

# SIMPSON COUNTY BOARD OF EDUCATION PROPOSAL

PREPARED FOR:

SIMPSON COUNTY BOARD OF EDUCATION  
430 S COLLEGE ST  
FRANKLIN, KY 42134

SUBMITTED BY:  
FRANKLIN INSURANCE INC

PROVIDED BY:



PROVIDED ON: 6/4/2025

PROPOSAL EXPIRATION DATE: 7/1/2025

*Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its' affiliates, 175 Berkeley Street, Boston, MA 02116. Not all insurance coverages are available in all states and policy terms may vary based on individual state requirements. This proposal may include a policy from a Liberty Mutual nonadmitted surplus lines affiliate that is not licensed in your state. Surplus lines insurers generally do not participate in state guaranty funds and coverage may only be obtained through duly licensed surplus lines brokers.*

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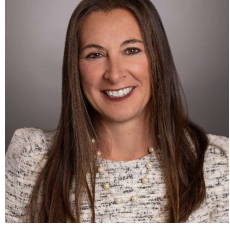
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# Account Team



**Amy Seemuller**  
Underwriter

610-832-8302  
[Email me](#)

*Responsible for account underwriting and a liaison for the Broker/Customer*

- Account Pricing
- Business Coordination
- Policy Coverage
- Risk Evaluation/Loss and Hazard Analysis



**Carmen Gibson**  
Account Analyst

513-576-4872  
[Email me](#)

*Responsible for underwriting support*

- Policy Change and Transaction Requests
- Signature Documents
- State Filing, Inquiries and Criticisms



**Troy Atkinson**  
Client Service Coordinator

715-261-5991  
[Email me](#)

*Responsible for account installation and administration*

- Account Service Instructions
- Auto Liability Insurance Reporting
- Claim Review Coordination
- Location Coding



# Summary

Line of Coverage	Effective Date	Rating Plan	Underwriting Company	Pay Plan	Commission Rate/ Amount	Estimated Premium*
Commercial Auto	07/01/2025 - 07/01/2026	Guaranteed Cost	The First Liberty Insurance Corporation	Annual 100%/0	15.0%/ 15.0%	\$179,550
General Liability	07/01/2025 - 07/01/2026	Guaranteed Cost	LM Insurance Corporation	Annual 100%/0	15.0%	\$48,801
School Leaders Errors Omissions	07/01/2025 - 07/01/2026	Guaranteed Cost	Liberty Mutual Fire Insurance Company	Annual 100%/0	15.0%	\$24,441
Law Enforcement Liability	07/01/2025 - 07/01/2026	Guaranteed Cost		Annual 100%/0	15.0%	\$2,241
Property	07/01/2025 - 07/01/2026	Guaranteed Cost	Liberty Mutual Fire Insurance Company	Annual 100%/0	15.0%	\$188,449
Crime	07/01/2025 - 07/01/2026	Guaranteed Cost	Employers Insurance Company of Wausau	Annual 100%/0	15.0%	\$845
Umbrella	07/01/2025 - 07/01/2026	Guaranteed Cost	Liberty Insurance Corporation	Annual 100%/0	15.0%	\$46,944
<b>Total Estimated Premium</b>						<b>\$491,271</b>

\*Estimated premium includes Terrorism Risk Insurance Act (TRIA) premium, taxes, assessments and surcharges.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

# Summary

## Payment Terms:

- Commissions will be paid in accordance with the payment plans established for the customer.
- Mid-Term premium endorsements will be: **Bill Now - Outside Payment Plan**
- **Customer** will be billed for premium, taxes, assessments, and surcharges.
- Pay Terms Offered: **Non-ACH**

# Billing Estimate

Simpson County Board of Education

Pay Terms Offered\*

Effective: 07/01/2025 to 07/01/2026

Line of Coverage	Pay Plan	Deposit Amount	Installment Amount	Grand Total
Commercial Auto	Annual 100%/0	\$179,550.00	\$0.00	\$179,550.00
General Liability	Annual 100%/0	\$48,801.00	\$0.00	\$48,801.00
School Leaders Errors Omissions	Annual 100%/0	\$24,441.00	\$0.00	\$24,441.00
Law Enforcement Liability	Annual 100%/0	\$2,241.00	\$0.00	\$2,241.00
Property	Annual 100%/0	\$188,449.00	\$0.00	\$188,449.00
Crime	Annual 100%/0	\$845.00	\$0.00	\$845.00
Umbrella	Annual 100%/0	\$46,944.00	\$0.00	\$46,944.00
<b>Total Amount</b>		<b>\$491,271.00</b>	<b>\$0.00</b>	<b>\$491,271.00</b>

\*Billing will also be set up in your online portal. Please contact your Client Service Representative for access.

This is not your actual invoice. It is an estimate based on proposed exposures, coverages, and is subject to change when the actual invoice is mailed by Customer Accounting Services under separate cover. We are offering this estimate for your information and planning.

