories to determine the territory and territory code applicable to the location of the premises insured.

Multiply the number of full-time and part-time employees by the applicable liability rate to develop the liability premium.

For Lessors Liability under Auto Service, use Liability Class Group 21, and Liability Exposure Base Limit Of Insurance (LOI).

- b. (1) Rate Buildings and Business Personal Property according to the ISO Rules under **23.C. Premium Determination.**

(2) (a) The following rate number relativities are added to table **23.C.1.b.(RF)**:

Rate Number Relativities

Property Rate Number	Classification	Factor
37	Auto Service - Building	1.425
38	Auto Service - Business Personal Property	0.865

(b) The following sprinkler factors are added to table **23.C.5.(RF)**:

Property Rate Number	Classification	Factor
37	Auto Service - Building	.85
38	Auto Service - Business Personal Property	.85

- 6. Minimum Premium for this program is \$450.
- 7. If owned auto coverage is desired, a separate list of covered autos and coverages is necessary.

Auto Service Program (Cont'd)

Auto Service Liability Rates

Territory	100/200	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
706, 715, 716	\$120	\$147	\$158	\$173	\$175	\$188
704, 711, 712, 717	\$111	\$136	\$146	\$160	\$162	\$174
702, 708, 713, 714, 719	\$106	\$130	\$140	\$153	\$155	\$166
710	\$150	\$184	\$198	\$217	\$219	\$236
709, 718	\$132	\$162	\$174	\$191	\$193	\$207

Hired Auto And Non-owned Auto

	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
Hired Auto	\$53	\$ 58	\$ 65	\$ 66	\$ 72
Non-owned Auto*	\$93	\$101	\$113	\$115	\$126

*For Non-owned auto premium determination is as follows:

Take the total number of employees (including inactive officers and clerical) and multiply by .25.

Take this result and multiply by the Non-owned minimum premium shown above. Charge the premium developed subject to the minimum premium.

EACH EMPLOYEE DEFINITION - All owners, partners, officers and employees, except no charge will be made for (1) inactive officers or partners and (2) clerical employees. Use 50% of the above rate for an employee who works less than 120 days per year.

GARAGEKEEPERS LIABILITY

Legal Liability & Direct Primary Coverages

Garagekeepers Liability

\$100 Deductible per car for all Direct Coverage and \$500 per occurrence for Theft, Vandalism or Mischief	Direct Coverage	
Amount of Insurance	Legal Liability	Direct (Primary)
15,000	\$145	\$ 196
30,000	\$254	\$ 342
60,000	\$421	\$ 568
90,000	\$577	\$ 781
120,000	\$719	\$ 969
150,000	\$855	\$1.153
180,000	\$985	\$1,330
Addl. Limits over \$180,000 (per \$1,000)	\$5.48	\$7.39

\$250 Deductible per car for all Direct Coverage and \$1,000 per occurrence for Theft, Vandalism or Mischief	Direct Coverage	
Amount of Insurance	Legal Liability	Direct (Primary)
15,000	\$110	\$148
30,000	\$191	\$259
60,000	\$318	\$428
90,000	\$433	\$588
120,000	\$540	\$729
150,000	\$640	\$865
180,000	\$739	\$997
Addl. Limits over \$180,000 (per \$1,000)	\$4.11	\$5.54

\$500 Deductible per car for all Direct Coverage and \$2,500 per occurrence for Theft, Vandalism or Mischief	Direct Coverage	
Amount of Insurance	Legal Liability	Direct (Primary)
15,000	\$ 89	\$120
30,000	\$153	\$207
60,000	\$254	\$344
90,000	\$346	\$470
120,000	\$432	\$583
150,000	\$511	\$690
180,000	\$590	\$798
Addl. Limits over \$180,000 (per \$1,000)	\$3.28	\$4.43

\$1,000 Deductible per car for all Direct Coverage and \$4,000 per occurrence for Theft, Vandalism or Mischief	Direct Coverage	
Amount of Insurance	Legal Liability	Direct (Primary)
15,000	\$ 75	\$101
30,000	\$130	\$177
60,000	\$216	\$293
90,000	\$294	\$400
120,000	\$367	\$495
150,000	\$435	\$587
180,000	\$501	\$679
Addl. Limits over \$180,000 (per \$1,000)	\$2.79	\$3.77

Direct Excess Coverage

Multiply the Legal Liability premium above by 1.15 to develop premium for Direct (Excess).

C. Small Church Protector Program

1. This is an insurance program specially designed for the small church risk with property limits of \$2,000,000 or less for all buildings and business personal property at each location. The program includes liability premium determination based upon the square footage of the church buildings. When coverage is written under this program the Small Church Program - Extension Endorsement **BO 00 20** is attached at no additional charge.
 - a. Automatic coverage extensions include:
 - (1) Newly acquired property or new construction at any one location up to 180 days at the sum of the Limit of Insurance for your Buildings and your Business Personal Property but not more than \$500,000 at any one location (\$750,000 at any one location when Businessowners Platinum Plus Endorsement **BO 00 57** is applicable to the policy).
 - (2) \$2,500 for church property in dwellings maintained for church employees.
 - (3) Fences, light-bearing standards or poles is provided at a limit of \$10,000.
 - (4) Appurtenant Structures and Buildings provided at 10% of Building limit or \$20,000, whichever is less.
 - (5) \$5,000 damage to property of others coverage for property of others in your care, custody and control.
 - (6) Volunteer Workers labor medical payments coverage.
 - (7) Athletic medical expense coverage subject to a \$50 deductible.
 - (8) Additional insured coverage for:
 - (a) Any members of the clergy;
 - (b) Any member of the board of trustees, governors, or board of education;
 - (c) Any member of the church.
 - (9) \$150,000 of Tenant's Fire Liability Coverage is included.
 - (10) Money and Securities with double money coverage 48 hours before, during, and 48 hours after the Sunday celebrating Easter, Thanksgiving and Christmas.
 - (11) Extends Employee Dishonesty to provide coverage for Faithful Performance of employees.
2. **Eligibility Standards**
 - a. Only churches with property limits of \$2,000,000 or less for building and business personal property at each location. Any two buildings or more that would constitute one fire division with a combined limit of \$2,000,000 or more are not eligible for the program.
 - b. Churches with daycare or pre-school operations are eligible for this program. The number of children should not exceed 40 at any one time.
3. **Premium Determination**
 - a. (1) Rate Liability according to the Church Liability Rates. Refer to the state territories to determine the territory and territory code applicable to the location of the premises insured. At each location, multiply the applicable liability rate by the amount of square feet per 1,000. (This does not include a parsonage).
 - (2) Rate Cemeteries based on the state-territory for the location of the premises insured. Multiply the applicable rate by the number of acres.

Small Church Protector Program (Cont'd)

- (3) Rate Daycares based on the state-territory for the location of the premises insured. Multiply the applicable rate by the number of licensed students/children.
- b. (1) Rate Buildings and Business Personal Property according to the ISO Businessowners Property Rule **23.C**. Premium Determination.
- (2) Rate Playgrounds and Amusement Areas separately for liability under Rule **23.C.6.c.(1)**. Premium charge is per location.

<u>Limits</u> (per occurrence/annual aggregate)	<u>Annual Premium</u>	
	Playgrounds- Indoor or Outdoor	Amusement Areas
\$ 300/\$ 600	\$50	\$ 75
\$ 500/\$1,000	\$53	\$ 79
\$1,000/\$2,000	\$61	\$ 92
\$1,000/\$3,000	\$62	\$ 94
\$2,000/\$4,000	\$70	\$106

- (3) The following rate number relativities are added to Table **23.C.1.b.(RF)**:

Property Rate Number	Classification	Factor
35	Church - Building	.812
36	Church - Building Personal Property	.450

- (4) The following sprinkler factors are added to Table **23.C.5.(RF)**:

Property Rate Number	Classification	Factor
35	Church - Building	.75
36	Church - Building Personal Property	.75

- c. Attach Endorsement **BO 00 20** Small Church Program - Extension Endorsement.
- d. Minimum Policy Premium for this program is \$450.

4. Optional Coverages and Endorsements

- a. Counseling Professional Liability Coverage Endorsement **BO 00 23**. This optional endorsement may be used to cover the professional liability claims arising out of the counseling activities of pastoral counselors and trained lay counselors. The premium for this endorsement is in addition to any Policy Minimum Premium.

<u>Limits</u> (per occurrence/annual aggregate)	<u>Annual Premium</u>	
	Pastoral Counselor	Trained Lay Counselor
\$ 300/\$ 600	\$28	\$12
\$ 500/\$1,000	\$40	\$16
\$1,000/\$2,000	\$52	\$21
\$1,000/\$3,000	\$53	\$22
\$2,000/\$4,000	\$60	\$24

A premium charge must be made for all pastoral counselors and trained lay counselors. Example: If there are three pastoral counselors, a premium charge will be made for all three.

Small Church Protector Program (Cont'd)

- b. Sexual Acts Liability Coverage Endorsement **BO 00 22**. This optional endorsement provides liability coverage for damages arising out of:

- (1) any alienation of affection;
- (2) the actual or threatened sexual abuse, misconduct or molestation by anyone of any person while in the care, custody or control of any insured; or
- (3) the negligent:
 - (a) employment;
 - (b) investigation;
 - (c) supervision;
 - (d) reporting to the proper authorities, or failure to so report; or
 - (e) retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (2) above.

<u>Limits</u>	<u>Annual Premium</u>
\$ 50,000 per occurrence/\$150,000 annual aggregate	\$125
\$100,000 per occurrence/\$300,000 annual aggregate	\$250
\$250,000 per occurrence/\$500,000 annual aggregate	\$450
\$500,000 per occurrence/\$500,000 annual aggregate	\$600

The premium for this endorsement is in addition to any Policy Minimum Premium.

- c. Personal Coverage Endorsement. This optional Endorsement **BO 00 21** provides special personal property coverage on a replacement cost basis, personal liability coverage, and medical payments to others coverage (*similar to HO-4, with HO 05 24 endorsement*), for the minister, assistant minister or other church employees. The premium for this endorsement is in addition to the BOP policy premium as calculated without the premium for this endorsement.

The liability and medical payments to others limits are the same as the per occurrence limit and medical payments limit that apply to the church. This coverage is included at no additional charge.

Personal property rates apply as follows:

Personal Property Limit	Annual Premium
\$10,000	\$ 55
20,000	\$ 82
30,000	\$107
40,000	\$132
50,000	\$157

For limits over \$50,000, charge an additional \$2.00 for each \$1,000 of coverage over \$50,000. A \$500 deductible will apply.

Small Church Protector Program (Cont'd)

5. Claim-Free Renewal Discount Plan

a. Eligibility

To qualify for this plan, the policy must be an existing renewal policy with Celina Mutual and must be written in the Small Church Protector Program.

- (1) The discount will apply to all lines and coverages written within the program, except Uninsured and Underinsured Motorists Liability, Workers' Compensation and Commercial Umbrella.
- (2) If a renewal policy has been claim-free for the preceding year, the risk will receive a 5% discount. If a renewal policy has been claim-free for the previous two years or more, the risk will receive a 10% discount.

b. Maximum Discount

The maximum allowable discount will be capped at 10%.

c. Premium Development

- (1) Existing renewal may qualify for 5% or 10% based upon their previous claim experience.
- (2) The annual renewal period(s) immediately preceding the current renewal shall be considered the qualifying period for the purposes of this plan.
- (3) Develop the premium for each coverage. Multiply by any rate reductions, modification factors or other rating plan debits or credits at this time. Apply the claim-free renewal discount factor.
- (4) The claim-free discount factor is separate and not cumulative with any other factor, discount or rate reduction. It is established for a period of one year only. A risk must be submitted annually for the establishment of the renewal premiums.

Church Liability Rates - Rate Per 1,000 sq. ft

Territory	Limit				
	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
702	\$ 6	\$ 6	\$ 7	\$ 7	\$ 7
704	\$ 8	\$ 8	\$ 9	\$10	\$10
706	\$ 4	\$ 4	\$ 5	\$ 5	\$ 6
708	\$ 7	\$ 7	\$ 8	\$ 8	\$ 8
709	\$ 5	\$ 5	\$ 6	\$ 6	\$ 7
710	\$ 5	\$ 5	\$ 6	\$ 6	\$ 7
711	\$ 7	\$ 7	\$ 8	\$ 8	\$ 9
712	\$ 7	\$ 7	\$ 8	\$ 8	\$ 9
713	\$10	\$11	\$12	\$13	\$13
714	\$10	\$11	\$12	\$13	\$13
715	\$ 5	\$ 5	\$ 6	\$ 6	\$ 6
716	\$ 5	\$ 5	\$ 6	\$ 6	\$ 6
717	\$ 9	\$10	\$11	\$12	\$12
718	\$ 9	\$10	\$11	\$12	\$12
719	\$ 5	\$ 5	\$ 6	\$ 6	\$ 7

Small Church Protector Program (Cont'd)

Cemeteries - Rate Per Acre					
Territory	Limit				
	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
702	\$2	\$ 2	\$3	\$3	\$3
704	\$3	\$ 3	\$4	\$4	\$4
706	\$2	\$ 2	\$2	\$2	\$2
708	\$3	\$ 3	\$3	\$3	\$3
709	\$2	\$ 2	\$2	\$2	\$2
710	\$2	\$ 2	\$2	\$2	\$2
711	\$3	\$ 3	\$3	\$3	\$3
712	\$3	\$ 3	\$3	\$3	\$3
713	\$4	\$ 4	\$5	\$5	\$5
714	\$4	\$ 4	\$5	\$5	\$5
715	\$2	\$ 2	\$2	\$2	\$2
716	\$2	\$ 2	\$2	\$2	\$2
717	\$4	\$ 4	\$5	\$5	\$5
718	\$4	\$ 4	\$5	\$5	\$5
719	\$2	\$ 2	\$2	\$2	\$2

**Daycare
Rate Per Person (# of Students Licensed)**

Territory	Limit				
	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
702	\$1	\$1	\$1	\$1	\$1
704	\$2	\$2	\$2	\$2	\$2
706	\$1	\$1	\$1	\$1	\$1
708	\$1	\$1	\$2	\$2	\$2
709	\$1	\$1	\$1	\$1	\$1
710	\$1	\$1	\$1	\$1	\$1
711	\$1	\$2	\$2	\$2	\$2
712	\$1	\$2	\$2	\$2	\$2
713	\$2	\$2	\$3	\$3	\$3
714	\$2	\$2	\$3	\$3	\$3
715	\$1	\$1	\$1	\$1	\$1
716	\$1	\$1	\$1	\$1	\$1
717	\$2	\$2	\$2	\$2	\$3
718	\$2	\$2	\$2	\$2	\$3
719	\$1	\$1	\$1	\$1	\$1

D. Preferred Self-Storage Facilities Program

The following Self-Storage rules apply in addition to any ISO and/or Company Businessowners rules if the Preferred Self-Storage Facilities classification is used.

1. In addition to the Businessowners Plus Endorsement **BO 00 02** or Businessowners Platinum Plus Endorsement **BO 00 57** that is attached to the policy; the Self-Storage Facilities Amendatory Endorsement **BO 00 33** is also attached. This endorsement extends the definition of building to include fences, light poles, and lighting equipment.
2. **Self-storage Facilities Endorsement BO 00 32**

When insuring eligible self-storage facility risks, Endorsement **BO 00 32** must be attached. This endorsement revises several provisions of the property and liability coverages as follows:

a. Property Coverage

This endorsement adds Accrued Rental Charges as a component of Business Income Coverage; and amends coverage to provide Employee Theft to include personal property of your customers.

b. Liability Coverage

This endorsement includes a \$50,000 Customers' Goods Legal Liability limit and a \$25,000 Sale and Disposal Liability limit. Exclusions specific to these coverages are added. The pollution exclusion is also amended to exclude pollutants brought onto the location by customers. Any loss covered under Section I - Property is excluded.

(1) Customer Goods Legal Liability

Provides property damage to customer's property while at the described premises, but only to the extent that the insured is legally liable for such property damage. The \$50,000 included limit per location can be increased.

(2) Sale and Disposal Liability

Provides coverage for acts or omissions by the insured arising from the sale, removal or disposition of customer's property or Lock-Out of the customer's space as a result of business operations. The \$25,000 included limit can be increased.

c. Premium

(1) Included Coverage and Limits

Charge a premium of \$100 per self-storage location.

(2) Optional Higher Limits

Refer to the rates to determine the additional premium for higher limits options.

Rate	
The additional rate (per \$1,000) for Customers Goods Legal Liability Coverage Optional Higher Limits	1.00

Customers Goods Legal Liability Optional Higher Limits Premium Determination

Rate	
The additional rate (per \$1,000) for Sale and Disposal Liability Coverage Optional Higher Limits	\$2.50

Sale and Disposal Liability Optional Higher Limits Premium Determination

Preferred Self-Storage Facilities Program (Cont'd)

3. Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value:

Roof age must meet the following age requirement in order for this endorsement to be added with the premium reduction: Asphalt shingle roofs $\geq$ 10 years; Metal roofs $\geq$ 20 years.

a. Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement

(1) Description Of Coverage

This endorsement changes the Loss Payment Property Loss Condition to provide that loss or damage to roof surfacing caused by windstorm or hail will be settled on an actual cash value basis rather than a replacement cost basis.

(2) Endorsement

Use Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement Endorsement **BP 14 04**.

(3) Premium Determination

Determine the reduced premium by multiplying the Building rate determined in Rule **23.C.6.a.(2)(c)(viii)** by the applicable factor shown in the table below.

Factor
.20

Self-Storage - Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement

- 4. a.** Rate the Buildings and Business Personal Property according to the ISO Rule **23.C. Premium Determination**.
- b.** Rate Liability according to ISO Rule **23.C. Premium Determination**.
- c.** The following rate number relativities are added to Table **23.C.1.b.(RF)**:

Property Rate Number	Classification	Factor
39	Preferred Self-Storage	1.28

- d.** The following sprinkler factors are added to Table **23.C.5.(RF)**:

Property Rate Number	Classification	Factor
39	Preferred Self-Storage	.80

E. Fabricare Program

The following Fabricare rules apply in addition to any ISO and/or Company Businessowners rules when the Laundry and Dry Cleaning Classifications are used. The Fabricare Endorsement and coverages are only available for applicant-occupied risks.

1. In addition to the Businessowners Platinum Plus Endorsement **BO 00 57** that is attached to the policy, attach the Fabricare Endorsement **BO 00 66**. This Endorsement extends false pretense coverage up to \$5,000, limits money and securities for money operated devices to \$100 per device and \$1,000 per occurrence, extends property damage liability to apply to damage to property of others while in the insured's care, custody or control up to \$5,000 per occurrence/\$10,000 aggregate, and excludes property damage liability arising out of self-service laundry, dry cleaner, and coin-operated machine operations. Additionally, Ordinance Or Law Coverage Endorsement **BO 00 01** will also be attached to the policy to provide coverage for 50% of the building limit for Coverage 1, 2 and 3.

The additional premium for the Fabricare Endorsement and Ordinance Or Law Coverage is 5% of the property premium.

2. Premium Determination

- a. Rate the Buildings and Business Personal Property according to ISO Rule **23.C.** Premium Determination.
- b. Rate Liability according to ISO Rule **23.C.** Premium Determination.
- c. The following rate number relativities are added to Table **23.C.1.b.(RF)**:

Property Rate Number	Classifications	Factor
40	Dry Cleaners/ Laundromats	1.013
41	Dry Cleaners	2.364

- d. The following sprinkler factors are added to Table **23.C.5.(RF)**:

Property Rate Number	Classifications	Factor
40	Dry Cleaners/ Laundromats	.80
41	Dry Cleaners	.70

- e. The following liability class group relativities (occupant) are added to Table **23.C.6.b.(2)(b)(i)#1(RF)**:

Liability Rate Number	Classifications	Factor
48	Dry Cleaners/ Laundromats	1.183
49	Dry Cleaners	3.072

- f. The following liability class group relativities (lessor) are added to Table **23.C.6.b.(2)(b)(i)#4(RF)**:

Liability Rate Number	Classifications	Factor
48	Dry Cleaners/ Laundromats	1.615
49	Dry Cleaners	2.406

Fabricare Program (Cont'd)

3. Bailee Customers Floater Coverage Endorsement

Bailee Customers Floater Coverage **BO 00 63**. This Optional endorsement may be used to provide unlimited coverage for Processing Locations and/or Storage Locations. Property In Transit is automatically included for a limit of \$50,000. The applicable deductible is the policy deductible and is listed on the Schedule Of Coverages - Bailee Customers Floater **BO 00 64**.

The rate for the Bailee Customers Endorsement is \$.50 per \$1,000 gross receipts per location. The rate to increase the Property In Transit limit over \$50,000 is \$5.00 per \$1,000 of coverage.

When the Bailee Customers Endorsement is attached to the policy, the optional Fur Garment Endorsement **BO 00 65** can be added subject to a rate of \$.55 per \$100 of coverage per location.

- 4.** Apply a 10% discount when the insured is a member of the Ohio Cleaners Association. Discount will apply to all premium with the exception of the Fabricare Endorsement, Platinum Plus Endorsement and the Bailee Customers Endorsement.

F. Restaurant Program

The following Restaurant rules apply in addition to any ISO and/or Company Businessowners rules if Restaurant classifications are used.

1. In addition to the Businessowners Plus Endorsement **BO 00 02** or Businessowners Platinum Plus Endorsement **BO 00 57** that is attached to the policy; the Restaurant - Extension Endorsement **BO 00 76** is also attached.

The endorsements described below modify the coverage available for Restaurants insureds on the Businessowners Coverage Form. All of the endorsements are optional; however, Restaurants - Extension Endorsement **BO 00 76** must be attached. When Endorsement **BO 00 76** is attached to the policy, do not attach either Spoilage Coverage - Contamination And/Or Power Outage **BO 00 56** or Food Contamination Endorsement **BP 04 31**.

a. Endorsements

(1) Restaurant - Extension Endorsement **BO 00 76**

(a) Coverages

This endorsement modifies the Businessowners Coverage Form **BP 00 03** under:

(i) Section I - Property to provide either new or enhanced coverage for:

- brands and labels;
- food contamination including business income - \$10,000;
- loss of keys - \$1,000;
- ordinance or law equipment coverage;
- spoilage-contamination and power outage - \$10,000; and
- employee, dishonesty coverage to include coverage for theft of customers' property by an identified employee.

(ii) Section II - Liability to:

- (a) Provide coverage for errors and omissions in the delivery of items sold by the restaurant; and
- (b) Provide coverage for costs associated with merchandise withdrawal, including notifications, overtime, transportation, storage space and/or disposal.

(b) Optional Limits

The limit of insurance for the following coverages may be increased:

(i) Food Contamination

The \$10,000 limit of insurance for business income expenses incurred as a result of the insured's business at described premises being ordered closed by the Board of Health or another governmental authority may be increased. The \$3,000 limit of insurance for additional advertising expense may also be increased.

(ii) Spoilage-Contamination and Power Outage

The \$10,000 per occurrence limit of insurance for loss resulting from spoilage-contamination and power outage may be increased. Spoilage coverage due to mechanical breakdown is automatically provided under the Equipment Breakdown Enhancement Endorsement at a limit of \$100,000.

Restaurant Program (Cont'd)

(c) Endorsement

Use Endorsement **BO 00 76**.

(d) Premium Determination

- (i)** For each location where coverage applies, charge a premium of \$75 for Endorsement **BO 00 76**.
- (ii)** If the Employee Dishonesty Optional Coverage is provided at an increased limit, multiply the premium determined for that coverage in Rule **28.A.8.b.(5)** by a factor of **1.10** to develop the total premium for Employee Dishonesty Coverage including theft of customers' property.
- (iii)** For each location where an optional increased limit of food contamination coverage or advertising expense applies, refer to Rules **29.A.11.e.(1)** and **29.A.11.e.(2)** to determine the additional premium.
- (iv)** For each location where an optional increased limit of spoilage-contamination and power outage coverage applies, refer to Rule **29.A.21.d.(2)** to determine the additional premium.

(2) Restaurants - Loss Or Damage To Customers' Autos (Legal Liability Coverage)

(a) Coverage

Coverage is available for loss or damage to customers' and invitees' autos in the care, custody or control of the insured while at the described premises. Losses are payable only for the account of the owner of the auto. Coverage applies only for the insured's legal liability for the loss or damage.

(b) Endorsement

Use Restaurants - Loss Or Damage To Customers' Autos (Legal Liability Coverage) Endorsement **BP 07 79**.

(c) Deductibles

This coverage is subject to a deductible of \$250 for each customer's auto for loss caused by theft or mischief or vandalism, subject to a maximum deductible of \$500 for all loss in any one event, and a \$500 deductible for each customer's auto for loss caused by collision. Optional deductibles are available. The deductible applies per location; however, the deductible amount selected for the insured's primary premises is the deductible amount that applies to any additional premises for which Loss Or Damage To Customers' Autos coverage is provided.

(d) Premium Determination

- (i)** Determine the applicable limit of insurance for each location where coverage applies.

Restaurant Program (Cont'd)

- (ii) Refer to the rates table below to determine the premium for the total limits of insurance covered under the policy for all locations.

\$250 Other Than Collision/\$500 Collision Deductible	
Maximum Limit of Liability	Premium
\$ 6,000	\$ 86
7,500	96
9,000	113
12,000	141
15,000	165
18,000	193
22,500	225
30,000	287
37,500	336
45,000	381
60,000	473
75,000	565
90,000	646
120,000	805
150,000	952
180,000	1,098
225,000	1,318
300,000	1,669
375,000	2,024
450,000	2,371
600,000	3,047
750,000	3,706
900,000	4,338
1,200,000	5,528
1,500,000	6,617
2,000,000	7,511
2,500,000	8,183
Over 2,500,000	3.27 per 1,000

- (iii) Select the desired deductible, then multiply the premium determined in Paragraph (2) by the appropriate factor below to determine the final premium.

Deductible			Factor
Other Than Collision		Collision	
Each Auto	Any One Event		
\$ 250	\$ 500	\$ 500	1.00
250	1,000	500	.96
500	2,500	500	.86
500	2,500	1,000	.76
1,000	5,000	1,000	.68

Restaurant Program (Cont'd)

2. Program Eligibility

All restaurant risks must meet the following criteria:

- Buildings must have been built in the last 40 years to qualify for the program.
- Buildings older than 25 years must have been inspected for electrical, heating, plumbing and roofing within the past 10 years and updated as necessary.
- The restaurant must be in operation for three years or more at the same location under the same trade name and ownership.
- Sales must not exceed \$6,000,000 total gross sales per location.
- Risk must exhibit favorable loss history and financial stability. Properties must be modern and well maintained.
- No live entertainment, other than incidental background music. No dancing.
- No boat docks or water rights.

a. Limited Cooking Restaurants Eligibility

(1) Definition

Limited cooking restaurants are those where foods are prepared cold or cooked using appliances which do not emit smoke or grease-laden vapors that require an exhaust system (for example, electric sandwich grills, toasters, warming ovens, roller warmers, infrared snack warmers, microwave ovens, domestic ranges, domestic ovens and pizza ovens).

No grilling, open broiling, deep fat frying, roasting, barbecuing, solid fuel cooking (for example, mesquite, charcoal or hardwood) or other processes capable of producing grease-laden vapors requiring an exhaust system are permitted.

(2) Additional Eligibility Requirements

Limited cooking restaurants are subject to the following additional eligibility requirements:

- (a) No more than 7,500 square feet in total floor area;
- (b) Seating capacity no greater than 75;
- (c) With or without table service;
- (d) Sales of beer or wine only. Sales of beer and wine no greater than 25% of total sales. No other liquor sales;
- (e) No bar or cocktail lounge;
- (f) Catering service (that is, service involving serving food away from the insured's premises) must not exceed 10% of total sales; and
- (g) No seasonal operations (risks that are closed for more than 30 consecutive days).

b. Fast Food Restaurants

(1) Definition

Fast food restaurants may include limited cooking type appliances and only the following cooking processes capable of producing grease-laden vapors requiring an exhaust system: grilling, enclosed broiling, deep fat frying, roasting or barbecuing. Open broiling and solid fuel cooking (for example, mesquite, charcoal or hardwood) are not permitted.

Restaurant Program (Cont'd)

(2) Additional Eligibility Requirements

Fast food restaurants are subject to the following additional eligibility requirements:

- (a) Located in Fire Protection Class 1-8. Protection class 9 risks are not eligible;
- (b) No more than 7,500 square feet in total floor area;
- (c) Seating capacity no greater than 150;
- (d) No table service;
- (e) No Restaurants with playground equipment;
- (f) Sales of beer or wine only. Sales of beer and wine no greater than 25% of total sales. No other liquor sales;
- (g) No bar or cocktail lounge;
- (h) Catering (that is, service involving serving of food away from the insured's premises) must not exceed 10% of total sales;
- (i) No seasonal operations (risks that are closed for more than 30 consecutive days); and
- (j) Installation and maintenance of an automatic extinguishing system for cooking equipment equivalent to that which is recommended by NFPA Standard #96.

(3) National Fire Protection Association Standard For Ventilation Control And Fire Protection Of Commercial Cooking Operations (NFPA Standard #96)

NFPA Standard #96 includes the following:

- (a) An automatic extinguishing system covering hoods, ducts and all surfaces of grills, ranges, deep fat fryers and broilers.
- (b) A contract for semi-annual inspection and maintenance for the extinguishing system, hood and ducts.
- (c) A manual release in the path of exit from the cooking area.
- (d) Temperature settings of systems with detectors above the filters or temperature settings of systems with detectors below the filters set at specified levels.
- (e) Portable fire extinguishers of the type described in NFPA Standard #96, and compatible with the extinguishing agent of the hood and duct fire protection system, must be available in the kitchen.
- (f) All deep fat fryers must be equipped with separate high limit controls to shut off fuel when the temperature reaches the level described in NFPA Standard #96.
- (g) A minimum clearance between the hood and duct and combustible construction as described in NFPA Standard #96.

c. Casual Dining Restaurants

(1) Definition

Casual dining restaurants serve moderately priced food in a casual atmosphere to patrons who generally order and are served while seated and pay after eating. Take-out service and the use of a buffet may also be available. These restaurants may serve no alcoholic beverages; serve beer and wine only; or serve beer, wine and liquor.

Restaurant Program (Cont'd)

(2) Additional Eligibility Requirements

Casual dining restaurants are subject to the following additional eligibility requirements:

- (a) Located in Fire Protection Class 1-8. Protection class 9 risks are not eligible;
- (b) No more than 10,000 square feet in total floor area;
- (c) Seating capacity no greater than 200;
- (d) Sales of beer, wine or liquor no greater than 40% of total sales;
- (e) Catering (that is, service involving serving of food away from the insured's premises) must not exceed 10% of total sales;
- (f) No seasonal operations (risks that are closed for more than 30 consecutive days);
- (g) Installation and maintenance of an automatic extinguishing system for cooking equipment equivalent to that which is recommended by NFPA Standard #96, as described in Paragraph **C.(3)**;
- (h) No dancing permitted;
- (i) No live entertainment (including karaoke) other than incidental music, such as piano playing, provided by the establishment;
- (j) No "happy hours" or similar promotions; and
- (k) No bar operations during hours when full table service is not also available. Bar operations for the sole purpose of consuming alcoholic beverages are not permitted.

d. Eligible Classifications

- (1) Any restaurant described in Rule **F. 2.** above and listed in the Businessowners Classification Table is eligible for the Restaurants endorsements.
- (2) Any of the classifications referenced in this rule are eligible even if they also engage in any other types of operations for which an additional classification in the Businessowners Classification Table is required.

3. Premium Determination

a. Building And Business Personal Property Coverage Rate Determination

Rate Buildings and Business Personal Property according to the Rules under **23.C.** Premium Determination.

b. Liability and Medical Expense Coverage Rate Determination

Rate Liability according to the Rules under **23.C.** Premium Determination.

VI. DEVIATIONS TO ISO ADDITIONAL RULES

- A.** Under additional Rule **A.1. Stop Gap-Employers Liability Coverage**, Item **C.** is replaced by the following:

a. Premium Determination

The premium for this endorsement is calculated as follows:

	\$300,000	\$500,000	\$1,000,000
Contractors - Each Full-Time	\$13	\$14	\$ 17
Contractors - Each Part-Time	\$ 5	\$ 6	\$ 7
Contractors - Minimum Premium	\$85	\$90	\$130
All Other Classes - Flat Charge	\$85	\$90	\$130

- B.** Under Additional Rule **A.2. Terrorism**, the following revises **Terrorism Version TEX516 (OHIO)**:

1. Under Paragraph **C.2., Premium Determination**, Table **C.2.a.**, applicable to Building And Business Personal Property Certified Acts Of Terrorism Coverage is replaced by the following:

Building And Business Personal Property Certified Acts Of Terrorism Coverage

Rate	
Building	Business Personal Property
.005	.005

Table C.2.a. Building And Business Personal Property Certified Acts of Terrorism Coverage Rates - Ohio

2. Under Paragraph **C.2., Premium Determination**, Table **C.2.b.** applicable to Liability and Medical Expenses Certified Acts of Terrorism Coverage is replaced by the following:

Liability And Medical Expenses Certified Acts Of Terrorism Coverage

Factors		
Church And Contractor	Auto Service	All Other
.018	.010	.009

Table C.2.b. Liability And Medical Expenses Certified Acts Of Terrorism Coverage Factors

DEVIATIONS TO ISO ADDITIONAL RULES (Cont'd)

3. Paragraph **D.2. Prorating New and Renewal Policies** is deleted and replaced by the following:

D.2. Prorating New and Renewal Policies

Use the company rate or factor for the Program Year in which the policy becomes effective or renews each year. For example, for a policy with an annual policy term beginning 4/1/2003, the company rate or factor would be 100% of Program Year 1 company rate or factor.

VII. TRANSITION PROGRAM FOR PREMIUM CHANGES RESULTING FROM REVISED RATING PROCEDURES FOR BUSINESSOWNERS PROGRAM

- A.** This transition rule applies to policies being renewed with the ISO 07/2013 Businessowners Program, which were previously on the ISO 01/2006 Businessowners Program. It is to be used for the determination of premiums for policies written on an annual basis.
1. The company premium for the first annual renewal shall be not more than 25% higher or 20% lower than the company premium which applied at the last anniversary date.
 2. The company premium for the second annual renewal shall be not more than 25% higher or 20% lower than the company premium developed under Paragraph **A.1.**
 3. The company premium for the third annual renewal shall be not more than 25% higher or 20% lower than the company premium developed under Paragraph **A.2.**
- B.** Premium changes produced by the following are not subject to the capping procedure provided in Paragraph **A.** of this rule:
1. Changes in limits of insurance;
 2. Changes in deductibles;
 3. Addition or deletion of optional coverages (insuring agreements or endorsements);
 4. Changes in loss experience if the risk is experience rated;
 5. Increase or decrease in the number of employees or locations.
- C.** The Minimum Premium rule does not apply to the capping procedure provided in Paragraph **A.** of this rule.

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7. POLICYWRITING MINIMUM PREMIUM

Minimum premium is \$450.

8. ADDITIONAL PREMIUM CHANGES

B. Waiver of Premium

Waive additional premium of \$15.00 or less.

9. RETURN PREMIUM CHANGES

B. Waiver of Premium

Waive return premium of \$15.00 or less.

However, any return premium requested by the insured must be granted.

23. PREMIUM DEVELOPMENT - MANDATORY COVERAGES

C. Premium Determination**6. Premium Determination****c. Additional Rating Considerations****(2) Swimming Pools**

The additional premium for each swimming pool is \$403.00.

28. OPTIONAL COVERAGES

A. Property Coverages**8.b. - Employee Dishonesty - BOP Plus**

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 15,000	\$ 17	\$ 2	\$ 2
\$ 25,000	\$ 42	\$ 4	\$ 6
\$ 30,000	\$ 54	\$ 4	\$ 7
\$ 50,000	\$ 92	\$ 7	\$12
\$100,000	\$162	\$10	\$23

Employee Dishonesty - BOP Platinum Plus

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 30,000	\$ 8	\$ 1	\$ 1
\$ 50,000	\$ 50	\$ 3	\$ 6
\$100,000	\$120	\$ 6	\$17

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28. OPTIONAL COVERAGES (Cont'd)

9.b. - Fire Department Service Charge - BOP Plus

Limit	Premium Per Location
\$ 7,500	\$2.00
\$10,000	\$4.00

Fire Department Service Charge - BOP Platinum

Limit	Premium Per Location
\$15,000	\$ 5.00
\$20,000	\$10.00
\$25,000	\$15.00

10.c. Forgery Or Alteration - BOP Plus

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 10,000	\$ 5	\$1	\$1
\$ 15,000	\$ 9	\$1	\$1
\$ 25,000	\$15	\$2	\$2
\$ 30,000	\$18	\$2	\$2
\$ 50,000	\$28	\$2	\$3
\$100,000	\$45	\$3	\$6

Forgery Or Alteration - BOP Platinum Plus

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 15,000	\$ 4	\$1	\$1
\$ 25,000	\$10	\$1	\$2
\$ 30,000	\$13	\$1	\$2
\$ 50,000	\$23	\$1	\$3
\$100,000	\$40	\$2	\$6

13.b.(1) Money And Securities

BOP Plus

	5,000/5,000		
Territory	Apartment	Office	Other
702	\$2	\$2	\$2
704, 711, 712	\$1	\$1	\$1
706	\$1	\$1	\$1
713, 714	\$2	\$2	\$2
715, 716	\$2	\$2	\$2
708, 709, 710, 717, 718, 719	\$1	\$1	\$1

	10,000/2,000		
Territory	Apartment	Office	Other
702	\$38	\$28	\$35
704, 711, 712	\$25	\$18	\$22
706	\$26	\$19	\$24
713, 714	\$42	\$31	\$38
715, 716	\$46	\$33	\$41
708, 709, 710, 717, 718, 719	\$26	\$19	\$23

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28. OPTIONAL COVERAGES (Cont'd)

	10,000/5,000		
Territory	Apartment	Office	Other
702	\$40	\$30	\$37
704, 711, 712	\$26	\$19	\$24
706	\$28	\$21	\$25
713, 714	\$44	\$33	\$40
715, 716	\$48	\$36	\$44
708, 709, 710, 717, 718, 719	\$27	\$20	\$25

	10,000/10,000		
Territory	Apartment	Office	Other
702	\$44	\$33	\$40
704, 711, 712	\$28	\$21	\$26
706	\$30	\$23	\$28
713, 714	\$48	\$36	\$44
715, 716	\$52	\$40	\$48
708, 709, 710, 717, 718, 719	\$29	\$22	\$27

	15,000/10,000		
Territory	Apartment	Office	Other
702	\$82	\$61	\$75
704, 711, 712	\$53	\$39	\$48
706	\$57	\$42	\$52
713, 714	\$90	\$67	\$82
715, 716	\$97	\$73	\$89
708, 709, 710, 717, 718, 719	\$55	\$41	\$51

BOP Platinum Plus

	10,000/10,000		
Territory	Apartment	Office	Other
702	\$4	\$3	\$3
704, 711, 712	\$2	\$2	\$2
706	\$2	\$2	\$3
713, 714	\$4	\$3	\$4
715, 716	\$4	\$4	\$4
708, 709, 710, 717, 718, 719	\$2	\$2	\$2

	15,000/10,000		
Territory	Apartment	Office	Other
702	\$42	\$31	\$38
704, 711, 712	\$27	\$20	\$24
706	\$29	\$21	\$27
713, 714	\$46	\$34	\$42
715, 716	\$49	\$37	\$45
708, 709, 710, 717, 718, 719	\$28	\$21	\$26

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28. OPTIONAL COVERAGES (Cont'd)

13.b.(4) 24 Hour Operations

Money And Securities - 24 Hour Operations Charge		
Territory	BO 00 02	BO 00 57
702	\$72	\$ 86
704, 711, 712	\$47	\$ 54
706	\$51	\$ 58
713, 714	\$79	\$ 94
715, 716	\$86	\$102
708, 709, 710, 717, 718, 719	\$49	\$ 58

14. b. Outdoor Signs

Rate per \$100 of Sign Value \$2.57

29. ENDORSEMENTS

A. Property Endorsements

4. d. Computer Fraud And Funds Transfer Fraud Coverage

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 25,000	\$ 45	\$5	\$ 5
\$ 50,000	\$ 71	\$6	\$ 8
\$100,000	\$104	\$8	\$13

5. c. Condominium Commercial Unit-owners Optional Coverages

Limit	Rate
\$ 1,000	\$ 7
\$ 5,000	\$12
\$10,000	\$15
Each Add'l \$5,000	\$ 2

Increased Sub-limit For Condominium Association Deductible	Rate
Each Additional \$1,000 up to \$5,000	\$5
Each Additional \$1,000 from \$5,000 to \$10,000	\$2
Each Additional \$1,000 over \$10,000	\$1

**Condominium Commercial Unit-owners Loss Assessment-
Increased-Increased Sub-limit For Condominium Association
Deductible Premium Determination**

Miscellaneous Real Property - \$1.00 per \$100

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29. ENDORSEMENTS (Cont'd)

11. Food Contamination

c. Premium Determination

The additional premium for food contamination is \$54.00

e. Optional Higher Limits of Insurance

(1) Business Income/Extra Expense

The additional rate (per \$100) for Business Income and Extra Expense is \$0.43

(2) Additional Advertising Expenses

The additional rate (per \$100) for Additional Advertising Expenses is \$0.11

21. Spoilage Coverage

d.(2) Spoilage Coverage

Classification	Rate
1	0.78
2	0.87
3	1.09

23.d. Utility Services - Direct Damage

(1) Properties Providing Water, Communication And Power Supply Services

Cause of Loss	Public	Other than Public Utilities
Other Than Earthquake Building	0.039	0.077
Personal Property	0.049	0.098
Earthquake	0.009	0.015

(2) Overhead Power Transmission And Overhead Communication Lines

Cause of Loss	Rate
Other Than Earthquake Building	0.021
Personal Property	0.039
Earthquake	0.036

24.d. Utility Services - Time Element

(2) Power Supply, Water Supply And Wastewater Removal Properties

Cause of Loss	Rate
Other Than Earthquake	0.036
Earthquake	0.019

(3) Communications Supply Properties

Cause of Loss	Rate
Other Than Earthquake	0.126
Earthquake	0.060

(4) Overhead Power Transmission And Overhead Communication Lines

Cause of Loss	Rate
Other Than Earthquake	0.098
Earthquake	0.060

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29. ENDORSEMENTS (Cont'd)

26.1. Water Back-up Of Sewer Or Drains

BOP Plus	
\$10,000	\$ 40
\$15,000	\$ 65
\$25,000	\$ 90
\$50,000	\$170

Platinum Plus	
\$15,000	\$ 25
\$25,000	\$ 50
\$50,000	\$140

26.2. Water Back-up Of Sewer Or Drains - Business Income

BOP Plus	
\$10,000	\$ 38
\$15,000	\$ 62
\$25,000	\$ 86

Platinum Plus	
\$15,000	\$ 24
\$25,000	\$ 48

30.d. Theft of Clients' Property

Limit	First 5 Employees	Each Add'l Employee	Each Add'l Location
\$ 5,000	\$14	\$2	\$1
\$10,000	\$22	\$2	\$1
\$15,000	\$27	\$3	\$2
\$25,000	\$38	\$4	\$4

B. Liability Endorsements

5. Electronic Data - BP 05 95

Rate of \$2.63

6.a.(3) Employee Benefits Liability

Limit	Flat Charge
\$ 300,000/\$ 600,000	\$154
\$ 500,000/\$1,000,000	\$168
\$1,000,000/\$2,000,000	\$188
\$1,000,000/\$3,000,000	\$191
\$2,000,000/\$4,000,000	\$216

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29. ENDORSEMENTS

11.c. Hired Auto And Non-owned Auto Liability

(1) Premium

Coverage	Rate*
Hired Auto Liability (Including Physical Damage)	\$76.00/year
Non-owned Auto Liability	\$93.00/year
*For \$300,000/\$600,000 limit of insurance.	

(2) Optional Higher Limits Factors

Limit	Factor
\$ 500,000/\$1,000,000	1.090
\$1,000,000/\$2,000,000	1.220
\$1,000,000/\$3,000,000	1.240
\$2,000,000/\$4,000,000	1.360

No other premium modification applies.

13.c Liquor Liability Coverage

Liquor Liability Limit	Rate Per \$1,000 Of Sales		Minimum Premium	Credit for TIPS Program*
	Conv./ Grocery	Pkg./ Liquor		
\$ 50,000/ \$ 100,000	1.30	0.72	170	0.90
\$ 100,000/ \$ 200,000	1.58	0.87	205	0.90
\$ 300,000/ \$ 600,000	2.20	1.21	290	0.90
\$ 500,000/ \$1,000,000	2.54	1.40	365	0.90
\$1,000,000/ \$2,000,000	3.03	1.67	450	0.90
*or similar state-certified program for servers of alcohol				

14.c. Medical Expenses Exclusion Factor

Factor	.030

23. c. Snow Plow Products - Completed Operations Hazard Coverage

Limit of Liability	Rate per \$1,000 payroll
\$ 300,000/\$ 600,000	\$13.00
\$ 500,000/\$1,000,000	\$14.50
\$1,000,000/\$2,000,000	\$16.50
\$1,000,000/\$3,000,000	\$17.00
\$2,000,000/\$4,000,000	\$19.00

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29. ENDORSEMENTS

C. Additional Insured Endorsements

1. Apartment and Office - \$9 year
2. Mercantile, Eligible Wholesale or Processing And Service Risks - \$27 year
3. Eligible Contractors, Church and Auto Service Risks

Limit	Premium Per Add'l Insured
\$ 300,000/\$ 600,000	\$40
\$ 500,000/\$1,000,000	\$45
\$1,000,000/\$2,000,000	\$50
\$1,000,000/\$3,000,000	\$51
\$2,000,000/\$4,000,000	\$58

These charges apply for each designated location and for each additional insured.

D. Endorsements Applicable To Specific Classes

Professional Liability Rates are not subject to any further modification, and are included in the calculation of the Policy Minimum Premium

3. Professional Liability Endorsements

a.(3) Barber Shops And Hair Salons

	\$300/ \$600	\$ 500/ \$1,000	\$1,000/ \$2,000	\$1,000/ \$3,000	\$2,000/ \$4,000
Barber					
Full-time	\$20	\$25	\$30	\$31	\$35
Part-time	\$ 9	\$11	\$15	\$16	\$17
Beautician					
Full-time	\$40	\$45	\$52	\$53	\$65
Part-time	\$20	\$22	\$26	\$27	\$32

b.(3) Beauty Salons

	\$300/ \$600	\$ 500/ \$1,000	\$1,000/ \$2,000	\$1,000/ \$3,000	\$2,000/ \$4,000
Operator					
Full-time	\$50	\$55	\$62	\$63	\$75
Part-time	\$25	\$28	\$31	\$32	\$37
Manicurist					
Full-time	\$25	\$28	\$31	\$32	\$41
Part-time	\$13	\$14	\$16	\$17	\$22

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29. ENDORSEMENTS

c.(3) Funeral Directors

Limit	Rate per Location
\$ 300,000/\$ 600,000	\$ 75
\$ 500,000/\$1,000,000	\$100
\$1,000,000/\$2,000,000	\$120
\$1,000,000/\$3,000,000	\$125
\$2,000,000/\$4,000,000	\$140

d.(3) Optical and Hearing Aid Establishments

Limit	Per Each Professional
\$ 300,000/\$ 600,000	\$ 70
\$ 500,000/\$1,000,000	\$ 78
\$1,000,000/\$2,000,000	\$ 92
\$1,000,000/\$3,000,000	\$ 95
\$2,000,000/\$4,000,000	\$130

e.(1)(c) Pharmacists Endorsement BP 08 07

Limit	Pharmacist Per \$1,000 Of Annual Gross Sales BP 08 07
\$ 300,000/\$ 600,000	\$0.66
\$ 500,000/\$1,000,000	\$0.76
\$1,000,000/\$2,000,000	\$0.87
\$1,000,000/\$3,000,000	\$0.88
\$2,000,000/\$4,000,000	\$0.98

e.(2)(c) Pharmacists - Broad Form Coverage Endorsement BP 08 06

Limit	Pharmacist Per \$1,000 Of Annual Gross Sales BP 08 06
\$ 300,000/\$ 600,000	\$.73
\$ 500,000/\$1,000,000	\$.84
\$1,000,000/\$2,000,000	\$.96
\$1,000,000/\$3,000,000	\$.98
\$2,000,000/\$4,000,000	\$1.09

f.(3) Printer's Errors And Omissions

Limit	Rate Per Location
\$ 300,000/\$ 600,000	\$ 90
\$ 500,000/\$1,000,000	\$100
\$1,000,000/\$2,000,000	\$125
\$1,000,000/\$3,000,000	\$127
\$2,000,000/\$4,000,000	\$144

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29. ENDORSEMENTS

g. Veterinarians Professional Liability

(1) Charge the rate for each licensed veterinarian.

(2) Additional Charges:

- (a)** Charge the Partnership Liability rate for each partner or member of the partnership, except if the partner/member is a licensed veterinarian, charge the Licensed Veterinarian rate.
- (b)** If a Professional Corporation or Association, charge the Partnership Liability rate for each stockholder or officer. (If the professional corporation, or association consists of a single individual, charge just the Licensed Veterinarian rate).
- (c)** Charge the Employed Person rate for an individual who handles or performs services on the animals.

Veterinarians

	\$300/ \$600	\$ 500/ \$1,000	\$1,000/ \$2,000	\$1,000/ \$3,000	\$2,000/ \$4,000
Licensed Veterinarian	\$140	\$155	\$185	\$188	\$213
Partnership Liability	\$30	\$35	\$40	\$41	\$46
Employed Person	\$40	\$45	\$55	\$56	\$63

h.(3) Florists

Limit	Flat Charge
\$ 300,000/\$ 600,000	\$30
\$ 500,000/\$1,000,000	\$50
\$1,000,000/\$2,000,000	\$60
\$1,000,000/\$3,000,000	\$61
\$2,000,000/\$4,000,000	\$70

i.(3) Pet Services

Limit	Rate
\$ 300,000/\$ 600,000	\$30
\$ 500,000/\$1,000,000	\$35
\$1,000,000/\$2,000,000	\$40
\$1,000,000/\$3,000,000	\$41
\$2,000,000/\$4,000,000	\$46

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29. ENDORSEMENTS

j. Optometrists Professional Liability

(1) Single limit of coverage

(a) Charge the rate for the first Optometrist

(b) Additional charge

1. Charge for each additional Optometrist

2. Charge the partnership/ corporation rate for each partner or member of the partnership, each stockholder or officer except if the partner/member/officer is an optometrist, charge the optometrist rate.

(2) Separate limit of coverage

(a) Charge the rate for the first Optometrist multiplied by the total number of optometrists

(b) Additional Charges

1. Charge the partnership/ corporation rate for each partner or member of the partnership, each stock-holder or officer except if the partner/member/officer is an optometrist, charge the optometrist rate.

j.(3) Optometrists

	\$300/ \$600	\$ 500/ \$1,000	\$1,000/ \$2,000	\$1,000/ \$3,000	\$2,000/ \$4,000
1 st Optometrist (single limit)	\$150	\$170	\$200	\$205	\$250
1 st Optometrist (separate limit)	\$150	\$170	\$200	\$205	\$250
Each Additional Optometrist	\$ 70	\$ 78	\$ 90	\$ 95	\$150
Partnership/ Corporation Liability	\$ 35	\$ 40	\$ 45	\$ 46	\$ 52

**D.5.f. Condominiums, Co-ops, Associations - Directors And Officers Liability
Endorsement**

	D & O Limit Of Liability				
# of units	300,000	500,000	1,000,000	2,000,000	Minimum Premium
1-25	172	195	230	265	172
26-50	221	239	279	382	221
51-75	277	302	349	473	277
76-100	327	345	394	541	327
101-125	401	436	506	801	401
126-150	423	452	525	836	423
150-200	478	508	585	871	478

I. DEVIATIONS TO ISO GENERAL RULES

Application of Celina Program

The Celina Businessowners Plus Program incorporates the ISO Division Ten - Businessowners Subdivision Rules, Loss Costs and Forms, subject to Celina's deviations and/or special program Rules, Rates and Forms.

A multiplier of 2.14 for Property and 1.61 for Liability is applicable to all published ISO Loss Costs.

A. Rule 3. Effective Date

The following is added to this rule:

We will notify you whenever a revision applies to this program. The effective date will be the date listed in our Agent's Information notice.

B. Rule 4. Policy Term

Rule 4. is replaced entirely by the following:

The Businessowners Policy may be written:

1. For one year, and renewed annually by a Renewal Certificate or Declarations; or
2. For a three-year policy period, with annual installments, and premiums computed for each annual payment period on the basis of the annual rates in effect at the inception of the policy period.
3. Attach Calculation of Premium Endorsement **BP 05 01** to annual premium payment plan and continuous policies.

C. Rule 8. Additional Premium Changes

Rule **8.A.2.** is deleted and replaced by the following:

2. Compute the additional premium for all changes using the rates and rules in effect on the effective date of the policy period.

D. Rule 11. Protective Devices or Services

The last sentence of this rule is deleted and replaced by the following:

Apply a factor of .985 to the final Business Personal Property rate and use Protective Safeguards Endorsement **BO 00 42**.

II. DEVIATIONS TO ISO COVERAGE FORM RULES

Rule 16. Mandatory Forms, Coverage And Limits

1. The following is added to Paragraph **16.B.1.a.**:

Additionally, coverage is also included for Equipment Breakdown.

2. Under **Tenant's Fire Liability Coverage**, Paragraph **16.B.1.c.(3)** is amended to read \$100,000 in lieu of \$50,000.
3. Rule **16.B.4.** is deleted. Refer to the Celina Specialty Contractor Program under Section **V**.
4. Rule **16.B.5.** is deleted in its entirety and not replaced.

Rule 16. Mandatory Forms, Coverage And Limits (Cont'd)

5. Rule **16.B.6.** is deleted and replaced by Rule **29.F.**

6. Rule **16.B.7. and 16.B.9** are deleted.

Refer to the Celina Specialty Preferred Self-Storage Facilities Program under Section **V.**

7. The following is added to Rule **16.B:**

9. Office - Extension Endorsement

When insuring eligible office risks, Endorsement **BO 00 81** must be attached. This endorsement revises several provisions of the property coverages as follows:

a. Description Of Coverage

This endorsement provides coverage for:

- Credit or Fund Transfer Card Invoices - \$5,000;
- Foundations, Bridges, Walks and Patios - \$10,000;
- Leasehold Interest - \$10,000;
- Loss of Keys - \$1,000.

b. Endorsement

Office - Extension Endorsement **BO 00 81** is attached to all Office Risks.

10. Grocery And Convenience Store - Extension Endorsement

a. Description Of Coverage

This endorsement provides coverage for:

- Credit or Fund Transfer Card Invoices - \$5,000;
- Inventory And Appraisal Expense - \$1,000;
- Loss of Keys - \$1,000;
- Spoilage - Contamination and power outage - \$10,000;
- Food Contamination - \$10,000.

b. Optional Limits

The limit of insurance for the following coverages may be increased:

(1) Food Contamination

The \$10,000 limit of insurance for business income expenses incurred as a result of the insured's business at described premises being ordered closed by the Board of Health or another governmental authority may be increased. The \$3,000 limit of insurance for additional advertising expense may also be increased.

(2) Spoilage - Contamination and Power Outage

The \$10,000 per occurrence limit of insurance for loss resulting from spoilage - contamination and power outage may be increased. Spoilage coverage due to mechanical breakdown is automatically provided under the Equipment Breakdown Enhancement Endorsement at a limit of \$100,000.

c. Endorsement

Grocery And Convenience Store - Extension Endorsement **BO 00 82** is attached to all Grocery and Convenience Store Classes that are applicant occupied.

Rule 16. Mandatory Forms, Coverage And Limits (Cont'd)

d. Premium Determination

- (1) For each location where coverage applies, charge a premium of \$50 for Endorsement **BO 00 82**.
- (2) For each location where an optional increased limit of food contamination coverage or advertising expense applies, refer to Rules **29.A.11.e.(1)** and **29.A.11.e.(2)** to determine the additional premium.
- (3) For each location where an optional increased limit of spoilage - contamination and power outage coverage applies, refer to the Rule **29.A.21.d.(2)** to determine the additional premium.

11. Retail - Extension Endorsement

When insuring eligible retail risks, Endorsement **BO 00 83** must be attached. This endorsement revises several provisions of the property and liability coverages as follows:

a. Description Of Coverage

This endorsement provides coverage for:

- Brands and Labels;
- Credit or Fund Transfer Card Invoices - \$5,000;
- Foundations, Bridges, Walks and Patios - \$10,000;
- Inventory and Appraisal Expense - \$1,000;
- Leasehold Interest - \$10,000;
- Loss of Keys - \$1,000;
- Voluntary Property Damage - \$5,000.

b. Endorsement

Retail - Extension Endorsement **BO 00 83** is attached to all Mercantile Risks that are applicant occupied

12. Attach the following endorsements to all Businessowners policies:

- BO 00 02** Businessowners Plus Endorsement*
- BO 00 15** Equipment Breakdown Enhancement Endorsement
- BO 00 46** Ohio Changes
- BO 00 48** Employment Practices Liability Insurance Coverage Endorsement - If this coverage is not desired, an EPL waiver must be completed and signed by the named insured.
- BO 00 60** Businessowners - Amendment Of Liability Coverage
- BP 04 17** Employment-Related Practices Exclusion (when EPL coverage is waived)
- BP 04 54** Newly Acquired Organizations
- BP 10 05** Exclusion - Year 2000 Computer-Related And Other Electronic Problems
- MI 00 06** Minimum Premium Endorsement
- MI 00 22** Policies Subject To Audit
- MI 00 26** Mutual Policy Conditions

* May be replaced by **BO 00 57** Businessowners Platinum Plus Endorsement when an additional premium is shown on the policy.

Rule 16. Mandatory Forms, Coverage And Limits (Cont'd)

8. Rule **16.C.** is revised to delete all reference to **BP DS 01** and replace with **BO 00 09**.
9. Rule **16.D.** is revised to delete all reference to **BP 12 01** and replace with **IL 12 01**.

III. DEVIATIONS TO ISO RATING AND ELIGIBILITY RULES

A. Rule 21. Blanket Insurance

The following is added to Paragraph **A.**:

Use Statement of Values Endorsement **BO 00 44**.

B. Rule 22. Eligibility

This rule is amended as follows:

1. Refer to the Celina Specialty Programs under Section **V.** for the eligibility, rules, and forms applicable to Contractors, Churches, Automobile Service Or Repair classifications, Restaurant, Fabricare and Self-Storage Facilities.
2. Motels are ineligible occupancies. All references to their eligibility and/or classification in this rule are deleted.
3. Under Rule **22.A Eligible Occupancies**, the annual gross sales at each location is changed to \$8,000,000 and the square feet is amended to 50,000.
4. Under Rule **22.A.1 Apartments (Including Residential Condominium Associations)a.(2)** the square feet is amended to 50,000.
5. Under Rule **22.A.4.b.(1)** the minimum square feet is changed to 1,000.
6. Under Rule **22.A.4.c.(1)** the minimum square feet is changed to 4,000.
7. Under Rule **22.A.7.a(2)** and **22.A.7.b** the square feet is changed to 50,000.

C. Rule 23. Premium Development - Mandatory Coverages

This rule is amended as follows:

1. Refer to the Company Specialty Programs for the premium development applicable to Contractors, Churches, Automobile Service Or Repair, Restaurant, Fabricare and Self-Storage Facilities.
2. Motels are ineligible occupancies. All reference to their premium determination in this rule is deleted.
3. Paragraph **23.A.2.d.** is deleted and replaced with the following:
 - d. For limits of insurance not displayed in the manual, use the factor in which the limit of insurance selected is below the limit shown in the table. Refer to the following example:
 - (1) Example: If the selected building limit of insurance is \$315,000, the nearest factor below the selected limit is \$325,000. For \$325,000, under Group A, the factor is .812.

Rule 23. Premium Development - Mandatory Coverages (Cont'd)

4. Paragraph **23.A.4. Applicable To Convenience Food Stores/Grocery Stores/Supermarkets/Restaurants With Gasoline Sales** is replaced with the following:

4. The exposure base for mandatory liability premium determination is dependent upon the combination of occupancies selected for combined Convenience Food/Gasoline Stores/Grocery Stores/Supermarkets/Restaurants with Gasoline Sales (Limited Cooking and Fast Food) risks. Refer to the Businessowners Classification Table. When determining the amount of annual gross sales for occupancies with gasoline stores, do not include the amount of gasoline sales in the calculation. For gasoline exposures determine the sales for gasoline by gallons of gas sold and calculate the liability premium separate from the convenience store combined occupancies. The following liability relativity factor is added:

Class Group (LOI) Occupant Liability	Factor
.45	.177

5. The following is added to Rule **23.A.**:

7. Applicable to Apartments

A minimum fixed deductible of \$1,000 is to apply per location.

6. Rule **23.C.2. Rating Territory** is amended by adding the following territory code and additional territory factors for all Territories:

Zip Code Territory Code

44512	719
44514	719
44515	719

Territory 719 will be rated the same as Territory 709 - Remainder of State.

TERRITORY	BLDG	BPP
702	0.820	0.722
704	0.700	0.706
706	0.663	0.714
708	0.683	0.688
709	0.778	0.685
710	0.790	0.699
711	0.792	0.691
712	0.878	0.768
713	0.607	0.732
714	0.665	0.668
715	0.674	0.689
716	0.661	0.707
717	0.829	0.723
718	0.705	0.676
719	0.778	0.685

7. Paragraph **23.C.3. Building Construction** is amended as follows: Classify buildings according to the construction types in Paragraphs **3.a.** through **3.g.** Refer to Table **23.C.3.(RF)** for corresponding building construction relativities. If the buildings are Apartments, Condominiums or Institutions, and they have Brick or Stone Veneer construction, they shall be considered Joisted Masonry construction for rating purposes.

Rule 23. Premium Development - Mandatory Coverages (Cont'd)

In addition, apply the following factors to all buildings except those rated under the Contractors, Churches and Automobile Service/Car Wash classifications:

Building Age	Factor
<5	.85
6 - 10	.90
11 - 20	.95
21- 30	1.00
31 - 40	1.05
41 - 50	1.10
51 - >	1.25

8. The following is added to Rule 23.C.:

C.8. Businessowners Policy Premium Size Discount

Businessowners policies with a total annual premium of \$1,000 or more are eligible for a premium size discount. Total annual premium will be the premium for all lines of business after the application of any Package Modification Factors and/or Company Deviations.

Determine the discount from the Table

Package Premium	Percent
\$ 1,000 - 2,000	4
\$ 2,001 - 3,000	5
\$ 3,001 - 6,000	6
\$ 6,001 - 10,000	8
\$10,001 - 15,000	10
\$15,001 - 20,000	12
\$20,001 - 25,000	14
\$25,001 and over	16

- D. Rule 24. **Deductibles** is amended as follows:

1. Rule 24.B.2.a. is deleted.
2. Rule 24.D.3. under **Property Damage Liability Deductibles** is replaced by the following:
3. **Rules**

For contractors classifications that include: carpet cleaning, janitorial services, painting operations, window cleaning, excavation, pressure washing, residential roofers, handy-persons and car wash classifications, and new ventures/no prior insurance:

- a. A mandatory property damage liability deductible of \$500 per claim applies;
- b. A deductible factor does not apply.

IV. DEVIATIONS TO ISO OPTIONAL COVERAGE RULES

1. Rule 28. **Optional Coverages** is amended as follows:

- a. Under **Rule 28.A.1 Property Coverages - Accounts Receivable**, the following is added to Paragraph b.:

Apply the developed rate by the Accounts Receivable limit of insurance (per \$100) in excess of \$15,000 when **BO 00 02** - Businessowners Plus Endorsement is attached; in excess of \$25,000 when **BO 00 57** - Businessowners Platinum Plus Endorsement is attached.

Rule 28. Optional Coverages (Cont'd)

- b. Rule 28.A.3. is deleted and replaced by the following:

3. Automatic Increase In Insurance

a. Description Of Coverage

The limit of insurance under the Businessowners Policy applicable to the building and business personal property is automatically increased during the policy period by an annual percentage shown in the Declarations. This percentage is 2% unless a higher percentage is shown in the Declarations.

There is no option to eliminate this coverage feature.

b. Rating Procedure

When a higher percentage is shown, multiply the Building premium determined in Rule 23.C.6.a.(3)(a) by the appropriate factor shown below:

Amount of Annual Increase	Factor
4%	1.005
6%	1.010
8%	1.015
10%	1.020
12%	1.030
14%	1.040
16%	1.050

Table 28.A.3.b.(RF) Automatic Increase In Insurance Factors

- c. Rule 28.A.4. **Business Income From Dependent Properties**, the following is added to Paragraph b.:

If **BO 00 57** - Businessowners Platinum Plus Endorsement is attached apply the developed rate by the Business Income From Dependent Properties limit of insurance (per \$100) in excess of \$10,000.

- d. Rule 28.A.6. **Business Income (Extended) - Extended Period Of Indemnity**, the following is added to Paragraph b.:

If **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, develop the additional premium by multiplying the developed premium by the factor shown in Table 28.A.6.b.(2), Extended Period Of Indemnity Factors - BOP Platinum.

Number of Days*	Factor
90	0.005
120	0.010
150	0.020
180	0.030
270	0.035
360	0.040
*Interpolation Not Permitted	

Table 28.A.6.b.(2)

Rule 28. Optional Coverages (Cont'd)

- e. Rule **28.A.8. Employee Dishonesty** is amended as follows:

(1) Paragraph **a.** is replaced with the following:

a. Description Of Coverage

Coverage is available for dishonest or fraudulent acts of the insured's employees at optional limits of \$15,000, \$25,000, \$30,000, \$50,000 or \$100,000 per occurrence.

When **BO 00 02** - Businessowners Plus Endorsement is attached a per occurrence limit of \$10,000 is automatically included; or **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, a per occurrence limit of \$25,000 is automatically included.

(2) Paragraph **b.(6)** is deleted in its entirety.

- f. Rule **28.A.9. Fire Department Service Charge**, the following is added to Paragraph **b.:**

When **BO 00 02** - Businessowners Plus Endorsement is attached a per occurrence limit of \$5,000 is included; or **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, a per occurrence limit of \$10,000 is included.

- g. Rule **28.A.10. Forgery Or Alteration**, the following is added to Paragraph **c.:**

If **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, develop the additional premium by multiplying the developed premium by the factor shown in Table **28.A.10.c.(2)**, Forgery Or Alteration - BOP Platinum.

- h. Rule **28.A.12. Equipment Breakdown Protection Coverage** is deleted and not replaced. Refer to mandatory Company Endorsement **BO 00 15** for Equipment Breakdown coverages.

- i. Under Rule **28.A.13. Money And Securities**, Paragraph **b.(2)** is replaced by the following and Paragraph **b.(4)** is added:

b.(2) For each location for which optional, higher limits apply, charge the state company rate for the limits of insurance selected. Basic limits of \$5,000 Inside The Premises/\$2,000 Outside The Premises are automatically included in the **BO 00 02** - Businessowners Plus Endorsement. When **BO 00 57** - Businessowners Platinum Plus Endorsement is attached limits of \$10,000 Inside the Premises/\$5,000 Outside The Premises are included.

b.(4) 24 Hour Operations

(a) If the location has 24 hour operations, add the additional premium per location shown in the state rate pages if **BO 00 02** or **BO 00 57** is attached.

(b) If the location has 24 hour operations, with no lock box on premises and the optional higher limit is selected, apply a factor of 1.50 to the premium developed in **13.b.(1)** and **(2)**.

Rule 28. Optional Coverages (Cont'd)

j. Under Rule 28.A.14. Outdoor Signs

The following is added to **a.**:

Coverage for Outdoor Signs is automatically included in the **BO 00 02** - Businessowners Plus Endorsement at a limit of \$5,000. When **BO 00 57** - Businessowners Platinum Plus Endorsement is attached a limit of \$10,000 is included.

b.(2) is deleted and replaced by the following:

Multiply the state rate by the additional limit of insurance (per \$100) to determine the additional premium.

k. Rule 28.A.15. Valuable Papers And Records, the following is added to Paragraph **b.**:

If **BO 00 57** - Businessowners Platinum Plus Endorsement is attached apply the developed rate by the limit of insurance (per \$100) in excess of \$25,000.

l. Rule 28.A.16. Outdoor Property is amended as follows:

(1) Paragraph **a.** is replaced with the following:

a. Description of Coverage

When **BO 00 02** - Businessowners Plus Endorsement a per occurrence limit of \$5,000 is included. When **BO 00 57** - Businessowners Platinum Plus Endorsement is attached, a per occurrence limit of \$10,000 is included. Coverage may be increased to a higher limit reflected in the declarations.

m. Under Rule 28.A.17. Business Personal Property Temporarily in Portable Storage Units Paragraph **b.** is replaced by the following:

b. Premium Determination

The \$10,000 limit of insurance may be increased by a Declarations entry. Develop the additional premium for Business Personal Property Temporarily In Portable Storage Units Coverage by multiplying the Business Personal Property rate determined in Rule **23.C.6.a.(2)(c)(viii)** by a factor of .60. Multiply the result by the BPP Temporarily In Portable Storage Units limit of insurance (per \$100) in excess of \$10,000.

n. The following is added to Rule 28.A:

If **BO 00 02** - Businessowners Plus Endorsement or **BO 00 57** - Businessowners Platinum Plus Endorsement is attached Identity Theft Expense is included.

a. Description Of Coverage

Coverage for Identity Theft Expense in excess of \$2,500 is available in order to provide expense coverage for expenses that can occur due to identity theft or a database security breach. This coverage is automatically included in the **BO 00 02** - Businessowners Plus Endorsement. When **BO 00 57** - Businessowners Platinum Plus Endorsement is attached limits of \$5,000 are included.

Rule 28. Optional Coverages (Cont'd)

b. Premium Determination

Refer to the Identity Theft Expense rate in the applicable table below to determine the premium.

Identity Theft Expense - Optional Limits And Premiums - BOP Plus

Limit	\$5,000	\$10,000	\$15,000
Identity Theft Expense	\$10	\$20	\$30

Identity Theft Expense - Optional Limits And Premiums - BOP Platinum

Limit	\$10,000	\$15,000
Identity Theft Expense	\$10	\$20

- o.** Under Rule **28.B.1.** the basic limit is automatically increased from \$50,000 to \$100,000. The remaining optional higher limits for Broadened Coverage For Damage To Premises Rented To You Endorsement **BP 04 55** still apply.

2. Rule 29. Endorsements are amended as follows:

a. Rule 29.A.15.c. Loss Of Rental Value - Landlord As Designated Payee, Premium Determination

Rate is determined by multiplying the final building rate by a factor of .55. The Loss Of Rental Value rate is then multiplied by annual rents in hundreds to determine the premium.

b. Rule 29.A.18. Mold - Fungi, Wet Rot Or Dry Rot is amended as follows:

(1) Paragraph **b.(1)(c)** is deleted in its entirety.

(2) Paragraph **b.(2)** is replaced by the following:

(2) Premium Determination

The following provisions apply to the use of Changes - Limited Fungi Coverage Endorsement **BP 05 76**:

- (a)** To increase the \$15,000 sub-limit, charge the premium indicated below for the increased limit selected:

Limit	Premium
\$20,000	\$ 50
\$25,000	\$ 75
\$30,000	\$100
\$35,000	\$125
\$40,000	\$150
\$45,000	\$200

- (b)** If the Schedule indicates that the \$15,000 (or higher) limit applies to separate premises or locations, multiply the number of premises or locations by the applicable premium shown for the increased limit selected.

c. Rule 29.A. Paragraph 20. Ordinance Or Law Coverage is replaced with the following:

20. Ordinance Or Law Coverage

a. Description

This coverage provides an additional amount of insurance when a building ordinance or law requires the insured to repair or replace to conform to building codes. It also provides for loss of value of an undamaged portion of the remaining structure not actually damaged.

Rule 29. Endorsements (Cont'd)

b. Endorsement

Use Ordinance Or Law Coverage Endorsement **BO 00 01**.

c. Rules

(1) Coverage applies to building specified in the Schedule of Ordinance Or Law Coverage Endorsement **BO 00 01**.

(2) Coverages **1, 2, 3** and **4** are described in Paragraph **d**. Coverage may be purchased under Endorsement **BO 00 01** for:

(a) Coverage **1** only; or

(b) Coverage **3** only; or

(c) Coverage **1** and **2**; or

(d) Coverage **1, 2** and **3**.

(e) Coverage **4** applies only if **1, 2** and **3** are all chosen by entry in the Schedule.

Indicate the applicable coverage(s) in the Schedule of **BO 00 01**.

The limit of insurance for Coverage **1** must reflect the replacement cost or actual cash value of all buildings insured.

d. Description Of Coverage

(1) Coverage 1

Covers loss in value of the undamaged portion of the building due to demolition pursuant to a building ordinance or law.

This is **not** a separate limit of insurance. Building coverage under the Special Property Coverage Form is extended to include loss to the undamaged portion of the building.

(2) Coverage 2

Demolition Cost covers the cost of demolishing and removing the debris of the undamaged portion of the building, if demolition is required by building ordinance or law.

(3) Coverage 3

Increased Cost of Construction covers the increased cost to repair, reconstruct or remodel damaged or undamaged parts of the building to comply with building ordinance or law, following damage to the building by a covered cause of loss.

This coverage is not included in the limit of insurance applicable to the building. Enter a limit of insurance in the Declarations for Coverage **3**.

(4) Coverage 4

Business Income and Extra Expense Coverage is provided due to suspension of operations during the period of restoration, not to exceed 180 days, caused by or resulting from enforcement of ordinance or law.

Rule 29. Endorsements (Cont'd)

e. Rate Modification

(1) Causes Of Loss Other Than Earthquake

- (a) Coverage 1 - Coverage For Loss in Value Of The Undamaged Portion Of The Building**

Multiply the applicable Building company rate by .10. Multiply the developed rate to per \$100 of the Building limit.

- (b) Coverage 2 - Demolition Cost Coverage**

Use the applicable Building company rate without surcharge.

Multiply the company rate by the limit of insurance for Demolition Cost Coverage to obtain the premium for Coverage 2.

- (c) Coverage 3 Increased Cost Of Construction Coverage**

Use the applicable Building company rate without surcharge. Multiply the company rate by the limit of insurance for Increased Cost of Construction to obtain the premium for Coverage 3.

- (d) Coverage 4 - Business Income and Extra Expense**

If coverage 1, 2, and 3 are all chosen by entry in the Schedule, coverage is included.

- (e) Earthquake**

Use the same procedure as above except change the factor in Paragraph e.(1)(a) to .40.

- d. Rule 29.A.21 Spoilage Coverage is replaced with the following:**

21. Spoilage Coverage

a. Description Of Coverage

Direct damage coverage may be extended under Property Coverage for spoilage of perishable stock caused by Contamination and/or Power Outage. (Coverage for Spoilage and Contamination caused by Breakdown is included in the automatic Equipment Breakdown Coverage - Refer to Endorsement **BO 00 15**).

b. Endorsement

Use Spoilage Coverage - Contamination And/Or Power Outage Endorsement **BO 00 56**.

c. Rules

(1) Schedule

Indicate the following in the schedule of endorsement **BO 00 56**:

- (a)** The covered causes of loss: Contamination, Power Outage, or both, depending on the coverage desired.
- (b)** The applicable limits of insurance for stock covered under the Spoilage Coverage Endorsement.

Rule 29. Endorsements (Cont'd)

(c) The existence of Refrigeration Maintenance Agreement(s), if applicable. This condition may apply when:

(i) Contamination is a covered cause of loss; and

(ii) An agreement is provided on refrigeration equipment at the described premises for which rating consideration is given.

(2) Blanket Insurance

Do not write this coverage on a blanket basis.

(3) Deductible

A deductible of \$500 is mandatory. Optional Deductibles do not apply.

d. Premium Determination

(1) Classification

Use the following to determine the classification of types of property or occupancy:

Table 29.A.21.d.(1) Types Of Property Or Occupancy For Spoilage Coverage

Class	Description
Class 1	Bakery Goods Cheese Shops Delicatessens Fruits and Vegetables Restaurants
Class 2	Convenience Food Stores Dairy Products, excluding Ice Cream Grocery Stores Meat and Poultry Markets Pharmaceuticals Supermarkets
Class 3	Dairy Products, including Ice Cream Florists Seafood
Other Types	For other types of property or occupancies not listed in this table, refer to company for rating.

(2) Rates

(a) Refer to the company rates to determine the premium.

(b) Select the applicable company rates for each type of property or occupancy specified in the schedule or in the Declarations using Table 29.A.21.d.(1).

(3) Premium Determination

Multiply the company rate by the limit of insurance (per \$100) to determine the additional premium.

e. Rule 29.A.26. Water Back-Up And Sump Overflow is deleted and not replaced.

A basic limit of \$5,000 is provided with Businessowners Plus Endorsement **BO 00 02**. With Businessowners Platinum Plus Endorsement **BO 00 57**, a limit of \$10,000 is provided. Optional, higher limits and rates may apply. Charge the state company rate for each location for the limit of insurance selected.

Rule 29. Endorsements (Cont'd)

Water Back-up from Sewers or Drains - Business income coverage is provided with Businessowners Plus Endorsement **BO 00 02**. With Businessowners Platinum Plus Endorsement **BO 00 57**, a limit of \$10,000 is provided. Optional, higher limits and rates may apply. Charge the state company rate for each location for the limit of insurance selected.

- f. The following **Property Endorsements** are added to Rule **29.A.**:

40. Welfare And Pension Plan Coverage (ERISA)

This endorsement may be attached to policies where Crime Coverage is provided in the policy in order to be in compliance with certain provisions of the Employee Retirement Income Security Act (ERISA). This is not Fiduciary Liability Insurance.

There is no premium charge.

Attach Endorsement **BO 00 37**.

41. Additional Property Not Covered

This endorsement may be attached to exclude property described in the schedule.

Attach Endorsement **BO 00 38**.

42. Mine Subsidence Insurance

- (a) The State of Ohio **MANDATES** this property coverage (*\$300,000 or policy limit, whichever is less*) be placed on:

1-4 family dwellings located in the following 26 counties:

Athens	Holmes	Noble
Belmont	Jackson	Perry
Carroll	Jefferson	Scioto
Columbiana	Lawrence	Stark
Coshocton	Mahoning	Trumbull
Gallia	Meigs	Tuscarawas
Guernsey	Monroe	Vinton
Harrison	Morgan	Washington
Hocking	Muskingum	

The premium is \$1.00 per dwelling. There is no commission, as the whole \$1.00 goes to the Mine Subsidence Insurance Underwriting Association.

- (b) This insurance is **OPTIONAL** IN THE FOLLOWING 11 COUNTIES. However, it is mandatory that it be offered:

Delaware	Licking	Portage
Erie	Medina	Preble
Geauga	Ottawa	Summit
Lake		Wayne

The premium is \$5.00 per dwelling (standard commission).

(c) Forms

- (1) Notice - Offer of Mine Subsidence Insurance Coverage - **EN MI 07**.
- (2) Coverage - Mine Subsidence Insurance Coverage - **OH-MSI-2**.
- (3) Ohio Mine Subsidence Insurance Underwriting Association Application - **ACORD 67 OH**.

Rule 29. Endorsements (Cont'd)

43. Outdoor Fences Endorsement

This endorsement may be attached to policies in order to insure the value of outdoor fences.

The premium is .57 per \$100 of the limit of insurance.

Attach Endorsement **BO 00 53**.

44. Fine Arts Endorsement

(a) Description Of Coverage

Coverage is available for direct loss of or damage to fine arts owned by or in the care, custody or control of the insured.

(b) Endorsement

Use Fine Arts Coverage Endorsement **BO 00 55**.

(c) Premium Determination

For each location where coverage applies, determine the premium by multiplying the rate of \$2.68 (per \$1,000) times the limit of insurance.

45. Security Breach And Identity Management Services

When additional Security Breach coverage is purchased for up to 20,000 breach victims (up to 10,000 breach victims is automatic), charge an additional premium of \$9.

46. Exclusion - Vandalism Or Malicious Mischief By A Tenant

(a) Description

Excludes direct physical loss to Covered Property arising out of vandalism or malicious mischief by a tenant or any member of their household, or relatives or invited guests of either the tenant or a member of their household.

(b) Endorsement

Use Exclusion - Vandalism Or Malicious Mischief By A Tenant Endorsement **BO 00 67**.

(c) Premium Determination

For each location, adjust the Building Rate by multiplying a factor of .995 to the developed Building Rate.

47. Service Station Endorsement

(a) Description Of Coverage

Service Station Endorsement **BO 00 84** may be used to extend the building and business personal property to include Underground fuel storage tanks; the contents of such tanks and pumps; and piping and connections of such tanks.

(b) Endorsement

Use Endorsement **BO 00 84**.

Rule 29. Endorsements (Cont'd)

(c) Rules

This endorsement is to be used in conjunction with convenience store, grocery stores or auto service risks with gas sales.

(d) Premium Determination

Apply a factor of 1.02 to the Building and Contents rates.

48. Underground Storage Tank Deductible Coverage (Ohio)

(a) Description Of Coverage

Underground Storage Tank Deductible Coverage (Ohio) **BO 00 78** is used to provide coverage for the deductible that applies.

(b) Endorsement

Use Endorsement **BO 00 78**.

(c) Rules

This endorsement is to be used in conjunction with convenience store, grocery stores or auto service risks with gas sales.

(d) Premium Determination

Calculate the premium by multiplying the number of storage tanks at each location by \$250 per tank.

- g.** Under Rule **29.B. Liability Endorsements**, Paragraph **6. Employee Benefits** is deleted and replaced by following:

6. Employee Benefits

a. Employee Benefits Liability Coverage

(1) Description Of Coverage

This endorsement amends Businessowners Liability Coverage to provide coverage against claims for damages because of the insured's negligent acts, errors or omissions committed in the administration of an employee benefits program which result in the loss of any or all of an employee's benefits.

(2) Endorsement

Use Employee Benefits Liability Coverage Endorsement **BO 00 03**.

(3) Premium Determination

Refer to the state company rate pages to determine the additional premium.

- h.** Rule **29.B.7.b.** is deleted and replaced with the following:

b. Employment Practices Liability Insurance Coverage Endorsement BO 00 48

(1) Description Of Coverage (see Coverage Endorsement for exact description, limitations).

This claims made and reported coverage Endorsement provides coverage for Employment Practices Liability Insurance (EPL) caused by a "wrongful act".

Rule 29. Endorsements (Cont'd)

"Wrongful Act" means any actual or alleged:

- (a) wrongful dismissal, discharge or termination, including breach of an implied contract;
- (b) harassment (including sexual harassment);
- (c) discrimination;
- (d) "retaliation";
- (e) employment-related misrepresentation(s);
- (f) employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
- (g) wrongful failure to employ or promote;
- (h) wrongful deprivation of career opportunity, wrongful demotion or negligent "employee" evaluation, including the giving of negative or defamatory statements in connection with an "employee" reference;
- (i) wrongful discipline;
- (j) failure to grant tenure;
- (k) failure to provide or enforce adequate or consistent corporate policies and procedures relating to any "wrongful employment act";
- (l) negligent supervision or hiring by an "insured";
- (m) violation of an individual's civil rights; and
- (n) "third party violations", but only with respect to "claims" or "suits" made by "your" customers, vendors or clients.

See the EPL Coverage Endorsement for a more detailed definition of "wrongful act".

(2) Eligibility

Individual insureds are eligible if:

- (a) they employ 50 employees or fewer (insureds with 51-250 employees and/or insureds requesting limits of \$250,000, \$500,000 or \$1,000,000 must submit a referral application);
- (b) they are in eligible classifications; and
- (c) they are in acceptable state.

(3) Ineligibility

Individual insureds are not eligible if:

- (a) they employ more than 50 employees; or
- (b) they are in one of the following classes:
 - (i) Legal Services, attorney/law offices;
 - (ii) Employee Leasing Firms/Temporary Help Firms;
 - (iii) Membership Recreation Clubs, Golf and Country Clubs;
 - (iv) Municipalities and Government entities, including townships, police and fire-fighters;
 - (v) Educational Services, schools and colleges.

Rule 29. Endorsements (Cont'd)

(4) Coverage Limits

PORTFOLIO COVERAGE:

Aggregate Limit of Liability of \$50,000 for all losses combined, including defense costs. Additional Limit of Liability options are available (see Premium Determination below). Portfolio coverage is only available for insureds with 50 employees or less.

REFERRAL COVERAGE:

Aggregate Limits of Liability of \$50,000, \$100,000 and \$250,000 (for insureds with 51-250 employees) and \$500,000 and \$1,000,000 for insureds with 50 employees or less. Limits are for all losses combined, including defense costs.

(5) Deductible

PORTFOLIO COVERAGE:

The \$50,000 Limit is subject to a \$5,000 Deductible Amount for each claim. Additional Deductible options are available (see Premium Determination below).

REFERRAL COVERAGE:

Deductible options of \$5,000, \$10,000, \$25,000 and \$50,000.

(6) Endorsements

Attach **BO 00 48** - Employment Practices Liability Insurance Coverage Endorsement, and **BO 00 49** - Commercial Employment Practices Liability Insurance Coverage Supplemental Declarations.

(7) Extended Reporting Period Elected

If the Named Insured cancels this coverage, or "we" refuse to renew this coverage, the Named Insured has the right, upon payment of an additional premium of 100% of the full annual premium applicable to this coverage, to buy the Supplemental Extended Reporting Period (Employment Practices Liability Insurance Coverage Only) endorsement, **BO 00 50**, which provides an extended reporting period of one (1) year following the effective date of cancellation or nonrenewal, to report claims which occurred on or after the original inception date and on or before the cancellation or nonrenewal date.

(8) Premium Determination

PORTFOLIO COVERAGE:

(a) Default Limit of Liability

\$50,000 Limit of Liability, \$5,000 Deductible. Multiply the EPL rating factor of 26.5% times the BOP liability premium.

(b) Additional Options

\$100,000 Limit of Liability, \$5,000 deductible. Multiply the EPL rating factor of 35.4% times the BOP liability premium.

\$250,000 Limit of Liability, \$10,000 Deductible. Multiply the EPL rating factor of 42.5% times the BOP liability premium.

Rule 29. Endorsements (Cont'd)

- (c) If any premium calculation results in an EPL premium of less than \$50, then the EPL premium is the minimum EPL premium of \$50.

This premium is not subject to further modification by the application of any other factors, including but not limited to, company deviations, IRPM factors, or expense modifications.

REFERRAL COVERAGE:

Refer to company for any insured with 51-250 employees requesting a quote for limits of \$50,000, \$100,000 or \$250,000.

Refer to company for any insured with 50 employees or less requesting a quote for limits of \$500,000 or \$1,000,000.

Refer to company for any insured requesting a backdating of the original inception (retroactive) date.

(9) Minimum Premium

This Coverage Endorsement is subject to a minimum premium of \$50. The premium for this endorsement is in addition to the policy minimum premium.

- i. Rule 29.B.9 is deleted in its entirety.
- j. Rule 29.B.11 **Hired Auto And Non-owned Auto Liability Coverage**

The following is added to Paragraph a.:

- (1) When Hired Auto Liability coverage is selected, Hired Physical Damage coverage is also provided.

- (2) Paragraph b. is deleted and replaced with the following:

Use Hired Auto And Non-Owned Auto Liability Coverage Endorsement **BO 00 58**

- k. Rule 29.B.13.b.(4) is replaced by the following:

13. Liquor Liability Coverage

b. Liquor Liability Grades

- (4) The Liquor Liability Numerical Grade is 4.

Citation of Statute: OHIO REV. CODE ANN. Section 4399.01 et seq.

Comments:

Section 4399.18 allows a cause of action for injuries proximately caused by the negligence of a liquor permit holder. This section limits the right of recovery to situations occurring on the premises of, or in a parking lot under the control of, a permit holder, unless the plaintiff is able to show that the permit holder knowingly sold an intoxicating beverage in violation of the law (sale to a "noticeably" intoxicated person or to a minor), and that the person's intoxication proximately caused the injuries or damage.

If knowing violation and proximate cause can be proved by a preponderance of the evidence, then there can be recovery for injuries occurring off the premises.

Rule 29. Endorsements (Cont'd)

In addition, Section 4399.01 provides a cause of action for sale to a specifically prohibited person. Section 4399.01 states that:

A husband, wife, child, parent, guardian, employer, or other person injured in person, property, or means of support by any intoxicated person, or in consequence of the intoxication, habitual or otherwise, of a person, after the issuance and during the existence of the order of the department of liquor control prohibiting the sale of intoxicating liquor as defined in section 4301.01 of the Revised Code to such person, has a right of action in his own name, severally or jointly, against any person selling or giving intoxicating liquors which cause such intoxication, in whole or in part, of such person.

- I. Rule 29.B.16.c. Mold - Limited Fungi Or Bacteria Coverage (Liability) Endorsement** is deleted and replaced by the following:

c. Premium Determination

The basic Fungi or Bacteria Aggregate Limit is \$10,000. Additional limits of coverage can be obtained at an additional charge up to a maximum limit of \$25,000. See below for additional charge:

Limit	Premium
\$15,000	\$100
\$20,000	\$200
\$25,000	\$300

- m.** The following **Liability Endorsements** are added to **Rule 29.B.:**

34. Limitation Of Coverage - Real Estate Operations

This endorsement limits real estate operations to premises used for general office purposes, and to premises which are listed for sale or rent if the insured does not own, operate or manage them.

Attach Endorsement **BO 00 08.**

35. Voluntary Property Damage and Care, Custody Or Control Coverage

(a) Description

This endorsement provides care, custody or control coverage up to \$5,000 per occurrence and \$25,000 aggregate.

(b) Endorsement

Use Voluntary Property Damage and Care, Custody Or Control Coverage Endorsement **BO 00 79.**

(c) Premium Determination

A premium charge of \$30 applies.

- n.** The following **Additional Insured Endorsement** is added to **Rule 29.C.:**

21. Additional Insured - Owners, Lessees Or Contractors - Completed Operations - Automatic Status When Required In Construction Contract Or Agreement

(a) Description

This endorsement amends coverage to provide additional insured completed operations on a blanket basis.

Rule 29. Endorsements (Cont'd)

(b) Endorsement

Use Additional Insured - Owners, Lessees Or Contractors - Completed Operations - Automatic Status When Required In Construction Contract Or Agreement Endorsement **BO 00 77**.

(c) Premium Determination

Refer to company.

- o.** Under Rule **29.D.2. Motels** is deleted in its entirety.
- p.** The following are added to Rule **29.D.3. Professional Liability Endorsements**:
 - h. Florists' Errors And Omissions Liability** is available. Rating will be as follows:
 - (1)** Limit of Liability must be the same as the occurrence limit of liability on the policy.
 - (2)** Rates are flat charges.
 - (3)** Attach Endorsement **BO 00 12**.
 - i. Pet Services Professional Liability** is available:
 - (1)** Limit of Liability must be the same as the occurrence limit of liability on the policy.
 - (2)** Rates are flat charges.
 - (3)** Attach Endorsement **BO 00 62**.
 - j. Optometrists Professional Liability Coverage** is available.
 - (1)** Limit of Liability must be the same as the occurrence limit of liability on the policy.
 - (2)** Rates apply per Optometrist, and per partner or member when liability also includes a partnership or corporation.
 - (3)** Attach Endorsement **BO 00 40** for single limit coverage, and attach Endorsement **BO 00 41** for coverage based on separate limits.
- q.** Under Rule **29.D.5. Condominiums, Co-ops, Associations - Directors And Officers Liability** Endorsement, Paragraph **c.** and **d.** are replaced.
 - c. Limits Of Insurance**

Directors And Officers Liability Annual Aggregate Limits of Insurance of \$300,000, \$500,000, \$1,000,000 and \$2,000,000 are available.
 - d. Deductible**

A base deductible of \$500 applies.
- r.** Under Rule **29.**, Paragraph **E.** is added:
 - E. Endorsements Applicable To Both Property And Liability.**
 - (1) Description**

The Businessowners Plus Endorsement **BO 00 02** is attached to all policies unless the Businessowners Platinum Plus Endorsement is selected.

Rule 29. Endorsements (Cont'd)

(2) Eligibility

Eligibility requirements for the Businessowners Platinum Plus Endorsement are:

- (i) Minimum of \$50,000 in Business Personal Property; or
- (ii) Minimum of \$100,000 in total building coverage on the policy.

(3) Attach Endorsement **BO 00 02 for no charge, or**

BO 00 57 is calculated by multiplying the Property premium by 8% subject to a minimum of \$130 and a maximum of \$450.

(4) Coverage Comparison

Coverage	BOP Plus Limits	BOP Platinum Plus Limits
Accounts Receivable	\$15,000	\$25,000
Appurtenant Structures	10% or \$5,000	10% or \$10,000
Reward Payment	\$ 5,000	\$10,000
Bail Bonds	\$500	\$500
Business Income and Expense from Dependent Properties	\$ 5,000	\$10,000
Business Income - Waiting Period	72 hours	0 hours
Business Personal Property in the Open	1,000 ft	1,000 ft
Business Personal Property Off Premises or in transit (includes fairs or exhibitions)	\$15,000	\$25,000
Employee Dishonesty	\$10,000	\$25,000
Extended Business Income	60 days	90 days
Fine Arts	Available	\$ 5,000
Fire Department Service Charge	\$ 5,000	\$10,000
Fire Extinguisher System Recharge Expense	\$ 5,000	\$10,000
Forgery & Alterations	\$ 2,500	\$10,000
Identity Theft Expense Coverage	\$ 2,500	\$ 5,000
Increased Cost of Construction (ordinance or law)	\$10,000	\$25,000
Lock & Key Replacement	\$ 1,000	\$ 1,000
Medical Payments	\$ 5,000	\$10,000
Money and Securities	\$5,000/\$2,000	\$10,000/\$5,000
Money Orders and Counterfeit Money	\$ 1,000	\$10,000
Newly Acquired Business Personal Property	\$100,000 and 30 days	\$250,000 and 180 days
Newly Acquired or Constructed Buildings	\$250,000 and 30 days	\$500,000 and 180 days
Newly Acquired Locations - Business Income	\$ 5,000	\$10,000
Outdoor Property	\$ 5,000	\$10,000
Personal Effects	\$10,000	\$10,000
Pollution - Limited Liability *	N/A	\$25,000
Preservation of Property	30 days	60 days
Signs	\$ 5,000	\$10,000
Supplemental Payments - Loss of Earnings	\$500 per day	\$500 per day
Utility Service - Business Income	Available	\$ 5,000
Utility Service - Direct Damage	Available	\$10,000
Valuable Papers and Records - On Premises	\$10,000	\$25,000
Valuable Papers and Records - Off Premises	\$ 5,000	\$ 5,000
Valuable Papers and Records - Property Held as Samples	N/A	\$10,000
Water Back-Up from Sewer or Drains	\$ 5,000	\$10,000
Water Back-up from Sewers or Drains - Business Income	\$ 5,000	\$10,000

* Pollution Limited Liability is provided via endorsement **BO 00 72** - Limited Pollution Liability Extension.

Rule 29. Endorsements (Cont'd)

s. Under Rule 29., Paragraph F. is added:

F. Pesticide Or Herbicide Applicator Coverage Endorsement BO 00 43

a. Description Of Coverage

This endorsement amends the pollution exclusion applicable to Businessowners Liability Coverage to make it inapplicable to the operations of a landscape gardener, provided that such operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government that apply to such operations.

b. Endorsement

Pesticide Or Herbicide Applicator Coverage Endorsement **BO 00 43** may be attached only when the insured contractor is a landscape gardener.

c. Premium Determination

The premium charge when the Pesticide Or Herbicide Applicator Coverage Endorsement **BO 00 43** is attached is \$100.

d. Limits Of Insurance

In accordance with the Ohio Department of Agriculture adopted Rule 901:5-11-06, every person issued a pesticide business license must have a liability policy in force for the term of the license providing coverage for bodily injury, property damage and products/completed operations. The policy shall contain the following minimum limits of insurance:

- (1) Three hundred thousand dollars policy general aggregate limit;
- (2) Three hundred thousand dollars per occurrence limit; and
- (3) Three hundred thousand dollars products/completed operations aggregate limit.

t. Under Rule 29., Paragraph G. is added:

G. CyberOne Coverage.

Our CyberOne coverage is comprised of two coverage components - first party Computer Attack coverage and third party Network Security Liability coverage. These two coverage components are independent and can be offered separately or together.

1. Computer Attack Coverage

This first party coverage is triggered by the insured's discovery that a computer attack has affected a computer system owned or leased by the insured and under the insured's control.

A computer attack may be:

- A hacking event or other instance of an unauthorized person gaining access to the computer system
- An attack against the system by a virus or other malware
- A denial of service attack against the insured's system

Discovery of the attack must occur during the policy period. Coverage does not apply to breaches that occur prior to the first inception of the coverage.

Rule 29. Endorsements (Cont'd)

Our Computer Attack Coverage consists of the following coverage components:

- Coverage 1 - Data Restoration Costs - Coverage for the cost of a professional firm hired by the insured to replace lost or corrupted data from electronic sources.
- Coverage 2 - Data Recreation Costs - Coverage for the cost of a professional firm hired by the insured to research, recreate and replace lost or corrupted data from *non*-electronic sources. Subject to a sublimit of \$5,000.
- Coverage 3 - System Restoration Costs - Coverage for the cost of a professional firm hired by the insured to restore its computer system to its pre-attack level of functionality by replacing or reinstalling software, removing malicious code and correcting the configuration of the insured's computer system.
- Coverage 4 - Loss of Business - Coverage for business income lost by the insured and extra expenses incurred by the insured during the period of time when system and data recovery activities are taking place. Subject to a sublimit of \$10,000.
- Coverage 5 - Public Relations Services - Coverage for assistance from a professional public relations firm in communicating with outside parties concerning the Computer Attack and the insured's response. Subject to a sublimit of \$5,000.

The following options will be available:

Computer Attack Coverage	Full	Limited
Annual aggregate limit per policy	\$100,000	\$50,000
Per occurrence deductible	\$ 10,000	\$ 5,000
Premium	\$121	\$42

2. Network Security Liability Coverage

This third party coverage is triggered by the insured's receipt of notice of a network security liability suit. The network security liability suit can be a civil action, an alternate dispute resolution proceeding or a written demand for money. The network security liability suit must be initiated by a third party who alleges that a systems security failure on the part of the insured allowed one or more of the following to happen:

- The breach of third party business information
- The unintended propagation or forwarding of malware
- The unintended abetting of a denial of service attack

There need not be a covered loss under the first party Computer Attack coverage in order for there to be a loss under the third party Network Security Liability coverage.

The Network Security Liability limit is separate from that afforded under the Computer Attack Coverage. Limits cannot be combined or stacked. Only the limit in force during the policy period when notice of the suit was first received by the insured will apply.

Receipt of notice of the suit must occur during the policy period, and the suit must arise from an event that occurs after the first inception of the coverage.

The coverage will be defense within the limits, and the following options will be available:

Network Security Liability Coverage	Full	Limited
Annual aggregate limit per policy	\$100,000	\$50,000
Per occurrence deductible	\$ 10,000	\$ 5,000
Premium	\$179	\$48

V. DEVIATIONS TO ISO CLASS-SPECIFIC ENDORSEMENTS RULES

Under Rule **41**. The following is amended:

Coverage form **BO 00 75** Apartment Buildings replaces **BP 07 75** Apartment Buildings throughout this rule; and Paragraph **B.1.a.(1)** is replaced with the following:

- (1) Section I - Property to provide either new or enhanced coverage for lock replacement; ordinance or law equipment coverage; pollutant clean-up and removal; and tenant move back expense coverage. Additionally, since employee dishonesty coverage is provided in the Businessowners Coverage Form, this endorsement expands the employee dishonesty coverage to include coverage for theft of tenants' property by an identified employee.

Rules **42. and 43.** are deleted and replaced by the following:

COMPANY SPECIALTY PROGRAMS

The following eligibility, coverage, and premium determination rules apply to the Company Specialty Programs. When no specific rule applies, refer to the Businessowners Program rules.

A. Contractor Program

1. This special program is designed for those contractors whose operations are described by the contractor classifications listed in the classification table and who employ 15 or fewer workers. The program features liability premium determination based upon the number of employees, along with an automatic business personal property limit of \$1,000. All rates and premiums in this program, except for Tool Coverage and Installation Coverage, will apply to the developed premium.

a. Automatic coverage extensions include:

- (1) Voluntary Property Damage and Care, Custody or Control Coverage - \$5,000 per occurrence/\$25,000 aggregate with a \$500 deductible per loss. Attach **BO 00 13** Contractor Program - Extension Endorsement or **BO 00 61** Contractor Program Plus - Extension Endorsement is available with other coverages for an additional charge.

- (2) Contractors' Installation, Tools And Equipment Coverage - **BO 00 18**:

(a) Installation - \$2,000

(b) Tools and Equipment - \$2,500

b. Coverage option:

For a reduction in premium a contractor can choose not to have items **a.(2)(a)** and **a.(2)(b)** above included in the policy coverage. This premium reduction applies to all premium, including minimum premium policies.

2. Eligibility Standards

Only contractors with 15 or fewer employees are eligible. (*For the purpose of this rule, 2 part-time employees shall be equal to one employee*).

Gross annual receipts may not exceed \$2,000,000, nor may annual payroll exceed \$600,000.

Contractors who are regularly or frequently involved as contractors or subcontractors on projects exceeding 25% of their annual receipts are not eligible. General contractors are not eligible. A contractor is typically considered a general contractor for the purpose of this rule if the total cost of subcontracted work exceeds 25% of the contractor's total receipts.

Businesses which rent or lease equipment to others are not eligible.

Contractors in business less than 1 year under the present ownership are subject to a New Venture surcharge of \$55.

Contractor Program (Cont'd)

3. Definition of Employee

a. Full-Time

Each owner, partner or active corporate officer is a full-time employee.

Any person working 120 days or more in any one year is also a full-time employee.

Inactive corporate officers and clerical office help are not to be included.

b. Part-Time

Any person who works **less than** 120 days in any one year is a part-time employee.

For Premium determination purposes, compute the total number of days worked by all part-time employees, divide by 120 days, and round to the next highest whole number

4. Premium Determination

- a.** Rate Liability according to the Contractor Liability Rates. Multiply the number of full-time and part-time employees by the applicable liability rate to develop the liability premium.
- b.** If insured is in business less than one year, or has never had prior insurance coverage, add \$55 to the total premium. This premium is in addition to any policy minimum premium and only applies to the first year of the policy and does not apply at renewal.
- c.** Rate Buildings and Business Personal Property according to the ISO rules under **23.C.** Premium Determination.

d. Uninsured Subcontractors

(Those unable to supply us with acceptable certificates of insurance.) In the event the number of employees can't be readily determined, we will divide the total payroll for the uninsured subcontractors by the payroll assigned to an individual insured per **Rule 24** in Division Six - General Liability to determine the number of full-time employees.

In the event the actual payroll can not be separated from the total cost of the uninsured subcontractor, 50% of the total cost will be assigned as payroll.

- e.** Premium is subject to annual audit.
- f.** Attach Endorsement **BO 00 13** - Contractor Program - Extension Endorsement, or **BO 00 61** Contractor Program Plus - Extension Endorsement for an additional premium.
- g.** Attach Endorsement **BO 00 18** - Contractors' Installation, Tools And Equipment Coverage, to all policies unless the policyholder has chosen to decline this coverage.

5. Subcontractor Charge

When work is performed for the named insured by properly insured subcontractors, the liability premium is surcharged depending on the ratio of the total cost of subcontracted work to total annual sales.

Determine the subcontractor charge as follows:

- a.** Determine the percent of subcontracted work by dividing total annual sales by the total annual cost of subcontracted work.

Contractor Program (Cont'd)

- b. If the percentage exceeds 25%, multiply the total annual sales by .25 and subtract from the total annual cost of subcontracted work to get the developed exposure basis.
- c. Divide by 1000 and multiply by the rate based on the limit of liability shown in the rate table under Contractor Liability Rates.

6. Contractors Coverages

a. Contractor Program Plus - Extension Endorsement

(1) Description Of Coverage

When the endorsement is attached to the coverage the following additional coverages are provided:

- (a) Voluntary Property Damage - \$10,000 per occurrence / \$30,000 aggregate with a \$500 deductible per loss.
- (b) Rekey of customer's keys - \$10,000 for actual and necessary expense incurred to rekey customer's premises as a result of loss or damage to their keys entrusted to insured.
- (c) Additional Insured - Owners, Lessees or Contractors - Automatic status by contract or agreement.
- (d) Additional Insured - Lessor of Leased Equipment or Managers or Lessors of Premises - Automatic status when required in lease agreement.
- (e) Aggregate Limits of Insurance apply per project.
- (f) Waiver of Subrogation is automatic when insured has agreed in writing, before the loss, to waive such rights.
- (g) Contract Penalties - \$10,000.
- (h) Equipment Rental Reimbursement - \$10,000 for all equipment in an annual policy period.
- (i) Borrowed Equipment - \$5,000 for borrowed equipment while that equipment is not being used to provide operations at a job site and is excess over any other applicable insurance.

(2) Other Coverages

- (a) When **BO 00 61** is attached:
 - (i) Contractors' Tools and Equipment Coverage is provided at a limit of \$10,000 in lieu of \$2,500
 - (ii) Contractors' Installation Coverage is provided at a limit of \$10,000 in lieu of \$2,000

(3) Endorsement

Attach Endorsement **BO 00 61**.

(4) Premium Development

Multiply the liability premium by 7% to develop the premium for the Contractor Program Plus - Extension Endorsement. This is subject to a \$130 minimum and a \$300 maximum per policy.

Contractor Program (Cont'd)

b. Amendment - Aggregate Limits of Insurance (Per Project)

(1) Description Of Coverage

The aggregate limit of insurance for Liability and Medical Expenses in the Businessowners Coverage Form may be changed from a per policy to a per project basis for every project engaged in by the insured contractor that is covered by the policy.

(2) Endorsement

Use Amendment - Aggregate Limits of Insurance (Per Project) Endorsement **BP 07 02**.

(3) Premium Development

Refer to Contractor Liability Company Rates for limits of insurance.

c. Contractors' Installation, Tools And Equipment Coverage Endorsement BO 00 18

The attachment of Contractors' Installation, Tools And Equipment Coverage Endorsement **BO 00 18** includes the following base coverages and limits of insurance:

(1) Coverage 1 - Contractors' Installation Coverage

(a) Description Of Coverage

This coverage extends \$2,000 of insurance that applies to business personal property to apply to Contractors' materials, supplies, equipment, machinery, fixtures and temporary structures while:

- i. At any job site not owned, leased or operated by the insured contractor;
- ii. Awaiting and during installation, or awaiting acceptance by the purchaser;
- iii. In transit; or
- iv. At any temporary storage location.

The deductible is a separate deductible from the property deductible.

(b) Limit Of Insurance

- i. The limits of insurance for property covered at each covered job site while in transit and while at a temporary storage location is fixed at the limit of insurance shown in the schedule regardless of the number of covered job sites. The maximum limit for covered property at all covered job sites combined is three times the limit of insurance at each covered job site.
- ii. The limit of insurance for covered property while in transit is \$5,000.
- iii. The limit of insurance for covered property while at a temporary location is \$5,000.

(2) Coverage 2 - Contractors' Tools And Equipment Coverage

(a) Description Of Coverage

This coverage extends \$2,500 of insurance that applies to business personal property to apply to Contractors' tools and equipment owned by the insured while temporarily at a premises not owned, leased or operated by the insured contractor; or while in transit.

Contractor Program (Cont'd)

A \$1,000 or \$2,000 limit applies to any one tool and the deductible is a separate deductible from the property deductible.

When a limit of \$5,000 or higher is shown in the Schedule the exclusion for theft of tools from an unattended vehicle does not apply.

Contractors' Optional Coverages

The following optional coverages are available under Endorsement **BO 00 18**:

(3) Coverage 3 - Non-owned Tools And Equipment Coverage

(a) Description Of Coverage

If a limit of insurance is shown in the Schedule of the endorsement for this optional coverage, coverage is provided for non-owned tools and equipment leased or rented from others (other than employees' tools) that are in the insured's care, custody or control. This coverage does not apply to non-owned tools and equipment leased for a term of six months or more.

(b) Premium Determination

- (i)** Refer to Contractors' Non-owned Tools rate table based on deductible chosen for this form to determine the non-owned tools and equipment rate.
- (ii)** Multiply the resulting rate by the non-owned contractors' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(4) Coverage 4 - Employees' Tools

(a) Description Of Coverage

If a limit of insurance is selected for this optional coverage, coverage is provided for employees' tools which are used in connection with your operations. Coverage is subject to a \$500 limit per tool and a \$1000 limit for all tools of any one employee.

(b) Premium Determination

- (i)** Refer to the Contractors' Employee Tools rate table to determine the employees' tools and equipment rate.
- (ii)** Multiply the resulting rate by the employees' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(5) Optional Higher Limits Of Insurance

(a) Coverage 1 - Installation Coverage

Refer to the Contractors' Installation rate table to determine the additional premium for limits in excess of the \$2,000 coverage automatically provided in the endorsement. The only increased optional limits of insurance available that may be selected is the property at each covered job site and for property at all covered job sites are three times the property selected at each covered job site.

Contractor Program (Cont'd)

(b) Coverage 2 - Tools And Equipment Coverage

For an additional premium the contractors' tools and equipment limits may be increased in excess of the \$2,500 coverage automatically provided in the endorsement. Coverage for tools and equipment may be provided as follows:

(i) Blanket Limit Subject To A \$2,000 Sub-limit Per Tool Or Piece Of Equipment

- Refer to the Contractors' Blanket Tools rate table to determine the blanket owned contractors' tools and equipment rate subject to a \$2,000 sublimit.
- Multiply the resulting rate by the blanket owned contractors' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(ii) Blanket Limit Subject To A \$1000 Sub-limit Per Tool Or Piece Of Equipment

- Refer to the contractors' Blanket Tools rate table to determine the blanket owned contractors' tools and equipment rate subject to a \$1,000 sub-limit.
- Multiply the resulting rate by the blanket owned contractors' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(iii) Scheduled Limit

For an additional premium, coverage may be provided for specifically described tools or pieces of equipment.

- Refer to the Contractors' Scheduled Tools rate table to determine the scheduled contractors' tools and equipment rate.
- Multiply the resulting rate by the total scheduled contractors' tools and equipment limit of insurance (per \$100) to determine the additional premium.

(6) Deductible Options

A deductible of \$500 applies to the Contractors' Installation, Tools And Equipment Coverage. Optional deductibles of \$1,000, \$2,500 and \$5,000 are available.

d. Contractors Errors And Omissions

(1) Description

Our Contractors Errors and Omissions program was designed for over 40 classes of artisan contractors as an enhancement to the Businessowners policy. Our program:

- Responds to Third Party loss resulting from "property damage" to "your work", "your product" and "impaired property" caused by a contractors "wrongful act" in rendering or failing to render "Contracting Services".
- Provides coverage on a claims-made-and-reported, defense within the limits, duty to defend basis.
- Offers Per Job/Annual Aggregate Limits ranging from \$5,000/\$10,000 to \$100,000/\$100,000.
- Includes deductibles which range from \$500 to \$5,000 per job.
- Includes a minimum Contractors Errors and Omissions coverage premium per policy.

Contractor Program (Cont'd)

(2) Eligible Classes

Eligible	Code	Class Description
No	91560	Concrete Construction
No	91746	Door, Window or Assembled Millwork Installation - Metal only
No	92215	Driveway, Parking Area or Sidewalk - Paving or Repairing
No	94007	Excavation
No	99952	Pressure Washing
No	98884	Sheet Metal Work (Gutter and Downspout Installation)
No	98967	Siding Installation
No	99975	Window Cleaning* - Three Stories or Less in Height
No	91340	Carpentry - NOC
No	95625	Handyperson
No	98678	Roofing - Residential
Yes	91111	Air Conditioning Systems
Yes	91150	Appliances and Accessories - Installation and Repair - Commercial
Yes	91155	Appliance and Accessories - Installation and Repair - Household
Yes	99650	Cable/Dish Installation
Yes	91341	Carpentry - Interior only
Yes	91405	Carpet, Rug, Furniture or Upholstery Cleaning*
Yes	91436	Ceiling or Wall Installation - Metal
Yes	92338	Dry Wall or Wallboard Installation
Yes	92478	Electrical Work
Yes	94276	Fence Erection Contractors
Yes	94569	Floor Covering Installation - No Ceramic Tile or Stone
Yes	98111	Furniture or Fixtures - Installation in Offices or Stores
Yes	13590	Glass Dealers and Glaziers
Yes	95647	Heating and Air Conditioning System or Equipment
Yes	96053	House Furnishings Installation - NOC
Yes	96611	Interior Decorators
Yes	96816	Janitorial Services* - Residential or Light Office
Yes	97047	Landscape Gardening
Yes	98482	Lawn Sprinkler Installation
Yes	97447	Masonry
Yes	98304	Painting - Exterior
Yes	98305	Painting - Interior
Yes	98344	Paperhanging
Yes	98449	Plastering
Yes	98483	Plumbing - Residential or Commercial
Yes	98636	Refrigeration Systems - Installation and Repair - Commercial
Yes	98806	Septic Tank Installation
Yes	99003	Sign Painting or Lettering - Inside Building - No Spray Painting
Yes	99746	Tile, Stone, Marble or Terrazzo Work - Interior
Yes	99948	Water Softening Installation

Contractor Program (Cont'd)

(3) Premium Determination

The additional premium charge is shown below and applies to the General Liability premium:

Rates for all Contractor Classes

E&O Limit		E&O Deductible	GL Limit of Liability				
Per Claim Limit of Insurance	Annual Aggregate Limit of Insurance	Per Claim Deductible	300,000/600,000	500,000/1,000,000	1,000,000/2,000,000	1,000,000/3,000,000	2,000,000/4,000,000
\$ 5,000	\$ 25,000	\$ 500	14.4%	13.2%	12.0%	12.0%	8.6%
\$ 10,000	\$ 50,000	\$1,000	17.1%	15.6%	14.2%	14.2%	10.1%
\$ 25,000	\$ 75,000	\$1,500	20.1%	18.4%	16.7%	16.7%	11.9%
\$ 50,000	\$100,000	\$2,500	20.5%	18.8%	17.0%	17.0%	12.1%
\$100,000	\$100,000	\$5,000	20.4%	18.6%	16.9%	16.9%	12.0%

(4) Minimum Premiums

The following minimum Contractors Errors and Omissions premium applies per policy:

Per Claim Limit of Insurance	Annual Aggregate Limit of Insurance	Minimum Contractors E&O Premium
\$ 5,000	\$ 25,000	\$ 77
\$ 10,000	\$ 50,000	\$ 77
\$ 25,000	\$ 75,000	\$ 77
\$ 50,000	\$100,000	\$154
\$100,000	\$100,000	\$231

(5) Endorsement

Use Contractors Errors and Omissions Coverage Endorsement **BO 00 74**.

**THE CELINA MUTUAL INSURANCE COMPANY
BUSINESSOWNERS PROGRAM**

CONTRACTOR LIABILITY RATES

Entire State

OHIO

Nature of Operations	SIC Code	ISO Class	Occur Agg	\$300,000 \$600,000	\$500,000 \$1,000,000	\$1,000,000 \$2,000,000	\$1,000,000 \$3,000,000	\$2,000,000 \$4,000,000
Air Conditioning Systems	1711	91111	Full	109	120	138	140	153
			Part	55	60	69	70	77
Appliances & Accessories - Installation & Repair- Commercial	5722	91150	Full	117	129	155	156	175
			Part	59	65	78	78	88
Appliance & Accessories- Installation & Repair- Household	5722	91155	Full	309	343	409	414	466
			Part	155	172	205	207	233
Cable/Dish Installation	7622	99650	Full	42	45	53	53	58
			Part	21	23	27	27	29
Carpentry- NOC	1751	91340	Full	185	205	243	246	275
			Part	93	103	122	123	138
Carpentry - interior only	1751	91341	Full	135	152	186	188	214
			Part	68	76	93	94	107
Carpet, Rug, Furniture or Upholstery Cleaning *	7217	91405	Full	67	73	84	85	93
			Part	34	37	42	43	47
Ceiling or Wall Installation - Metal	1761	91436	Full	137	153	180	183	203
			Part	69	77	90	92	102
Concrete Construction	1771	91560	Full	138	155	190	191	219
			Part	69	78	95	96	110
Door, Window or Assembled Millwork Installation- metal only	1751	91746	Full	161	179	213	215	241
			Part	81	90	107	108	121
Driveway, Parking Area or Sidewalk - Paving or Repairing	1771	92215	Full	95	104	121	122	133
			Part	48	52	61	61	67
Dry Wall or Wallboard Installation	1742	92338	Full	51	57	69	71	80
			Part	26	29	35	36	40
Electrical Work	1731	92478	Full	52	58	68	69	77
			Part	26	29	34	35	39
Excavation *	1794	94007	Full	426	470	552	558	617
			Part	213	235	276	279	309
Fence Erection Contractors	1799	94276	Full	118	131	155	157	174
			Part	59	66	78	79	87
Floor Covering Installation - no Ceramic Tile or Stone	1752	94569	Full	84	92	107	109	118
			Part	42	46	54	55	59
Furniture or Fixtures - Installation in Offices or Stores	7629	98111	Full	8	9	11	11	12
			Part	4	5	6	6	6
Glass Dealers & Glaziers	1793	13590	Full	129	144	171	173	195
			Part	65	72	86	87	98
Handyperson *	1751	95625	Full	122	133	155	157	170
			Part	61	67	78	79	85
Heating & Air Conditioning System or Equipment	1711	95647	Full	167	185	220	223	250
			Part	84	93	110	112	125
House Furnishings Installation - NOC	7641	96053	Full	98	106	125	125	138
			Part	49	53	63	63	69
Interior Decorators	7389	96611	Full	30	32	37	38	41
			Part	15	16	19	19	21
Janitorial Services * - Residential or Light office	7349	96816	Full	48	52	60	60	65
			Part	24	26	30	30	33
Landscape Gardening **	0782	97047	Full	37	40	43	44	46
			Part	19	20	22	22	23
Lawn Sprinkler Installation	1711	98482	Full	188	210	249	253	284
			Part	94	105	125	127	142
Masonry	1741	97447	Full	85	95	116	118	133
			Part	43	48	58	59	67
Painting - Exterior * (Three Stories or Less)	1721	98304	Full	116	127	147	149	162
			Part	58	64	74	75	81

**THE CELINA MUTUAL INSURANCE COMPANY
BUSINESSOWNERS PROGRAM**

CONTRACTOR LIABILITY RATES

Entire State

OHIO

Nature of Operations	SIC Code	ISO Class	Occur Agg	\$300,000 \$600,000	\$500,000 \$1,000,000	\$1,000,000 \$2,000,000	\$1,000,000 \$3,000,000	\$2,000,000 \$4,000,000
Painting - Interior *	1721	98305	Full	55	61	71	71	78
			Part	28	31	36	36	39
Paperhanging	1721	98344	Full	19	22	25	26	27
			Part	10	11	13	13	14
Plastering	1742	98449	Full	179	198	236	239	269
			Part	90	99	118	120	135
Plumbing - Residential or Commercial +	1711	98483	Full	369	403	471	477	522
			Part	185	202	236	239	261
Pressure Washing *	1799	99952	Full	136	153	187	189	216
			Part	68	77	94	95	108
Refrigeration Systems - Installation & Repair -Commercial	7623	98636	Full	134	149	176	179	199
			Part	67	75	88	90	100
Roofing - Residential *	1761	98678	Full	622	687	810	820	910
			Part	311	344	405	410	455
Septic Tank Installation	1711	98806	Full	120	132	155	157	174
			Part	60	66	78	79	87
Sheet Metal Work	1761	98884	Full	61	69	83	85	96
			Part	31	35	42	43	48
Siding Installation	1761	98967	Full	165	185	224	227	259
			Part	83	93	112	114	130
Sign Painting or Lettering- Inside Building- no spray painting	7389	99003	Full	35	39	44	45	49
			Part	18	20	22	23	25
Tile, Stone, Marble or Terrazzo Work - Interior	1743	99746	Full	81	90	107	108	120
			Part	41	45	54	54	60
Water Softening Installation	1711	99948	Full	444	482	558	566	613
			Part	222	241	279	283	307
Window Cleaning * - 3 Stories or Less in Height	1799	99975	Full	58	63	73	74	80
			Part	29	32	37	37	40

Minimum Premium	450	500	650	655	750

* \$500 Property Damage Deductible applies per claim

** No application of fertilizer, fungicides, herbicides or pesticides.

+ No Fire Suppression Systems.

Contractors' Blanket Tools			
Deductible	Per Item Limit		
	\$1,000	\$2,000	
	rate/\$100	rate/\$100	
\$500	2.50	2.90	
\$1,000	1.95	2.35	
\$2,500	1.25	1.65	
\$5,000	1.00	1.40	

Contractors Installation	
Deductible	Rate/\$100
\$500	1.50
\$1,000	1.25
\$2,500	1.00
\$5,000	0.85

Contractors' Scheduled Tools	
Deductible	rate/\$100
\$500	2.25
\$1,000	1.80
\$2,500	1.20
\$5,000	0.95

Contractors' Nonowned Tools	
Deductible	rate/\$100
\$500	0.95
\$1,000	0.80
\$2,500	0.60
\$5,000	0.50

Subcontractors	
Limit (Occur/Agg)	Rate/\$1,000
\$300,000/\$600,000	3.11
\$500,000/\$1,000,000	3.54
\$1,000,000/\$2,000,000	4.36
\$1,000,000/\$3,000,000	4.41
\$2,000,000/\$4,000,000	5.04

Contractors' Employee Tools	
Deductible	Rate/\$100[#]
\$500	3.50
\$1,000	2.75
\$2,500	1.75
\$5,000	1.50

B. Auto Service Program

1. This is an insurance program specially designed for the auto repair and service industry. It includes Liability and Property coverages.

Gross annual receipts may not exceed \$4,000,000 and annual payroll must be less than \$600,000.

a. Eligible Operations

- (1) Tune-Up Shops
- (2) Oil and Lubrication Shops
- (3) Wheel Alignment Shops (no heavy trucks or frame straightening)
- (4) Auto Electrical Repair Shops
- (5) Undercoating, Sealing and Rustproofing Shops
- (6) Transmission Shops
- (7) Light Mechanical Repair (with incidental body work)
- (8) Radiator and Air Conditioning Shops
- (9) Muffler, Shock and Brake Shops
- (10) Auto Glass Shops
- (11) Detail Shops
- (12) Tire Dealers
- (13) Seat Cover and Upholstery Shops
- (14) Car Washes (Refer to Rule **B.4.**)
- (15) Auto Sales are eligible if:
 - Incidental to the overall auto service operation;
 - Receipts are less than 20% of the total receipts; and
 - The vehicles for sale inventory is less than \$100,000.

b. Ineligible Operations

- (1) LPG Sales - refilling operations
- (2) Rental Operations of any kind
- (3) Towing Operations (unless incidental)
- (4) Rent-A-Bay or Self Service Operations
- (5) Body Shops
- (6) Junk Yards or Used Auto Parts sales
- (7) 24 Hour Operations
- (8) Guard Dogs or Watch Dogs on premises
- (9) Shops with over 15 fulltime employees

Auto Service Program (Cont'd)

2. Definition of Employee

a. Full-Time

- (1) Each owner, partner or active officer; and
- (2) Any person working more than 120 days in any one year.

b. Part-Time

- (1) Any person who works less than 120 days in any one year. The rate for a part-time employee is 1/2 the rate for a full-time employee.
- (2) For premium computation purposes, compute the total number of days worked by all part-time employees, divide by 120 days, and round to the next highest whole number.

c. Exclude from rating any inactive officers or partners and clerical employees.

3. Endorsements

- a.** The Auto Service Program - Extension Endorsement **BO 00 14** is attached to all auto service policies at an additional charge of \$25 per location.

Automatic Coverage Extensions include:

- (1) Broad Form Products Liability.
- (2) Legal Liability for damage to real property caused by an auto - \$10,000.
- (3) Fences, light poles, and lighting equipment located at the premises is added to the description of building.
- (4) Liability coverage for the operation of customer's auto while on insured premises.
- (5) Employees' Tools - \$2,500 for any one occurrence limited to \$500 for any one employee.
- (6) Mechanics' Errors And Omissions Liability - provides coverage for mechanics' acts, errors or omissions at a sublimit of \$25,000. Optional limits of \$50,000 and \$100,000 are available.

(a) Optional Higher Mechanics' Errors And Omissions Limits

Limit of Insurance	Premium
\$ 50,000	\$30
\$100,000	\$70

b. Hired Auto And Non-owned Auto Liability Coverage and Hired Auto Physical Damage Coverage

Endorsement **BO 00 58** is attached to all auto service policies and Hired Physical Damage coverage is also provided. The rate is determined as follows:

(1) Hired Auto

Determine the flat charge from the auto service rate page.

Auto Service Program (Cont'd)

(2) Non-owned Auto

- (a)** Determine the number of employees.
- (b)** Multiply the number of employees by the rate shown in the auto service rate pages for this coverage.

c. Garagekeepers Coverage

- (1)** Endorsement **BO 00 16** is available on a Direct Excess, Direct Legal Liability or Direct Primary basis.
- (2)** Refer to the Garagekeepers Liability rates to determine the additional premium.

d. Auto Service and Sales Plus Coverage Endorsement

1. Description Of Coverage

The Auto Service and Sales Plus Coverage Endorsement is available for auto service risks that have incidental auto sales and provides the following coverages:

- False Pretense Coverage - \$25,000
- Physical Damage - Autos Held for Sale by Non-Dealer - \$100,000
- Title Errors and Omissions Coverage - \$300,000
- Truth in Lending Errors and Omissions Coverage - \$300,000
- Federal Odometer Statute Errors and Omissions Coverage - \$300,000
- Prior Damage Disclosure Statutes Errors and Omissions Coverage - \$300,000

2. Endorsement

Use Auto Service and Sales Plus Coverage Endorsement **BO 00 80**.

3. Premium Determination

Develop the additional premium for Auto Service and Sales Plus Coverage by charging an additional \$400 per location.

Note: When this endorsement is attached the following endorsement is required to be added to the Commercial Auto Coverage Part: Registration Plates Not Issued For A Specific Auto - **CA 20 27**.

4. Car Wash Classifications

- a.** This rule supersedes Paragraph **B.3.** above if the Car Wash classification is used.

The Car Wash Program - Extension Endorsement **BO 00 17**, Hired Auto And Non-owned Auto Liability Coverage Endorsement **BO 00 58** and Garagekeepers Coverage **BO 00 16** are attached to policies utilizing the car wash classification. A charge of \$275 per location applies for these endorsements with a maximum charge of \$550.

Automatic Coverage Extensions include:

- (1)** Non-owned Auto Liability.
- (2)** Hired Car Liability.
- (3)** Hired Auto Direct Physical Damage.
- (4)** Broad Form Products Liability.

Auto Service Program (Cont'd)

- (5) Loss of Use Coverage when a customer's auto is stolen or damaged.
 - (6) Legal Liability for damage to real property caused by an auto - \$10,000.
 - (7) Liability coverage for the operation of customer's auto while on insured premises.
 - (8) Physical Damage coverage for customer's cars under legal liability basis - with option for direct primary basis.
 - (9) Outdoor Vacuums and Light Poles included in the building coverage.
 - (10) Mechanics' Errors And Omissions Liability Coverage - provides coverage for acts, errors or omissions at a sub-limit of \$25,000.
- b. Garagekeepers Direct Primary Coverage. An additional charge of \$125 applies per location for this coverage.
 - c. A deviation of .90 may be applied to this class.

5. Premium Determination

- a. Rate Liability according to the Auto Service Liability Rates. Refer to the state territories to determine the territory and territory code applicable to the location of the premises insured.

Multiply the number of full-time and part-time employees by the applicable liability rate to develop the liability premium.

For Lessors Liability under Auto Service, use Liability Class Group 21, and Liability Exposure Base Limit Of Insurance (LOI).

- b. (1) Rate Buildings and Business Personal Property according to the ISO Rules under **23.C. Premium Determination.**

(2) (a) The following rate number relativities are added to table **23.C.1.b.(RF)**:

Rate Number Relativities

Property Rate Number	Classification	Factor
37	Auto Service - Building	1.425
38	Auto Service - Business Personal Property	0.865

(b) The following sprinkler factors are added to table **23.C.5.(RF)**:

Property Rate Number	Classification	Factor
37	Auto Service - Building	.85
38	Auto Service - Business Personal Property	.85

- 6. Minimum Premium for this program is \$450.
- 7. If owned auto coverage is desired, a separate list of covered autos and coverages is necessary.

Auto Service Program (Cont'd)

Auto Service Liability Rates

Territory	100/200	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
706, 715, 716	\$120	\$147	\$158	\$173	\$175	\$188
704, 711, 712, 717	\$111	\$136	\$146	\$160	\$162	\$174
702, 708, 713, 714, 719	\$106	\$130	\$140	\$153	\$155	\$166
710	\$150	\$184	\$198	\$217	\$219	\$236
709, 718	\$132	\$162	\$174	\$191	\$193	\$207

Hired Auto And Non-owned Auto

	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
Hired Auto	\$53	\$ 58	\$ 65	\$ 66	\$ 72
Non-owned Auto*	\$93	\$101	\$113	\$115	\$126

*For Non-owned auto premium determination is as follows:

Take the total number of employees (including inactive officers and clerical) and multiply by .25.

Take this result and multiply by the Non-owned minimum premium shown above. Charge the premium developed subject to the minimum premium.

EACH EMPLOYEE DEFINITION - All owners, partners, officers and employees, except no charge will be made for (1) inactive officers or partners and (2) clerical employees. Use 50% of the above rate for an employee who works less than 120 days per year.

GARAGEKEEPERS LIABILITY

Legal Liability & Direct Primary Coverages

Garagekeepers Liability

\$100 Deductible per car for all Direct Coverage and \$500 per occurrence for Theft, Vandalism or Mischief	Direct Coverage	
Amount of Insurance	Legal Liability	Direct (Primary)
15,000	\$145	\$ 196
30,000	\$254	\$ 342
60,000	\$421	\$ 568
90,000	\$577	\$ 781
120,000	\$719	\$ 969
150,000	\$855	\$1.153
180,000	\$985	\$1,330
Addl. Limits over \$180,000 (per \$1,000)	\$5.48	\$7.39

\$250 Deductible per car for all Direct Coverage and \$1,000 per occurrence for Theft, Vandalism or Mischief	Direct Coverage	
Amount of Insurance	Legal Liability	Direct (Primary)
15,000	\$110	\$148
30,000	\$191	\$259
60,000	\$318	\$428
90,000	\$433	\$588
120,000	\$540	\$729
150,000	\$640	\$865
180,000	\$739	\$997
Addl. Limits over \$180,000 (per \$1,000)	\$4.11	\$5.54

\$500 Deductible per car for all Direct Coverage and \$2,500 per occurrence for Theft, Vandalism or Mischief	Direct Coverage	
Amount of Insurance	Legal Liability	Direct (Primary)
15,000	\$ 89	\$120
30,000	\$153	\$207
60,000	\$254	\$344
90,000	\$346	\$470
120,000	\$432	\$583
150,000	\$511	\$690
180,000	\$590	\$798
Addl. Limits over \$180,000 (per \$1,000)	\$3.28	\$4.43

\$1,000 Deductible per car for all Direct Coverage and \$4,000 per occurrence for Theft, Vandalism or Mischief	Direct Coverage	
Amount of Insurance	Legal Liability	Direct (Primary)
15,000	\$ 75	\$101
30,000	\$130	\$177
60,000	\$216	\$293
90,000	\$294	\$400
120,000	\$367	\$495
150,000	\$435	\$587
180,000	\$501	\$679
Addl. Limits over \$180,000 (per \$1,000)	\$2.79	\$3.77

Direct Excess Coverage

Multiply the Legal Liability premium above by 1.15 to develop premium for Direct (Excess).

C. Small Church Protector Program

1. This is an insurance program specially designed for the small church risk with property limits of \$2,000,000 or less for all buildings and business personal property at each location. The program includes liability premium determination based upon the square footage of the church buildings. When coverage is written under this program the Small Church Program - Extension Endorsement **BO 00 20** is attached at no additional charge.
 - a. Automatic coverage extensions include:
 - (1) Newly acquired property or new construction at any one location up to 180 days at the sum of the Limit of Insurance for your Buildings and your Business Personal Property but not more than \$500,000 at any one location (\$750,000 at any one location when Businessowners Platinum Plus Endorsement **BO 00 57** is applicable to the policy).
 - (2) \$2,500 for church property in dwellings maintained for church employees.
 - (3) Fences, light-bearing standards or poles is provided at a limit of \$10,000.
 - (4) Appurtenant Structures and Buildings provided at 10% of Building limit or \$20,000, whichever is less.
 - (5) \$5,000 damage to property of others coverage for property of others in your care, custody and control.
 - (6) Volunteer Workers labor medical payments coverage.
 - (7) Athletic medical expense coverage subject to a \$50 deductible.
 - (8) Additional insured coverage for:
 - (a) Any members of the clergy;
 - (b) Any member of the board of trustees, governors, or board of education;
 - (c) Any member of the church.
 - (9) \$150,000 of Tenant's Fire Liability Coverage is included.
 - (10) Money and Securities with double money coverage 48 hours before, during, and 48 hours after the Sunday celebrating Easter, Thanksgiving and Christmas.
 - (11) Extends Employee Dishonesty to provide coverage for Faithful Performance of employees.
2. **Eligibility Standards**
 - a. Only churches with property limits of \$2,000,000 or less for building and business personal property at each location. Any two buildings or more that would constitute one fire division with a combined limit of \$2,000,000 or more are not eligible for the program.
 - b. Churches with daycare or pre-school operations are eligible for this program. The number of children should not exceed 40 at any one time.
3. **Premium Determination**
 - a. (1) Rate Liability according to the Church Liability Rates. Refer to the state territories to determine the territory and territory code applicable to the location of the premises insured. At each location, multiply the applicable liability rate by the amount of square feet per 1,000. (This does not include a parsonage).
 - (2) Rate Cemeteries based on the state-territory for the location of the premises insured. Multiply the applicable rate by the number of acres.

Small Church Protector Program (Cont'd)

- (3) Rate Daycares based on the state-territory for the location of the premises insured. Multiply the applicable rate by the number of licensed students/children.
- b. (1) Rate Buildings and Business Personal Property according to the ISO Businessowners Property Rule **23.C. Premium Determination.**
- (2) Rate Playgrounds and Amusement Areas separately for liability under Rule **23.C.6.c.(1).** Premium charge is per location.

Limits (per occurrence/annual aggregate)	Annual Premium	
	Playgrounds- Indoor or Outdoor	Amusement Areas
\$ 300/\$ 600	\$50	\$ 75
\$ 500/\$1,000	\$53	\$ 79
\$1,000/\$2,000	\$61	\$ 92
\$1,000/\$3,000	\$62	\$ 94
\$2,000/\$4,000	\$70	\$106

- (3) The following rate number relativities are added to Table **23.C.1.b.(RF)**:

Property Rate Number	Classification	Factor
35	Church - Building	.812
36	Church - Building Personal Property	.450

- (4) The following sprinkler factors are added to Table **23.C.5.(RF)**:

Property Rate Number	Classification	Factor
35	Church - Building	.75
36	Church - Building Personal Property	.75

- c. Attach Endorsement **BO 00 20** Small Church Program - Extension Endorsement.
- d. Minimum Policy Premium for this program is \$450.

4. Optional Coverages and Endorsements

- a. Counseling Professional Liability Coverage Endorsement **BO 00 23.** This optional endorsement may be used to cover the professional liability claims arising out of the counseling activities of pastoral counselors and trained lay counselors. The premium for this endorsement is in addition to any Policy Minimum Premium.

Limits (per occurrence/annual aggregate)	Annual Premium	
	Pastoral Counselor	Trained Lay Counselor
\$ 300/\$ 600	\$28	\$12
\$ 500/\$1,000	\$40	\$16
\$1,000/\$2,000	\$52	\$21
\$1,000/\$3,000	\$53	\$22
\$2,000/\$4,000	\$60	\$24

A premium charge must be made for all pastoral counselors and trained lay counselors. Example: If there are three pastoral counselors, a premium charge will be made for all three.

Small Church Protector Program (Cont'd)

- b.** Sexual Acts Liability Coverage Endorsement **BO 00 22**. This optional endorsement provides liability coverage for damages arising out of:

- (1)** any alienation of affection;
- (2)** the actual or threatened sexual abuse, misconduct or molestation by anyone of any person while in the care, custody or control of any insured; or
- (3)** the negligent:
 - (a)** employment;
 - (b)** investigation;
 - (c)** supervision;
 - (d)** reporting to the proper authorities, or failure to so report; or
 - (e)** retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **(2)** above.

<u>Limits</u>	<u>Annual Premium</u>
\$ 50,000 per occurrence/\$150,000 annual aggregate	\$125
\$100,000 per occurrence/\$300,000 annual aggregate	\$250
\$250,000 per occurrence/\$500,000 annual aggregate	\$450
\$500,000 per occurrence/\$500,000 annual aggregate	\$600

The premium for this endorsement is in addition to any Policy Minimum Premium.

- c.** Personal Coverage Endorsement. This optional Endorsement **BO 00 21** provides special personal property coverage on a replacement cost basis, personal liability coverage, and medical payments to others coverage (*similar to HO-4, with HO 05 24 endorsement*), for the minister, assistant minister or other church employees. The premium for this endorsement is in addition to the BOP policy premium as calculated without the premium for this endorsement.

The liability and medical payments to others limits are the same as the per occurrence limit and medical payments limit that apply to the church. This coverage is included at no additional charge.

Personal property rates apply as follows:

Personal Property Limit	Annual Premium
\$10,000	\$ 55
20,000	\$ 82
30,000	\$107
40,000	\$132
50,000	\$157

For limits over \$50,000, charge an additional \$2.00 for each \$1,000 of coverage over \$50,000. A \$500 deductible will apply.

Small Church Protector Program (Cont'd)

5. Claim-Free Renewal Discount Plan

a. Eligibility

To qualify for this plan, the policy must be an existing renewal policy with Celina Mutual and must be written in the Small Church Protector Program.

- (1) The discount will apply to all lines and coverages written within the program, except Uninsured and Underinsured Motorists Liability, Workers' Compensation and Commercial Umbrella.
- (2) If a renewal policy has been claim-free for the preceding year, the risk will receive a 5% discount. If a renewal policy has been claim-free for the previous two years or more, the risk will receive a 10% discount.

b. Maximum Discount

The maximum allowable discount will be capped at 10%.

c. Premium Development

- (1) Existing renewal may qualify for 5% or 10% based upon their previous claim experience.
- (2) The annual renewal period(s) immediately preceding the current renewal shall be considered the qualifying period for the purposes of this plan.
- (3) Develop the premium for each coverage. Multiply by any rate reductions, modification factors or other rating plan debits or credits at this time. Apply the claim-free renewal discount factor.
- (4) The claim-free discount factor is separate and not cumulative with any other factor, discount or rate reduction. It is established for a period of one year only. A risk must be submitted annually for the establishment of the renewal premiums.

Church Liability Rates - Rate Per 1,000 sq. ft

Territory	Limit				
	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
702	\$ 6	\$ 6	\$ 7	\$ 7	\$ 7
704	\$ 8	\$ 8	\$ 9	\$10	\$10
706	\$ 4	\$ 4	\$ 5	\$ 5	\$ 6
708	\$ 7	\$ 7	\$ 8	\$ 8	\$ 8
709	\$ 5	\$ 5	\$ 6	\$ 6	\$ 7
710	\$ 5	\$ 5	\$ 6	\$ 6	\$ 7
711	\$ 7	\$ 7	\$ 8	\$ 8	\$ 9
712	\$ 7	\$ 7	\$ 8	\$ 8	\$ 9
713	\$10	\$11	\$12	\$13	\$13
714	\$10	\$11	\$12	\$13	\$13
715	\$ 5	\$ 5	\$ 6	\$ 6	\$ 6
716	\$ 5	\$ 5	\$ 6	\$ 6	\$ 6
717	\$ 9	\$10	\$11	\$12	\$12
718	\$ 9	\$10	\$11	\$12	\$12
719	\$ 5	\$ 5	\$ 6	\$ 6	\$ 7

Small Church Protector Program (Cont'd)

Cemeteries - Rate Per Acre

Territory	Limit				
	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
702	\$2	\$ 2	\$3	\$3	\$3
704	\$3	\$ 3	\$4	\$4	\$4
706	\$2	\$ 2	\$2	\$2	\$2
708	\$3	\$ 3	\$3	\$3	\$3
709	\$2	\$ 2	\$2	\$2	\$2
710	\$2	\$ 2	\$2	\$2	\$2
711	\$3	\$ 3	\$3	\$3	\$3
712	\$3	\$ 3	\$3	\$3	\$3
713	\$4	\$ 4	\$5	\$5	\$5
714	\$4	\$ 4	\$5	\$5	\$5
715	\$2	\$ 2	\$2	\$2	\$2
716	\$2	\$ 2	\$2	\$2	\$2
717	\$4	\$ 4	\$5	\$5	\$5
718	\$4	\$ 4	\$5	\$5	\$5
719	\$2	\$ 2	\$2	\$2	\$2

Daycare

Rate Per Person (# of Students Licensed)

Territory	Limit				
	300/600	500/1,000	1,000/2,000	1,000/3,000	2,000/4,000
702	\$1	\$1	\$1	\$1	\$1
704	\$2	\$2	\$2	\$2	\$2
706	\$1	\$1	\$1	\$1	\$1
708	\$1	\$1	\$2	\$2	\$2
709	\$1	\$1	\$1	\$1	\$1
710	\$1	\$1	\$1	\$1	\$1
711	\$1	\$2	\$2	\$2	\$2
712	\$1	\$2	\$2	\$2	\$2
713	\$2	\$2	\$3	\$3	\$3
714	\$2	\$2	\$3	\$3	\$3
715	\$1	\$1	\$1	\$1	\$1
716	\$1	\$1	\$1	\$1	\$1
717	\$2	\$2	\$2	\$2	\$3
718	\$2	\$2	\$2	\$2	\$3
719	\$1	\$1	\$1	\$1	\$1

D. Preferred Self-Storage Facilities Program

The following Self-Storage rules apply in addition to any ISO and/or Company Businessowners rules if the Preferred Self-Storage Facilities classification is used.

1. In addition to the Businessowners Plus Endorsement **BO 00 02** or Businessowners Platinum Plus Endorsement **BO 00 57** that is attached to the policy; the Self-Storage Facilities Amendatory Endorsement **BO 00 33** is also attached. This endorsement extends the definition of building to include fences, light poles, and lighting equipment.
2. **Self-storage Facilities Endorsement BO 00 32**

When insuring eligible self-storage facility risks, Endorsement **BO 00 32** must be attached. This endorsement revises several provisions of the property and liability coverages as follows:

a. Property Coverage

This endorsement adds Accrued Rental Charges as a component of Business Income Coverage; and amends coverage to provide Employee Theft to include personal property of your customers.

b. Liability Coverage

This endorsement includes a \$50,000 Customers' Goods Legal Liability limit and a \$25,000 Sale and Disposal Liability limit. Exclusions specific to these coverages are added. The pollution exclusion is also amended to exclude pollutants brought onto the location by customers. Any loss covered under Section I - Property is excluded.

(1) Customer Goods Legal Liability

Provides property damage to customer's property while at the described premises, but only to the extent that the insured is legally liable for such property damage. The \$50,000 included limit per location can be increased.

(2) Sale and Disposal Liability

Provides coverage for acts or omissions by the insured arising from the sale, removal or disposition of customer's property or Lock-Out of the customer's space as a result of business operations. The \$25,000 included limit can be increased.

c. Premium

(1) Included Coverage and Limits

Charge a premium of \$100 per self-storage location.

(2) Optional Higher Limits

Refer to the rates to determine the additional premium for higher limits options.

Rate	
The additional rate (per \$1,000) for Customers Goods Legal Liability Coverage Optional Higher Limits	1.00

Customers Goods Legal Liability Optional Higher Limits Premium Determination

Rate	
The additional rate (per \$1,000) for Sale and Disposal Liability Coverage Optional Higher Limits	\$2.50

Sale and Disposal Liability Optional Higher Limits Premium Determination

Preferred Self-Storage Facilities Program (Cont'd)

3. Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value:

Roof age must meet the following age requirement in order for this endorsement to be added with the premium reduction: Asphalt shingle roofs $\geq$ 10 years; Metal roofs $\geq$ 20 years.

a. Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement

(1) Description Of Coverage

This endorsement changes the Loss Payment Property Loss Condition to provide that loss or damage to roof surfacing caused by windstorm or hail will be settled on an actual cash value basis rather than a replacement cost basis.

(2) Endorsement

Use Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement Endorsement **BP 14 04**.

(3) Premium Determination

Determine the reduced premium by multiplying the Building rate determined in Rule **23.C.6.a.(2)(c)(viii)** by the applicable factor shown in the table below.

Factor
.20

Self-Storage - Windstorm Or Hail Losses To Roof Surfacing - Actual Cash Value Loss Settlement

- 4. a.** Rate the Buildings and Business Personal Property according to the ISO Rule **23.C. Premium Determination**.
- b.** Rate Liability according to ISO Rule **23.C. Premium Determination**.
- c.** The following rate number relativities are added to Table **23.C.1.b.(RF)**:

Property Rate Number	Classification	Factor
39	Preferred Self-Storage	1.28

- d.** The following sprinkler factors are added to Table **23.C.5.(RF)**:

Property Rate Number	Classification	Factor
39	Preferred Self-Storage	.80

E. Fabricare Program

The following Fabricare rules apply in addition to any ISO and/or Company Businessowners rules when the Laundry and Dry Cleaning Classifications are used. The Fabricare Endorsement and coverages are only available for applicant-occupied risks.

1. In addition to the Businessowners Platinum Plus Endorsement **BO 00 57** that is attached to the policy, attach the Fabricare Endorsement **BO 00 66**. This Endorsement extends false pretense coverage up to \$5,000, limits money and securities for money operated devices to \$100 per device and \$1,000 per occurrence, extends property damage liability to apply to damage to property of others while in the insured's care, custody or control up to \$5,000 per occurrence/\$10,000 aggregate, and excludes property damage liability arising out of self-service laundry, dry cleaner, and coin-operated machine operations. Additionally, Ordinance Or Law Coverage Endorsement **BO 00 01** will also be attached to the policy to provide coverage for 50% of the building limit for Coverage 1, 2 and 3.

The additional premium for the Fabricare Endorsement and Ordinance Or Law Coverage is 5% of the property premium.

2. Premium Determination

- a. Rate the Buildings and Business Personal Property according to ISO Rule **23.C.** Premium Determination.
- b. Rate Liability according to ISO Rule **23.C.** Premium Determination.
- c. The following rate number relativities are added to Table **23.C.1.b.(RF)**:

Property Rate Number	Classifications	Factor
40	Dry Cleaners/ Laundromats	1.013
41	Dry Cleaners	2.364

- d. The following sprinkler factors are added to Table **23.C.5.(RF)**:

Property Rate Number	Classifications	Factor
40	Dry Cleaners/ Laundromats	.80
41	Dry Cleaners	.70

- e. The following liability class group relativities (occupant) are added to Table **23.C.6.b.(2)(b)(i)#1(RF)**:

Liability Rate Number	Classifications	Factor
48	Dry Cleaners/ Laundromats	1.183
49	Dry Cleaners	3.072

- f. The following liability class group relativities (lessor) are added to Table **23.C.6.b.(2)(b)(i)#4(RF)**:

Liability Rate Number	Classifications	Factor
48	Dry Cleaners/ Laundromats	1.615
49	Dry Cleaners	2.406

Fabricare Program (Cont'd)

3. Bailee Customers Floater Coverage Endorsement

Bailee Customers Floater Coverage **BO 00 63**. This Optional endorsement may be used to provide unlimited coverage for Processing Locations and/or Storage Locations. Property In Transit is automatically included for a limit of \$50,000. The applicable deductible is the policy deductible and is listed on the Schedule Of Coverages - Bailee Customers Floater **BO 00 64**.

The rate for the Bailee Customers Endorsement is \$.50 per \$1,000 gross receipts per location. The rate to increase the Property In Transit limit over \$50,000 is \$5.00 per \$1,000 of coverage.

When the Bailee Customers Endorsement is attached to the policy, the optional Fur Garment Endorsement **BO 00 65** can be added subject to a rate of \$.55 per \$100 of coverage per location.

- 4.** Apply a 10% discount when the insured is a member of the Ohio Cleaners Association. Discount will apply to all premium with the exception of the Fabricare Endorsement, Platinum Plus Endorsement and the Bailee Customers Endorsement.

F. Restaurant Program

The following Restaurant rules apply in addition to any ISO and/or Company Businessowners rules if Restaurant classifications are used.

1. In addition to the Businessowners Plus Endorsement **BO 00 02** or Businessowners Platinum Plus Endorsement **BO 00 57** that is attached to the policy; the Restaurant - Extension Endorsement **BO 00 76** is also attached.

The endorsements described below modify the coverage available for Restaurants insureds on the Businessowners Coverage Form. All of the endorsements are optional; however, Restaurants - Extension Endorsement **BO 00 76** must be attached. When Endorsement **BO 00 76** is attached to the policy, do not attach either Spoilage Coverage - Contamination And/Or Power Outage **BO 00 56** or Food Contamination Endorsement **BP 04 31**.

a. Endorsements

(1) Restaurant - Extension Endorsement BO 00 76

(a) Coverages

This endorsement modifies the Businessowners Coverage Form **BP 00 03** under:

(i) Section I - Property to provide either new or enhanced coverage for:

- brands and labels;
- food contamination including business income - \$10,000;
- loss of keys - \$1,000;
- ordinance or law equipment coverage;
- spoilage-contamination and power outage - \$10,000; and
- employee, dishonesty coverage to include coverage for theft of customers' property by an identified employee.

(ii) Section II - Liability to:

- (a)** Provide coverage for errors and omissions in the delivery of items sold by the restaurant; and
- (b)** Provide coverage for costs associated with merchandise withdrawal, including notifications, overtime, transportation, storage space and/or disposal.

(b) Optional Limits

The limit of insurance for the following coverages may be increased:

(i) Food Contamination

The \$10,000 limit of insurance for business income expenses incurred as a result of the insured's business at described premises being ordered closed by the Board of Health or another governmental authority may be increased. The \$3,000 limit of insurance for additional advertising expense may also be increased.

(ii) Spoilage-Contamination and Power Outage

The \$10,000 per occurrence limit of insurance for loss resulting from spoilage-contamination and power outage may be increased. Spoilage coverage due to mechanical breakdown is automatically provided under the Equipment Breakdown Enhancement Endorsement at a limit of \$100,000.

Restaurant Program (Cont'd)

(c) Endorsement

Use Endorsement **BO 00 76**.

(d) Premium Determination

- (i) For each location where coverage applies, charge a premium of \$75 for Endorsement **BO 00 76**.
- (ii) If the Employee Dishonesty Optional Coverage is provided at an increased limit, multiply the premium determined for that coverage in Rule **28.A.8.b.(5)** by a factor of **1.10** to develop the total premium for Employee Dishonesty Coverage including theft of customers' property.
- (iii) For each location where an optional increased limit of food contamination coverage or advertising expense applies, refer to Rules **29.A.11.e.(1)** and **29.A.11.e.(2)** to determine the additional premium.
- (iv) For each location where an optional increased limit of spoilage-contamination and power outage coverage applies, refer to Rule **29.A.21.d.(2)** to determine the additional premium.

(2) Restaurants - Loss Or Damage To Customers' Autos (Legal Liability Coverage)

(a) Coverage

Coverage is available for loss or damage to customers' and invitees' autos in the care, custody or control of the insured while at the described premises. Losses are payable only for the account of the owner of the auto. Coverage applies only for the insured's legal liability for the loss or damage.

(b) Endorsement

Use Restaurants - Loss Or Damage To Customers' Autos (Legal Liability Coverage) Endorsement **BP 07 79**.

(c) Deductibles

This coverage is subject to a deductible of \$250 for each customer's auto for loss caused by theft or mischief or vandalism, subject to a maximum deductible of \$500 for all loss in any one event, and a \$500 deductible for each customer's auto for loss caused by collision. Optional deductibles are available. The deductible applies per location; however, the deductible amount selected for the insured's primary premises is the deductible amount that applies to any additional premises for which Loss Or Damage To Customers' Autos coverage is provided.

(d) Premium Determination

- (i) Determine the applicable limit of insurance for each location where coverage applies.

Restaurant Program (Cont'd)

- (ii) Refer to the rates table below to determine the premium for the total limits of insurance covered under the policy for all locations.

\$250 Other Than Collision/\$500 Collision Deductible	
Maximum Limit of Liability	Premium
\$ 6,000	\$ 86
7,500	96
9,000	113
12,000	141
15,000	165
18,000	193
22,500	225
30,000	287
37,500	336
45,000	381
60,000	473
75,000	565
90,000	646
120,000	805
150,000	952
180,000	1,098
225,000	1,318
300,000	1,669
375,000	2,024
450,000	2,371
600,000	3,047
750,000	3,706
900,000	4,338
1,200,000	5,528
1,500,000	6,617
2,000,000	7,511
2,500,000	8,183
Over 2,500,000	3.27 per 1,000

- (iii) Select the desired deductible, then multiply the premium determined in Paragraph (2) by the appropriate factor below to determine the final premium.

Deductible			Factor
Other Than Collision		Collision	
Each Auto	Any One Event		
\$ 250	\$ 500	\$ 500	1.00
250	1,000	500	.96
500	2,500	500	.86
500	2,500	1,000	.76
1,000	5,000	1,000	.68

Restaurant Program (Cont'd)

2. Program Eligibility

All restaurant risks must meet the following criteria:

- Buildings must have been built in the last 40 years to qualify for the program.
- Buildings older than 25 years must have been inspected for electrical, heating, plumbing and roofing within the past 10 years and updated as necessary.
- The restaurant must be in operation for three years or more at the same location under the same trade name and ownership.
- Sales must not exceed \$6,000,000 total gross sales per location.
- Risk must exhibit favorable loss history and financial stability. Properties must be modern and well maintained.
- No live entertainment, other than incidental background music. No dancing.
- No boat docks or water rights.

a. Limited Cooking Restaurants Eligibility

(1) Definition

Limited cooking restaurants are those where foods are prepared cold or cooked using appliances which do not emit smoke or grease-laden vapors that require an exhaust system (for example, electric sandwich grills, toasters, warming ovens, roller warmers, infrared snack warmers, microwave ovens, domestic ranges, domestic ovens and pizza ovens).

No grilling, open broiling, deep fat frying, roasting, barbecuing, solid fuel cooking (for example, mesquite, charcoal or hardwood) or other processes capable of producing grease-laden vapors requiring an exhaust system are permitted.

(2) Additional Eligibility Requirements

Limited cooking restaurants are subject to the following additional eligibility requirements:

- (a) No more than 7,500 square feet in total floor area;
- (b) Seating capacity no greater than 75;
- (c) With or without table service;
- (d) Sales of beer or wine only. Sales of beer and wine no greater than 25% of total sales. No other liquor sales;
- (e) No bar or cocktail lounge;
- (f) Catering service (that is, service involving serving food away from the insured's premises) must not exceed 10% of total sales; and
- (g) No seasonal operations (risks that are closed for more than 30 consecutive days).

b. Fast Food Restaurants

(1) Definition

Fast food restaurants may include limited cooking type appliances and only the following cooking processes capable of producing grease-laden vapors requiring an exhaust system: grilling, enclosed broiling, deep fat frying, roasting or barbecuing. Open broiling and solid fuel cooking (for example, mesquite, charcoal or hardwood) are not permitted.

Restaurant Program (Cont'd)

(2) Additional Eligibility Requirements

Fast food restaurants are subject to the following additional eligibility requirements:

- (a) Located in Fire Protection Class 1-8. Protection class 9 risks are not eligible;
- (b) No more than 7,500 square feet in total floor area;
- (c) Seating capacity no greater than 150;
- (d) No table service;
- (e) No Restaurants with playground equipment;
- (f) Sales of beer or wine only. Sales of beer and wine no greater than 25% of total sales. No other liquor sales;
- (g) No bar or cocktail lounge;
- (h) Catering (that is, service involving serving of food away from the insured's premises) must not exceed 10% of total sales;
- (i) No seasonal operations (risks that are closed for more than 30 consecutive days); and
- (j) Installation and maintenance of an automatic extinguishing system for cooking equipment equivalent to that which is recommended by NFPA Standard #96.

(3) National Fire Protection Association Standard For Ventilation Control And Fire Protection Of Commercial Cooking Operations (NFPA Standard #96)

NFPA Standard #96 includes the following:

- (a) An automatic extinguishing system covering hoods, ducts and all surfaces of grills, ranges, deep fat fryers and broilers.
- (b) A contract for semi-annual inspection and maintenance for the extinguishing system, hood and ducts.
- (c) A manual release in the path of exit from the cooking area.
- (d) Temperature settings of systems with detectors above the filters or temperature settings of systems with detectors below the filters set at specified levels.
- (e) Portable fire extinguishers of the type described in NFPA Standard #96, and compatible with the extinguishing agent of the hood and duct fire protection system, must be available in the kitchen.
- (f) All deep fat fryers must be equipped with separate high limit controls to shut off fuel when the temperature reaches the level described in NFPA Standard #96.
- (g) A minimum clearance between the hood and duct and combustible construction as described in NFPA Standard #96.

c. Casual Dining Restaurants

(1) Definition

Casual dining restaurants serve moderately priced food in a casual atmosphere to patrons who generally order and are served while seated and pay after eating. Take-out service and the use of a buffet may also be available. These restaurants may serve no alcoholic beverages; serve beer and wine only; or serve beer, wine and liquor.

Restaurant Program (Cont'd)

(2) Additional Eligibility Requirements

Casual dining restaurants are subject to the following additional eligibility requirements:

- (a) Located in Fire Protection Class 1-8. Protection class 9 risks are not eligible;
- (b) No more than 10,000 square feet in total floor area;
- (c) Seating capacity no greater than 200;
- (d) Sales of beer, wine or liquor no greater than 40% of total sales;
- (e) Catering (that is, service involving serving of food away from the insured's premises) must not exceed 10% of total sales;
- (f) No seasonal operations (risks that are closed for more than 30 consecutive days);
- (g) Installation and maintenance of an automatic extinguishing system for cooking equipment equivalent to that which is recommended by NFPA Standard #96, as described in Paragraph **C.(3)**;
- (h) No dancing permitted;
- (i) No live entertainment (including karaoke) other than incidental music, such as piano playing, provided by the establishment;
- (j) No "happy hours" or similar promotions; and
- (k) No bar operations during hours when full table service is not also available. Bar operations for the sole purpose of consuming alcoholic beverages are not permitted.

d. Eligible Classifications

- (1) Any restaurant described in Rule **F. 2.** above and listed in the Businessowners Classification Table is eligible for the Restaurants endorsements.
- (2) Any of the classifications referenced in this rule are eligible even if they also engage in any other types of operations for which an additional classification in the Businessowners Classification Table is required.

3. Premium Determination

a. Building And Business Personal Property Coverage Rate Determination

Rate Buildings and Business Personal Property according to the Rules under **23.C.** Premium Determination.

b. Liability and Medical Expense Coverage Rate Determination

Rate Liability according to the Rules under **23.C.** Premium Determination.

VI. DEVIATIONS TO ISO ADDITIONAL RULES

- A.** Under additional Rule **A.1. Stop Gap-Employers Liability Coverage**, Item **C.** is replaced by the following:

a. Premium Determination

The premium for this endorsement is calculated as follows:

	\$300,000	\$500,000	\$1,000,000
Contractors - Each Full-Time	\$13	\$14	\$ 17
Contractors - Each Part-Time	\$ 5	\$ 6	\$ 7
Contractors - Minimum Premium	\$85	\$90	\$130
All Other Classes - Flat Charge	\$85	\$90	\$130

- B.** Under Additional Rule **A.2. Terrorism**, the following revises **Terrorism Version TEX516 (OHIO)**:

1. Under Paragraph **C.2., Premium Determination**, Table **C.2.a.**, applicable to Building And Business Personal Property Certified Acts Of Terrorism Coverage is replaced by the following:

Building And Business Personal Property Certified Acts Of Terrorism Coverage

Rate	
Building	Business Personal Property
.005	.005

Table C.2.a. Building And Business Personal Property Certified Acts of Terrorism Coverage Rates - Ohio

2. Under Paragraph **C.2., Premium Determination**, Table **C.2.b.** applicable to Liability and Medical Expenses Certified Acts of Terrorism Coverage is replaced by the following:

Liability And Medical Expenses Certified Acts Of Terrorism Coverage

Factors		
Church And Contractor	Auto Service	All Other
.018	.010	.009

Table C.2.b. Liability And Medical Expenses Certified Acts Of Terrorism Coverage Factors

DEVIATIONS TO ISO ADDITIONAL RULES (Cont'd)

3. Paragraph **D.2. Prorating New and Renewal Policies** is deleted and replaced by the following:

D.2. Prorating New and Renewal Policies

Use the company rate or factor for the Program Year in which the policy becomes effective or renews each year. For example, for a policy with an annual policy term beginning 4/1/2003, the company rate or factor would be 100% of Program Year 1 company rate or factor.

VII. TRANSITION PROGRAM FOR PREMIUM CHANGES RESULTING FROM REVISED RATING PROCEDURES FOR BUSINESSOWNERS PROGRAM

- A.** This transition rule applies to policies being renewed with the ISO 07/2013 Businessowners Program, which were previously on the ISO 01/2006 Businessowners Program. It is to be used for the determination of premiums for policies written on an annual basis.
1. The company premium for the first annual renewal shall be not more than 25% higher or 20% lower than the company premium which applied at the last anniversary date.
 2. The company premium for the second annual renewal shall be not more than 25% higher or 20% lower than the company premium developed under Paragraph **A.1.**
 3. The company premium for the third annual renewal shall be not more than 25% higher or 20% lower than the company premium developed under Paragraph **A.2.**
- B.** Premium changes produced by the following are not subject to the capping procedure provided in Paragraph **A.** of this rule:
1. Changes in limits of insurance;
 2. Changes in deductibles;
 3. Addition or deletion of optional coverages (insuring agreements or endorsements);
 4. Changes in loss experience if the risk is experience rated;
 5. Increase or decrease in the number of employees or locations.
- C.** The Minimum Premium rule does not apply to the capping procedure provided in Paragraph **A.** of this rule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GROCERY AND CONVENIENCE STORE - EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The following are added to Paragraph A.5. Additional Coverages of Section I - Property:

1. Credit Card And Fund Transfer Card Invoices

- a. We will pay up to \$5,000 for your loss of Credit Card and Fund Transfer Card Invoices resulting from a Covered Cause of Loss. This includes all shipments of these invoices, provided such shipments are:

- (1) Recorded on your records prior to shipment; and
- (2) Available to our authorized representative at all reasonable times.

- b. This additional coverage does not apply to loss caused by or resulting from:

- (1) Any dishonest act committed by your employees or persons to whom property is entrusted;
- (2) Damage to unattended property in or on any motor vehicle other than a public conveyance, unless there is forcible entry into the closed and locked vehicle. There must be visible marks of forcible entry; or
- (3) Theft of a vehicle that is not recovered within 30 days.

2. Inventory And Appraisal Expense

- a. We will pay up to \$1,000 for reasonable expenses, for the taking of inventory and appraisals, incurred by you at our request to assist us in the determination of the amount of a covered loss.
- b. We will not pay for any expense incurred under Item 2. Appraisal of Paragraph E. Property Loss Conditions or any public adjuster fees.

3. Loss of Keys

- a. We will pay for the cost to replace locks and keys at the described premises due to lost keys for other than theft.

- b. The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$1,000.

- c. A per occurrence deductible of \$100 will apply.

4. Spoilage Coverage - Contamination And Power Outage

- a. We will pay for the loss of "perishable stock" caused by:

- (1) Contamination by a refrigerant; and
- (2) Power outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

- b. The most we will pay for loss under this Additional Coverage is \$10,000 unless a different Limit Of Insurance for spoilage coverage is shown in the Declarations.

- c. The value of the "perishable stock" will be the selling price, as if no loss or damage had occurred, less discounts and expenses you otherwise would have had.

- d. This Additional Coverage does not apply if the spoilage results from:

- (1) Earth movement;
- (2) Governmental action;
- (3) Nuclear hazard;
- (4) War and military action;
- (5) Water;
- (6) The disconnection of any refrigerating, cooling or humidity control system from the source of power;
- (7) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;

- (8) The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (a) Lack of fuel; or
 - (b) Governmental order;
 - (9) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; and
 - (10) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
- e. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of that deductible, up to the applicable Limit Of Insurance. No other deductible in this policy applies to the coverage provided by this Additional Coverage.
- f. You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us within 10 days, the spoilage coverage provided by this Additional Coverage will be automatically suspended at the involved location.

However, coverage provided by this Additional Coverage is restored upon:

- (1) Reinstatement of the applicable refrigeration maintenance or service agreement; or
- (2) Procurement of a replacement refrigeration maintenance or service agreement.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the insured location, and the servicing and repair of the equipment, including emergency response at the insured location.

5. Food Contamination

- a. If your business at the described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination", we will pay:
 - (1) Your expense to clean your equipment as required by the Board of Health or any other governmental authority;

- (2) Your expense to replace food which is, or is suspected to be, contaminated;
 - (3) Your expense to provide necessary medical tests or vaccinations for your employees (including temporary or leased employees) who are potentially infected by the "food contamination". However, we will not pay for any expense that is otherwise covered under a Workers' Compensation policy;
 - (4) The loss of Business Income you sustain due to the necessary suspension of your "operations". The coverage for Business Income will begin 24 hours after you receive notice of closing from the Board of Health or any other governmental authority; and
 - (5) Additional advertising expenses you incur to restore your reputation.
- b. The definition of Business Income in the Business Income Additional Coverage also applies to this Food Contamination Additional Coverage.
 - c. The most we will pay for all loss in any one occurrence under Paragraphs **a.(1)** through **a.(4)**, including Business Income, is \$10,000, unless a higher Food Contamination Limit Of Insurance is indicated in the Declarations. The most we will pay for all loss in any one occurrence under Paragraph **a.(5)** is \$3,000, unless a higher Additional Advertising Expenses Limit Of Insurance is indicated in the Declarations.
 - d. We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination" at the described premises.
 - e. With respect to the coverage provided under this Paragraph **5.**, Exclusion **B.1.j.** Virus Or Bacteria in **Section I - Property** does not apply.

B. For coverage provided under this endorsement, the following definitions are added to Paragraph **H. Property Definitions** of **Section I - Property**:

- 1. "Food contamination" means an outbreak of food poisoning or food-related illness of one or more persons arising out of:
 - a. Tainted food you distributed or purchased;

- b.** Food which has been improperly processed, stored, handled or prepared in the course of your business operations; or
 - c.** Food which has been contaminated by virus or bacteria transmitted through one or more of your employees, including temporary or leased employees.
- 2.** "Perishable stock" means property:
 - a.** Maintained under controlled temperature or humidity conditions for its preservation; and
 - b.** Susceptible to loss or damage if the controlled temperature or humidity conditions change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESTAURANT - EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The following are added to Paragraph A.5. Additional Coverages of Section I - Property:

a. Brands And Labels

(1) If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:

(a) Stamp the word salvage on the merchandise or its containers, if the stamp will not physically damage the merchandise; or

(b) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

(2) We will pay reasonable costs you incur to perform the activity described in Paragraph (a) or (b) above. But the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.

b. Ordinance Or Law - Equipment Coverage

(1) Subject to Paragraph (2), if a Covered Cause of Loss occurs to equipment that is Covered Property, we will pay to repair or replace the equipment as required by law.

(2) If a Covered Cause of Loss occurs to refrigeration equipment that is Covered Property, we will pay:

(a) The cost to reclaim the refrigerant as required by law;

(b) The cost to retrofit the equipment to use a non-CFC refrigerant as required by the Clean Air Act of 1990, and any amendments thereto or any other similar laws; and

(c) The increased cost to recharge the system with a non-CFC refrigerant.

(3) The terms of this coverage apply separately to each piece of covered equipment.

(4) We will not pay under this Additional Coverage for the costs associated with the enforcement of or compliance with any 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", "fungi", wet rot or dry rot.

(5) Loss to the equipment will be determined as follows:

(a) If the equipment is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

(i) The amount you actually spend to repair the equipment, but not for more than the amount it would cost to replace the equipment with equipment of the same kind and quality; or

(ii) The Limit Of Insurance shown in the Declarations as applicable to the covered Building or Business Personal Property.

(b) If the equipment is not repaired or replaced, we will not pay more than the lesser of:

(i) The actual cash value of the equipment at the time of loss; or

(ii) The Limit Of Insurance shown in the Declarations as applicable to the Building or Business Personal Property.

(c) We will not pay for loss due to any ordinance or law that:

(i) You were required to comply with before the loss, even if the equipment was undamaged; and

(ii) You failed to comply with.

c. Loss of Keys

- (1) We will pay for the cost to replace locks and keys at the described premises due to lost keys for other than theft.
- (2) The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$1,000.
- (3) A per occurrence deductible of \$100 will apply.

d. Spoilage Coverage - Contamination And Power Outage

- (1) We will pay for the loss of "perishable stock" caused by:
 - (a) Contamination by a refrigerant; and
 - (b) Power outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.
- (2) The most we will pay for loss under this Additional Coverage is \$10,000 unless a different Limit Of Insurance for spoilage coverage is shown in the Declarations.
- (3) The value of the "perishable stock" will be the selling price, as if no loss or damage had occurred, less discounts and expenses you otherwise would have had.
- (4) This Additional Coverage does not apply if the spoilage results from:
 - (a) Earth movement;
 - (b) Governmental action;
 - (c) Nuclear hazard;
 - (d) War and military action;
 - (e) Water;
 - (f) The disconnection of any refrigerating, cooling or humidity control system from the source of power;
 - (g) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
 - (h) The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (i) Lack of fuel; or
 - (ii) Governmental order;
 - (i) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; and

- (j) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

- (5) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of that deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this Additional Coverage.

- (6) You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us within 10 days, the spoilage coverage provided by this Additional Coverage will be automatically suspended at the involved location.

However, coverage provided by this Additional Coverage is restored upon:

- (a) Reinstatement of the applicable refrigeration maintenance or service agreement; or
- (b) Procurement of a replacement refrigeration maintenance or service agreement.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the insured location, and the servicing and repair of the equipment, including emergency response at the insured location.

e. Food Contamination

- (1) If your business at the described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination", we will pay:
 - (a) Your expense to clean your equipment as required by the Board of Health or any other governmental authority;
 - (b) Your expense to replace food which is, or is suspected to be, contaminated;
 - (c) Your expense to provide necessary medical tests or vaccinations for your employees (including temporary or leased employees) who are potentially infected by the "food contamination". However, we will not

pay for any expense that is otherwise covered under a Workers' Compensation policy;

- (d) The loss of Business Income you sustain due to the necessary suspension of your "operations". The coverage for Business Income will begin 24 hours after you receive notice of closing from the Board of Health or any other governmental authority; and

- (e) Additional advertising expenses you incur to restore your reputation.

- (2) The definition of Business Income in the Business Income Additional Coverage also applies to this Food Contamination Additional Coverage.

- (3) The most we will pay for all loss in any one occurrence under Paragraphs (1)(a) through (1)(d), including Business Income, is \$10,000, unless a higher Food Contamination Limit Of Insurance is indicated in the Declarations.

The most we will pay for all loss in any one occurrence under Paragraph (1)(e) is \$3,000, unless a higher Additional Advertising Expenses Limit Of Insurance is indicated in the Declarations.

- (4) We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination" at the described premises.

- (5) With respect to the coverage provided under this Paragraph e., Exclusion B.1.j. Virus Or Bacteria in **Section I - Property** does not apply.

- B. If the Employee Dishonesty Optional Coverage is shown as an applicable coverage in the Declarations, the following is added to Paragraph 3. **Employee Dishonesty** of Paragraph G. **Optional Coverages of Section I - Property** and is subject to the provisions of that paragraph:

We will also pay for loss of or damage to "money", "securities" and "other property" sustained by your customer resulting directly from theft committed by an identified employee, acting alone or in collusion with other persons.

The property covered under this coverage is limited to property:

- a. That your customer owns or leases; or
- b. That your customer holds for others.

Coverage applies only while the property is in a covered Building at the premises described in the Declarations.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your customer. Any claim for loss that is covered under this coverage must be presented by you.

- C. For coverage provided under this endorsement, the following definitions are added to Paragraph H. **Property Definitions of Section I - Property:**

1. "Food contamination" means an outbreak of food poisoning or food-related illness of one or more persons arising out of:

- a. Tainted food you distributed or purchased;
- b. Food which has been improperly processed, stored, handled or prepared in the course of your business operations; or
- c. Food which has been contaminated by virus or bacteria transmitted through one or more of your employees, including temporary or leased employees.

2. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property specifically excluded under this policy.

3. "Perishable stock" means property:

- a. Maintained under controlled temperature or humidity conditions for its preservation; and
- b. Susceptible to loss or damage if the controlled temperature or humidity conditions change.

- D. The following are added to Paragraph A. **Coverages of Section II - Liability:**

1. **Delivery Errors And Omissions Coverage**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a failure to deliver or a misdelivery of items you hold for sale by you, any of your "employees" or by a concessionaire trading under your name. 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 delivery errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any misdelivery or failure to deliver and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph 1.e. below;
 - (2) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit Of Insurance for this coverage; and
 - (3) 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 this Delivery Errors And Omissions Coverage.
- b. This coverage applies only to errors in deliveries that take place or omissions of such deliveries that should have taken place in the "coverage territory" and during the policy period.
- c. This coverage does not apply to:
- (1) Intentional error or intentional misdelivery or failure to deliver "your product".
 - (2) "Bodily injury", "property damage" or "personal and advertising injury".
 - (3) Discrimination based on a customer's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.
- d. The Supplementary Payments provision applicable to the Bodily Injury, Property Damage, and Personal And Advertising Injury Liability Coverages also applies to this Delivery Errors And Omissions Coverage.
- e. The most we will pay for the sum of all damages under this coverage because of all failures or misdeliveries is \$10,000 in any annual period starting with the beginning of the policy period shown in the Declarations. This limit applies separately to each premises described in the Declarations.
- f. The following replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition under Paragraph E. **Liability And Medical Expenses General Conditions of Section II - Liability** for the **Delivery Errors Or Omissions Coverage**:

Duties In The Event Of A Delivery Error Or Omission

- (1) You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
 - (a) How, when and where the error or omission took place; and
 - (b) The name(s) and address(es) of the affected customer(s).
- (2) If a claim is made or "suit" is brought against any insured, you must:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) 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.
- (3) You and any other involved insured must:
 - (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (b) Authorize us to obtain records and other information;
 - (c) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
 - (d) 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 error or omission to which this insurance may apply.
- (4) No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

2. Merchandise Withdrawal Expenses Coverage

- a. We will reimburse you for "merchandise withdrawal expenses" incurred because of "merchandise withdrawal" to which this insurance applies.

- b. This insurance applies to a "merchandise withdrawal" only if the "merchandise withdrawal" is initiated in the "coverage territory" during the policy period because:
 - (1) You determine that the "merchandise withdrawal" is necessary; or
 - (2) An authorized government entity has ordered you to conduct a "merchandise withdrawal".
- c. The initiation of a "merchandise withdrawal" will be deemed to have been made only at the earliest of the following times:
 - (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "merchandise withdrawal". This applies regardless of whether the determination to conduct a "merchandise withdrawal" is made by you or is requested by a third party; or
 - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "merchandise withdrawal".
- d. "Merchandise withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "merchandise withdrawal".
- e. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit Of Insurance for this coverage.
- f. This insurance does not apply to "merchandise withdrawal expense" arising out of:
 - (1) Any "merchandise withdrawal" initiated due to:
 - (a) The failure of "your product" to accomplish its intended purpose, including any breach of warranty of any kind, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury".
 - (b) Copyright, patent, trade secret, trade dress or trademark infringement.
 - (c) Transformation of a chemical nature, deterioration, or decomposition of "your product". This exclusion does not apply if it is caused by:
 - (i) An error in manufacturing, design, or processing;
 - (ii) Transportation of "your product"; or
 - (iii) "Merchandise tampering".
 - (d) Expiration of the designated shelf life of "your product"; or
- g. The most we will reimburse you for the sum of all "merchandise withdrawal expenses" incurred for all "merchandise withdrawals" initiated during the policy period is \$25,000.
- h. The following replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition under Paragraph **E. Liability And Medical Expenses General Conditions of Section II - Liability** for the **Merchandise Withdrawal Expenses Coverage**:
 - (2) A "defect" in "your product" known to exist by you or your "executive officers", prior to the date this endorsement was first issued to you or prior to the time "your product" leaves your control or possession;
 - (3) Recall of any specific product for which "bodily injury" or "property damage" is excluded under Paragraph **A. Coverages of Section II - Liability** by endorsement;
 - (4) Recall when "your product" or a component contained within "your product" has been:
 - (a) Banned from the market by an authorized government entity prior to the policy period; or
 - (b) Distributed or sold by you subsequent to any governmental ban;
 - (5) The defense of a claim or "suit" against you for liability arising out of a "merchandise withdrawal"; or
 - (6) The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

Duties In The Event Of A Defect Or A Merchandise Withdrawal

(1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product" or any governmental investigation, that may result in a "merchandise withdrawal". To the extent possible, notice should include:

- (a) How, when and where the "defect" was discovered;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

(2) If a "merchandise withdrawal" is initiated, you must:

- (a) Immediately record the specifics of the "merchandise withdrawal" and the date it was initiated; and
- (b) Notify us as soon as practicable.

You must see to it that we receive written notice of the "merchandise withdrawal" as soon as practicable.

(3) You must promptly take all reasonable steps to mitigate the expenses associated with a "merchandise withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "merchandise withdrawal expenses".

(4) You and any other involved insured must:

- (a) Immediately send us copies of pertinent correspondence received in connection with the "merchandise withdrawal";
- (b) Authorize us to obtain records and other information; and
- (c) Cooperate with us in our investigation of the "merchandise withdrawal".

E. For coverage provided under this endorsement, the following are added to Paragraph **F. Liability And Medical Expenses Definitions of Section II - Liability:**

1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
2. "Merchandise tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury".

When "merchandise tampering" is known, suspected or threatened, a "merchandise withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.
3. "Merchandise withdrawal" means the recall or withdrawal:
 - a. From the market; or
 - b. From use by any other person or organization;of "your products" or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury".
4. "Merchandise withdrawal expenses" means those reasonable and necessary extra expenses listed below, paid and directly related to a "merchandise withdrawal":
 - a. Costs of notification;
 - b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - c. Costs of overtime paid to your regular nonsalaried employees and costs incurred by your employees including costs of transportation and accommodations;
 - d. Costs of computer time;
 - e. Costs of hiring independent contractors and other temporary employees;
 - f. Costs of transportation, shipping or packaging;
 - g. Costs of warehouse or storage space; or
 - h. Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your cost to produce the products.
5. "Profit" means the positive gain from business operations after subtracting for all expenses.

F. With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed in conjunction with the conduct of your restaurant operation, when conducted by you or on your behalf, Paragraph **a.** of the definition of "products-completed operations hazard" in Paragraph **F.** **Liability And Medical Expenses Definitions** of **Section II - Liability** is replaced by the following:

a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Insured Person or Position	Personal Property Limit Of Liability	Deductible	Annual Premium
1.			
2.			
3.			
4.			

AGREEMENT:

We will provide the insurance described in this endorsement in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS:

In this endorsement, "you" and "your" refer to the insured person or person filling the position shown in the above Schedule and such person's spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:

- a. Liability for "bodily injury" or "property damage" arising out of the:

- (1) Ownership of such vehicle or craft by an "insured";
- (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3) Entrustment of such vehicle or craft by an "insured" to any person;
- (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or

- (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

- b. For the purpose of this definition:

- (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;

- (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;

- (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and

- (4) Motor vehicle means a "motor vehicle" as defined in Paragraph **6.** below.

2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "Business" includes trade, profession or occupation other than the business activities associated with the business of the Named Insured.

4. "Fungi"

- a. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

- b. Under Part II of this endorsement, this does not include any fungi that are, are on, or are contained in a good or product intended for consumption.
5. "Insured" means:
- a. You and residents of your household who are:
 - (1) Your relatives; or
 - (2) Other persons under the age of 21 and in the care of any person named above;
 - b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1) 24 and your relative; or
 - (2) 21 and in your care or the care of a person described in a.(1) above; or
 - c. Under Part II of this endorsement:
 - (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 5.a. or 5.b. above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
 - (2) With respect to any "motor vehicle" to which this policy applies:
 - (a) Persons while engaged in your employ or that of any person included in 5.a. or 5.b. above; or
 - (b) Other persons using the "motor vehicle" on a "residence premises" with your consent.
6. "Motor vehicle" means:
- a. A self-propelled land or amphibious vehicle; or
 - b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.
7. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
- a. "Bodily injury"; or
 - b. "Property damage".
8. "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. Pollutants include but are not limited to substances that are generally recognized in industry or government to be harmful or toxic to persons, property or the environment.
9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
10. "Residence premises" means:
- a. The one family dwelling, other structures and grounds where you reside; or
 - b. The two, three, or four family dwelling where you reside in at least one of the family units; or
 - c. That part of any other building where you reside.
- "Residence premises" also includes other structures and grounds at the location.
11. "Residence employee" means an employee of an "insured", or any employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services. However, a "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.
12. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" 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.

PART I - PERSONAL PROPERTY COVERAGES:

Section I - Property is amended to provide coverage for the personal property of the insured person or person filling the position shown in the Schedule of this endorsement as follows:

A. COVERAGE.

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

1. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
2. A guest or "residence employee" while the property is in any residence occupied by an "insured".

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the applicable Personal Property Limit Of Liability shown in the Schedule of this endorsement, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

1. Moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
2. In a newly acquired principal residence for 30 days from the time you begin to move the property there.

B. ADDITIONAL COVERAGES.

1. **Debris Removal.** We will pay your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

We will also pay your reasonable expenses, up to \$1,000, for the removal from the "residence premises" of:

- a. Your tree(s) felled by the peril of Windstorm or Hail, or Weight of Ice, Snow or Sleet; or
- b. A neighbor's tree(s) felled by a Peril Insured Against;
provided the tree(s):
- c. Damage(s) a covered structure; or
- d. Does not damage a covered structure, but:

- (1) Block(s) a driveway on the "residence premises" which prevent(s) a "motor vehicle" that is registered for use on public roads or property, from entering or leaving the "residence premises"; or

- (2) Blocks a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1,000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

2. **Reasonable Repairs.** In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this endorsement and the damage to that property is caused by an applicable Peril Insured Against.

This coverage does not:

- a. Increase the limit of liability that applies to the covered property; or
- b. Relieve you of your duties in case of a loss to covered property, as set forth in Part I - **CONDITIONS**, Paragraph 1.d. of this endorsement.

3. **Trees, Shrubs And Other Plants.** We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against: Fire or Lightning, Explosion, Riot or Civil Commotion, Aircraft, Vehicles not owned or operated by a resident of the "residence premises", Vandalism or Malicious Mischief or Theft.

We will pay up to 10% of the applicable Personal Property Limit Of Liability shown in the Schedule of this endorsement for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be available for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

4. **Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the prop-

erty is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

- 5. Property Removed.** We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money.

a. We will pay up to \$1,000 for:

- (1)** The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- (2)** Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- (3)** Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- (4)** Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

This coverage is additional insurance. No deductible applies to this coverage.

b. We do not cover:

- (1)** Use of a credit card, electronic fund transfer card or access device:
 - (a)** By a resident of your household;
 - (b)** By a person who has been entrusted with either type of card or access device; or
 - (c)** If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed; or
- (2)** Loss arising out of "business" use or dishonesty of an "insured".

c. If the coverage in Paragraph **a.** above applies, the following defense provisions also apply:

- (1)** We may investigate and settle any claim or "suit" that we decide is appropriate. Our duty to defend a claim or "suit" ends when the amount we pay for the loss equals our limit of liability.
- (2)** If a "suit" is brought against an "insured" for liability under Paragraphs **a.(1)** or **(2)** above, we will provide a defense at our expense by counsel of our choice.
- (3)** We have the option to defend at our expense an "insured" or an "insured's" bank against any "suit" for the enforcement of payment under Paragraph **a.(3)** above.

- 7. Building Additions And Alterations.** We cover the building improvements or installations, made or acquired at your expense, to that part of the "residence premises" used exclusively by you. The limit of liability for this coverage will not be more than 10% of the applicable Personal Property Limit Of Liability.

This coverage is additional insurance.

- 8. Loss Of Use.** If a loss by a Peril Insured Against under this endorsement to covered property or the building containing the property makes the "residence premises" not fit to live in, we cover the "additional living expense". "Additional living expense" means any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or if you permanently relocate, the shortest time required for your household to settle elsewhere.

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this endorsement, we cover the "additional living expense" loss as provided above for no more than two weeks.

The periods of time under the above paragraphs are not limited by expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

- 9. Refrigerated Products.** We will pay up to \$500 for damage to the contents of deep freeze or refrigerated units on the "residence premises" when the damage is caused by power failure or mechanical breakdown. When the power failure or mechanical breakdown is known by you, you must use all reasonable means to protect the covered property from further damage or this Additional Coverage is void. Mechanical breakdown does not include failure, malfunction, or inadequacy of the computer software or microprocessors of the deep freeze or refrigeration unit due to the inability to correctly recognize, process, distinguish, interpret, or accept one or more dates or times.

Coverage will apply only if you have maintained the deep freeze or refrigeration unit in proper working condition immediately prior to the loss.

10. "Fungi", Wet Or Dry Rot, Or Bacteria

- a.** The amount of \$15,000 is the most we will pay for:

- (1)** The total of all loss payable under **Part I - PERSONAL PROPERTY COVERAGES** caused by "fungi", wet or dry rot, or bacteria;
- (2)** The cost to remove "fungi", wet or dry rot, or bacteria from property covered under **Part I - PERSONAL PROPERTY COVERAGES**;
- (3)** The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and
- (4)** The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.

- b.** The coverage described in **10.a.** only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

- c.** The amount shown in the **10.a.** for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:

- (1)** Number of locations insured under this endorsement; or
- (2)** Number of claims made.

- d.** If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

11. Grave Markers

We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against.

This coverage does not increase the limits of liability that apply to the damaged covered property.

C. SPECIAL LIMITS OF LIABILITY.

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the applicable Personal Property Limit Of Liability shown in the Schedule of this endorsement.

- 1.** \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- 2.** \$1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets, stamps and personal records. This dollar limit:
 - a.** Applies to these categories regardless of the medium (such as paper or computer software) on which the material exists; and
 - b.** Includes the cost to research, replace and restore the information from the lost or damaged material.

3. \$1,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
4. \$1,500 on trailers or semitrailers not used with watercraft of all types.
5. \$1,500 for loss by theft, misplacing or losing of jewelry, watches, furs, precious and semi-precious stones.
6. \$2,000 for loss by theft, misplacing or losing of firearms and related equipment.
7. \$2,500 for loss by theft, misplacing or losing of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
8. \$2,500 on property, on the "residence premises", used at any time or in any manner for any "business" purpose.
9. \$500 on property, away from the "residence premises", used at any time or in any manner for any "business" purpose.

D. PROPERTY NOT COVERED.

We do not cover:

1. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
2. Animals, birds or fish;
3. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
4. "Business" data, including such data stored in:
 - a. Books of account, drawings or other paper records; or
 - b. Computers and related equipment.

However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

5. "Motor vehicles".

(1) This includes:

- (a) Their accessories, equipment and parts; or
- (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the "motor vehicle".

- (2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:

(a) Used solely to service an "insured's" residence; or

(b) Designed to assist the handicapped;

6. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
7. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **B.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Part I - PERSONAL PROPERTY COVERAGES**; or
8. Water or steam.

PART I - PERILS INSURED AGAINST:

We insure for risk of direct physical loss to the property described in the Schedule of this endorsement.

We do not insure, however, for loss:

1. Excluded under **PART I - EXCLUSIONS**;

2. Caused by:

- a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:

(1) Maintain heat in the building; or

(2) Shut off the water supply and drain all systems and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- (1) Fence, pavement, patio or swimming pool;
 - (2) Footing, foundation, bulkhead, wall or any other structure or device that supports all or part of a building or other structure; or
 - (3) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (4) Pier, wharf or dock;
 - c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
 - d. Breakage of eyeglasses, glassware, statuary, marble, bric-a-brac, porcelains and similar fragile articles other than jewelry, watches, bronzes, cameras and photographic lenses.
- There is coverage for breakage of the property by or resulting from:
- (1) Fire, lightning, windstorm or hail;
 - (2) Smoke, other than smoke from agricultural smudging or industrial operations;
 - (3) Explosion, riot, civil commotion;
 - (4) Aircraft, vehicles, vandalism and malicious mischief;
 - (5) Collapse of a building or any part of a building;
 - (6) Water not otherwise excluded;
 - (7) Theft, attempted theft or loss of property from a known place when it is likely that the property has been stolen; or
 - (8) Sudden and accidental tearing apart, cracking, burning or bulging of:
 - (a) A steam or hot water heating system;
 - (b) An air conditioning or automatic fire protective sprinkler system; or
 - (c) An appliance for heating water;
 - e. Dampness of atmosphere or extremes of temperature unless the direct cause of loss is rain, snow, sleet or hail;
 - f. Refinishing, renovating or repairing property other than watches, jewelry and furs;
 - g. Collision, other than collision with a land vehicle, sinking, swamping or stranding of watercraft, including their trailers, furnishings, equipment and outboard engines or motors;
 - h. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
 - i. Any of the following:
 - (1) Wear and tear, marring, deterioration;
 - (2) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
 - (3) Smog, rust or other corrosion;
 - (4) Smoke from agricultural smudging or industrial operations;
 - (5) Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge dispersal, seepage, migration, release or escape is itself caused by any of the following perils: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
- (a) Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.
- This cause of loss does not include:
- (i) The cost of filling sinkholes; or
 - (ii) Sinking or collapse of land into manmade underground cavities.
- (b) Falling objects does not include loss or damage to:
- (i) Personal property in the open; or
 - (ii) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- (c) Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the

"residence premises" and contains water or steam.

But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a peril listed in Paragraph **i.(5)**, we will pay for the loss or damage caused by that peril;

- (6)** Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (7)** Birds, vermin, rodents or insects; or
- (8)** Animals owned or kept by an "insured".

Exception to Paragraph 2.i.:

Unless the loss is otherwise excluded, we cover loss to property described in this endorsement resulting from an accidental discharge or overflow of water or steam from within a:

- (a)** Storm drain, or water, steam or sewer pipe, off the "residence premises"; or
- (b)** Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or

- j.** Constant or repeated seepage or leakage of water or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.

Under **PART I - EXCLUSIONS**, Exclusion **3.** Water Damage, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground, do not apply to loss by water covered under Paragraphs **2.i.** and **j.** above.

Under Paragraphs **2.a., b., c., h., i.,** and **j.** above, any ensuing loss to property described in this endorsement and not precluded by any other provisions in this endorsement is covered.

PART I - EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

- 1. Ordinance Or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, including the cost of removing its debris, unless specifically provided under this policy.
- 2. Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mudflow; subsidence; earth sinking, rising or shifting; unless direct loss by:
 - a.** Fire;
 - b.** Explosion; or
 - c.** Breakage of glass or safety glazing material which is part of a building, storm door or storm window;

ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

- 3. Water Damage**, meaning:
 - a.** Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
 - b.** Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
 - c.** Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire, explosion or theft resulting from water damage is covered.

This exclusion does not apply to property described in this endorsement that is away from the premises or location owned, rented, occupied or controlled by an "insured".

This exclusion applies to property described in this endorsement that is on a premises or location owned, rented, occupied or controlled by an "insured" even if weather conditions contribute in any way to produce the loss.

4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises". But, if a Peril Insured Against ensues on the "residence premises", we will pay only for that ensuing loss.
5. **Neglect**, meaning neglect of an "insured" to use all reasonable means to save and preserve property at and after the time of a loss.
6. **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
7. **Nuclear Hazard**. This exclusion pertains to Nuclear Hazard to the extent set forth in Paragraph 11. Nuclear Hazard Clause under **PART I - CONDITIONS**.
8. **Intentional Loss**, meaning any loss arising out of any act committed:
 - a. By or at the direction of an "insured"; and
 - b. With the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

9. **Governmental Action**, meaning the destruction, confiscation or seizure of property described in this endorsement by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this endorsement.

10. **"Fungi", Wet Or Dry Rot, Or Bacteria**, meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria.

This exclusion does not apply:

- a. When "fungi", wet or dry rot, or bacteria results from fire or lightning; or
- b. To the extent coverage is provided for in the "Fungi", Wet Or Dry Rot, Or Bacteria Additional Coverage under **Part I - PERSONAL PROPERTY COVERAGES** with respect to loss or damage caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", wet or dry rot, or bacteria is covered.

PART I - CONDITIONS:

1. **Your Duties After Loss**. In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an "insured" seeking coverage, or a representative of either:
 - a. Give prompt notice to us or our agent;
 - b. Notify the police in case of loss by theft;
 - c. Notify the credit card or electronic fund transfer card or access device company in case of loss under Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money coverage;
 - d. Protect the property from further damage. If repairs to the property are required, you must:
 - (1) Make reasonable and necessary repairs to protect the property; and
 - (2) Keep an accurate record of repair expenses;
 - e. Cooperate with us in the investigation of a claim;
 - f. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
 - g. As often as we reasonably require:
 - (1) Show the damaged property;
 - (2) Provide us with records and documents we request and permit us to make copies; and
 - (3) Submit to examination under oath, while not in the presence of another "insured", and sign and swear to them;
 - h. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) The time and cause of loss;
 - (2) The interest of all "insureds" and all others in the property involved and all liens on the property;
 - (3) Other insurance which may cover the loss;
 - (4) Changes in title or occupancy of the property during the term of the policy;

- (5) Specifications of damaged buildings and detailed repair estimates;
- (6) The inventory of damaged personal property described in **f.** above;
- (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- (8) Evidence or affidavit that supports a claim under the Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money coverage, stating the amount and cause of loss.

2. Loss Settlement.

a. Eligible Property

- (1) Covered property losses to the following property are settled at replacement cost at the time of the loss:
 - (a) Personal property described in the Schedule; and
 - (b) If covered in this endorsement:
 - (i) Awnings, outdoor antennas and outdoor equipment; and
 - (ii) Carpeting and household appliances, whether or not attached to buildings.
- (2) This method of loss settlement will also apply to the following articles or classes of property if they are owned or used by an "insured" and separately described and specifically insured in this policy and not subject to agreed value loss settlement:
 - (a) Jewelry;
 - (b) Furs and garments:
 - (i) Trimmed with fur; or
 - (ii) Consisting principally of fur;
 - (c) Cameras, projection machines, films and related articles of equipment;
 - (d) Musical equipment and related articles of equipment;
 - (e) Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
 - (i) Pens or pencils;
 - (ii) Flasks;
 - (iii) Smoking implements; or
 - (iv) Jewelry ; and
 - (f) Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Settlement will not apply to other classes of property separately described and specifically insured.

b. Ineligible Property

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace:

- (1) Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
- (2) Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
- (3) Articles not maintained in good or workable condition.
- (4) Articles that are outdated or obsolete and are stored or not being used.

c. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in Paragraph **2.a.** above.:

- (1) We will pay no more than the least of the following amounts:
 - (a) Replacement cost at the time of loss without deduction for depreciation;
 - (b) The full cost of repair at the time of loss;
 - (c) The applicable Personal Property Limit Of Liability shown in the Schedule of this endorsement;
 - (d) Any applicable special limits of liability stated in this endorsement; or
 - (e) For loss to any item described in **2.a(2)(a)-(f)** above, the limit of liability that applies to the item.
- (2) If the cost to repair or replace the property described in Paragraph **2.a.** above is more than \$500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
- (3) You may make a claim for loss on an actual cash value basis and then make a claim for any additional liability in accordance with this endorsement provided you notify us of your intent to do so within 180 days after the date of loss.

3. **Loss To A Pair Or Set.** In case of loss to a pair or set we may elect to:
 - a. Repair or replace any part to restore the pair or set to its value before the loss; or
 - b. Pay the difference between actual cash value of the property before and after the loss.
4. **Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
Each party will:
 - a. Pay its own appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
5. **Other Insurance And Service Agreement.** If a loss covered by this endorsement is also covered by:
 - a. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this endorsement bears to the total amount of insurance covering the loss; or
 - b. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
6. **Suit Against Us.** No action can be brought against us unless the policy provisions have been fully complied with and the action is started within one year after the date of loss.
7. **Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.
8. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
 - a. Reach an agreement with you;
 - b. There is an entry of a final judgment; or
 - c. There is a filing of an appraisal award with us.
9. **Abandonment Of Property.** We need not accept any property abandoned by an "insured".
10. **No Benefit To Bailee.** We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.
11. **Nuclear Hazard Clause.**
 - a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
 - b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
 - c. This policy does not apply under Part I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.
12. **Recovered Property.** If you or we recover any property for which we have made payment under this endorsement, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.
13. **Volcanic Eruption Period.** One or more volcanic eruptions that occur within a 72 hour period will be considered as one volcanic eruption.
14. **Deductible.** Subject to the applicable Personal Property Limit of Liability shown in this endorsement, we will pay only that part of the total of all loss payable under Part I that exceeds the deductible amount shown in the Schedule of this endorsement.
15. **Insurable Interest And Limit Of Liability.**
Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
 - a. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
 - b. For more than the applicable Personal Property Limit of Liability shown in the Schedule of this endorsement.

PART II - PERSONAL LIABILITY COVERAGE AND MEDICAL PAYMENTS TO OTHERS:

Section II - Liability is amended to add the following:

A. PERSONAL LIABILITY COVERAGE:

If a claim is made or a "suit" is brought against an "insured" under this endorsement for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability, as shown as the "Liability and Medical Expense Limit" in the Businessowners Liability Coverage Part Declarations, for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the "suit" is groundless, false or fraudulent. We may investigate and settle any claim or "suit" that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" has been exhausted by payment of a judgment or settlement.

B. MEDICAL PAYMENTS TO OTHERS:

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "residence premises" with the permission of an "insured"; or
2. To a person off the "residence premises", if the "bodily injury":
 - a. Arises out of a condition on the "residence premises" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured"; or
 - c. Is caused by an animal owned by or in the care of an "insured".

PART II - EXCLUSIONS:

Coverage under **PART II - PERSONAL LIABILITY and B. MEDICAL PAYMENTS TO OTHERS** does not apply to "bodily injury" or "property damage":

1. Which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;

2. Arising out of or in connection with "business" pursuits of an "insured" or the rental or holding for rental of any part of any premises by an "insured".

This exclusion does not apply to:

- a. Activities which are usual to non-"business" pursuits; or
- b. The rental or holding for rental of the "insured's" "residence premises";

(1) On an occasional basis if used only as a residence;

(2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(3) In part, as an office, school, studio or private garage;

3. Arising out of the rendering of or failure to render professional services;

4. Arising out of a premises:

- a. Owned by an "insured";
- b. Rented to an "insured"; or
- c. Rented to others by an "insured"; that is not the "residence premises";

5. a. Arising out of any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

(1) Is registered for use on public roads or property;

(2) Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

(3) Is being:

(a) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;

(b) Rented to others;

(c) Used to carry persons or cargo for a charge; or

- (d) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
 - b. If Exclusion 5.a. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
 - (1) In dead storage on an "insured location";
 - (2) Used solely to service an "insured's" residence;
 - (3) Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (a) Being used to assist a handicapped person; or
 - (b) Parked on the "residence premises";
 - (4) Designed for recreational use off public roads and:
 - (a) Not owned by an "insured"; or
 - (b) Owned by an "insured" provided the "occurrence" takes place on a "residence premises"; or
 - (5) A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
 - (a) A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (i) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (ii) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (iii) Cross public roads at designated points to access other parts of the golfing facility; or
 - (b) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence;
6. a. Arising out of any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
- (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose;
- b. If Exclusion 6.a. does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
- (1) Is stored;
 - (2) Is a sailing vessel, with or without auxiliary power, that is:
 - (a) Less than 26 feet in overall length; or
 - (b) 26 feet or more in overall length and not owned by or rented to an "insured"; or
 - (3) Is not a sailing vessel and is powered by:
 - (a) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (i) 50 horsepower or less and not owned by an "insured"; or
 - (ii) More than 50 horsepower and not owned by or rented to an "insured"; or
 - (b) One or more outboard engines or motors with:
 - (i) 25 total horsepower or less;
 - (ii) More than 25 horsepower if the outboard engine or motor is not owned by an "insured"; or
 - (iii) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
 - (iv) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
 - (a) You declare them at policy inception; or
 - (b) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (iii) and (iv) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer;

7. Caused directly or indirectly by war, including the following and any consequence of any of the following:
 - a. Undeclared war, civil war, insurrection, rebellion or revolution;
 - b. Warlike act by a military force or military personnel; or
 - c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

8. Which arises out of the transmission of a communicable disease by an "insured";
9. Arising out of sexual molestation, corporal punishment or physical or mental abuse;
10. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician;
11. Arising out of the ownership, maintenance or use of a trampoline;
12. Arising out of "aircraft liability";
13. Arising out of "hovercraft liability";
14. a. Arising from the actual, alleged, or threatened:
 - (1) Ingestion, absorption, exposure or presence of lead or asbestos in any form;
 - (2) Discharge, dispersal, seepage, migration, release, escape or transportation of "pollutants" at any time from any premises, site or location;
- b. Any loss, cost, or expense arising out of any:
 - (1) Request, demand, or order 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" including lead or asbestos in any form;

- (2) Claim or "suit" by or on behalf of a governmental authority for damages or any other remedy 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" including lead or asbestos in any form.

Exclusions 4., 5., 6., 12. and 13. do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

Coverage under PART II - PERSONAL LIABILITY does not apply to:

1. Liability under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - a. That directly relate to the ownership, maintenance or use of the "residence premises"; or
 - b. Where the liability of others is assumed by the "insured" prior to an "occurrence"; unless excluded elsewhere in this endorsement;
2. "Property damage" to property owned by the "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from the "residence premises";
3. "Property damage" to property rented to, occupied or used by or in the care of the "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
4. "Bodily injury" to any person eligible to receive any benefits:
 - a. Voluntarily provided; or
 - b. Required to be provided; by the "insured" under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this endorsement:
 - a. Is also an insured under a nuclear energy liability policy; or
 - b. Would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

- a. American Nuclear Insurers;

- b. Mutual Atomic Energy Liability Underwriters;
 - c. Nuclear Insurance Association of Canada;
- or any of their successors; or

6. "Bodily injury" to you or an "insured" as defined in part **a.** or **b.** of "insured" in the Definitions section of this endorsement. This exclusion also applies to any claim made or "suit" brought against you or any "insured":

- a. To repay; or
- b. Share damages with;
another person who may be obligated to pay damages because of "bodily injury" to an "insured".

Coverage under PART II - MEDICAL PAYMENTS TO OTHERS does not apply to "bodily injury":

1. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
2. From any:
 - a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

 - d. Any consequence of any of these; or
3. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "residence premises".

PART II - ADDITIONAL COVERAGES:

We cover the following in addition to the limits of liability:

1. **Claim Expenses.** We pay:
 - a. Expenses we incur and costs taxed against an "insured" in any "suit" we defend;
 - b. Premiums on bonds required in a "suit" we defend, but not for bond amounts more than the "occurrence" limit shown in the Declarations. We need not apply for or furnish any bond;
 - c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or "suit";
 - d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the

judgment which does not exceed the limit of liability that applies;

- e. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this endorsement. We will not pay for first aid to any "insured".

3. **Damage To Property Of Others.** We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

We will not pay for "property damage":

- a. To the extent of any amount recoverable under the personal property coverage part of this endorsement;
- b. Caused intentionally by an "insured" who is 13 years of age or older;
- c. To property owned by an "insured";
- d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
- e. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "residence premises"; or
 - (3) The ownership, maintenance, occupancy, operation, loading, unloading or use of aircraft, hovercraft, watercraft or "motor vehicles" or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured".

PART II - CONDITIONS:

1. **Limit Of Liability.** Our total liability under **PART - II PERSONAL LIABILITY COVERAGE** for all damages resulting from any one "occurrence" will not be more than the limit of liability as shown in the Liability and Medical Limit in the Businessowners Liability Coverage Part Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under **PART II - MEDICAL PAYMENTS TO OTHERS** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability as shown as the Medical Expense Limit in the Businessowners Liability Coverage Part Declarations.

Neither the coverage under **PART II - PERSONAL LIABILITY** nor the coverage under **PART II - MEDICAL PAYMENTS TO OTHERS** of this endorsement will increase the limits of this policy as shown in the Businessowners Liability Coverage Part Declarations.

However, our total liability under **PART II - PERSONAL LIABILITY** for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria will not be more than the sublimit, which is \$10,000. This is the most we will pay regardless of the:

- a. Number of locations insured under the policy to which this endorsement is attached;
- b. Number of persons injured;
- c. Number of persons whose property is damaged;
- d. Number of "insureds"; or
- e. Number of "occurrences" or claims made.

This sublimit is within, but does not increase the limit of liability under **PART II - PERSONAL LIABILITY**. It applies 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.

2. **Severability of Insurance.** This insurance applies separately to each "insured". This condition will not increase the limit of liability for any one "occurrence".

This condition does not apply and will not increase the limit of liability with respect to damages arising out of "fungi", wet or dry rot, or bacteria coverage subject to the Aggregate Sublimit Of Liability for "Fungi", Wet or Dry Rot, Or Bacteria described in this endorsement under **PART II - CONDITIONS, 1. Limit Of Liability.**

3. **Duties After "Occurrence".** In case of an accident or "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

- a. Give written notice to us or our agent as soon as is practical, which sets forth:

- (1) The identity of the policy and "insured";
- (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
- (3) Names and addresses of any claimants and witnesses;

- b. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
- c. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";
- d. At our request, help us:
 - (1) To make settlement;
 - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - (3) With the conduct of "suits" and attend hearings and trials; and
 - (4) To secure and give evidence and obtain the attendance of witnesses;
- e. Under the coverage - Damage to Property of Others - submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
- f. No "insured" shall, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

4. **Duties of an Injured Person - Coverage B. Medical Payments To Others.** The injured person or someone acting for the injured person will:

- a. Give us written proof of claim, under oath if required, as soon as is practical; and
- b. Authorize us to obtain copies of medical reports and records.

The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

5. **Payment of Claim - Coverage B. Medical Payments To Others.** Payment under this coverage is not an admission of liability by an "insured" or us.

6. **Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the policy provisions.

No one will have the right to join us as a party to any action against an "insured". Also, no action, with respect to Coverage **A.**, can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

7. **Bankruptcy of an "Insured".** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.
8. **Other Insurance - Coverage A. Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this endorsement.

PART I AND II CONDITIONS:

1. **Policy Period.** This endorsement applies only to loss in Part I or "bodily injury" or "property damage" in Part II, which occurs during the policy period as shown in the Businessowners Declarations.
2. **Concealment or Fraud.** We do not provide coverage for an "insured" who, whether before or after a loss, has:
- a. Intentionally concealed or misrepresented any material fact or circumstance; or
 - b. Made false statements or engaged in fraudulent conduct;
- relating to this insurance.
3. **Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
- If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.
- Subrogation does not apply under Part II to Medical Payments to Others or Damage to Property of Others.
4. **Death.** If any person named or designated in this endorsement or such person's spouse, if a resident of the same household, dies:
- a. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;
 - b. "Insured" includes:
 - (1) Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and
 - (2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
5. **Other Policy Conditions And Provisions.** No other policy conditions or provisions, except **Section III - Common Policy Conditions**, apply to this endorsement.