**Customer** will be billed for premium, taxes, assessments, and surcharges.

Mid-Term premium endorsements will be: **Bill Now - Outside Payment Plan**

# Commercial Auto

## Premium Details

Underwriting Company: **The First Liberty Insurance Corporation**  
 Rating Plan: **Guaranteed Cost**  
 Named Insured: **Simpson County Board of Education**

Premium	
Estimated Premium	\$179,550
Taxes, Assessments & Surcharges	\$0
Michigan Catastrophic Claims Association (MCCA)	\$0
<b>Total Estimated Premium with Taxes, Assessments &amp; Surcharges</b>	<b>\$179,550</b>

May be subject to audit.

Coverages	Symbols	Limits	Deductibles	Premium
Liability	01	\$2,000,000	N/A	\$141,976
Personal Injury Protection	05	N/A	N/A	\$3,878
Added Personal Injury Protection	N/A	N/A	N/A	N/A
Auto Medical Payments	N/A	N/A	N/A	N/A
Uninsured Motorist	02	\$500,000	N/A	\$1,509
Underinsured Motorist	02	\$500,000	N/A	\$11,416
Physical Damage				
Comprehensive	07, 08	Actual Cash Value or Cost of Repair	\$5,000	\$5,624
Collision	07, 08	Actual Cash Value or Cost of Repair	\$5,000	\$13,130
Towing and Labor	N/A	N/A	N/A	N/A
Hired Liability	N/A	\$2,000,000	N/A	\$466
Hired Physical Damage				
Comprehensive	N/A	N/A	\$5,000	\$138
Collision	N/A	N/A	\$5,000	\$138
Endorsements	N/A	Various	Various	\$1,275

# Commercial Auto

## Forms & Endorsements

Form Name	Form Number	Fill-Ins
2016 Commercial Auto Miscellaneous Form Revisions Advisory Notice To Policyholders	CNA 90 15 11 16	
Alaska Exclusion of Terrorism Above Minimum Statutory Limits	CA 23 88 10 13	
Alaska Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	CA 23 89 10 13	
All Purpose Schedule	ACS 84 02 07 13	
Assault, Battery, Abuse or Molestation Exclusion	AC 20 01 11 16	
Business Auto Coverage Form	CA 00 01 10 13	
Business Auto Declarations	AC 00 03 02 13	
Business Auto Declarations Extension Schedule - Hired or Borrowed Autos and Nonowned Autos	ACS 00 03 11 11	
Changes In Your Policy	AC 00 30 10 13	
Changes in Item Two of the Declarations - Physical Damage Coverages	ACS 00 25 04 13	
Common Policy Conditions	IL 00 17 11 98	
Exclusion of Terrorism	CA 23 84 01 06	
Exclusion of Terrorism	CA 23 84 10 13	
Exclusion of Terrorism Above Minimum Statutory Limits	CA 23 86 01 06	
Exclusion of Terrorism Above Minimum Statutory Limits	CA 23 86 10 13	
Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	CA 23 85 01 06	

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**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# Commercial Auto

## Forms & Endorsements

Form Name	Form Number	Fill-Ins
Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	CA 23 85 10 13	
Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	CA 23 87 01 06	
Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism Above Minimum Statutory Limits	CA 23 87 10 13	
Forms Inventory	ACS 00 26 04 13	
Insured Mailer	CNI 90 04 01 12	
Item 3 - Schedule of Covered Autos You Own	ACS 00 24 04 13	
Kentucky Anti-Theft Device Discount	SNA 16 01 05 11	
Kentucky Changes	CA 01 25 11 24	
Kentucky Changes-Cancellation and Nonrenewal	IL 02 63 09 08	
Kentucky Important Notice Concerning Uninsured Motorists, Underinsured Motorists And Personal Injury Protection Coverages	SNA 16 02 07 16	
Kentucky No-Fault - Tort Limitations	SNA 16 03 10 16	
Kentucky No-Fault Rejection Form	PIPKY020318	
Kentucky Personal Injury Protection	CA 22 16 10 13	
Kentucky Personal Injury Protection Amendatory Endorsement	AC 22 10 12 20	

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# Commercial Auto

## Forms & Endorsements

Form Name	Form Number	Fill-Ins
Kentucky Standard School Bus Endorsement	SNA 16 04 12 20	
Kentucky Underinsured Motorists Coverage	AC 21 06 08 15	
Kentucky Uninsured Motorists Coverage	CA 21 76 10 13	
Liberty Mutual Group Privacy Notice	SNI 04 01 06 24	
Named Insured Endorsement	AC 84 13 01 11	<b>Named Insured:</b> Simpson County Board of Education
Nuclear Energy Liability Exclusion Endorsement (Broad)	IL 00 21 09 08	
Participating Provision	LIL 90 05 06 13	
Producer Mailer	CNI 90 05 01 12	
Public Entity Immunity And Tort Cap Preservation Endorsement	LIL 90 09 05 17	
Public Transportation Autos	CA 24 02 10 13	
Public or Livery Passenger Conveyance and On-Demand Delivery Services Exclusion	CA 23 45 11 16	
Replacement Cost Coverage - School Buses	AC 84 54 06 14	<b>Collision Model Years Old: 5</b> <b>Collision Deductible: 5,000</b> <b>Comprehensive Model Years Old: 5</b> <b>Comprehensive Deductible: 5,000</b>
School Business Auto Extension Endorsement	AC 84 52 12 16	
State Application of Terrorism Exclusion Endorsements	AC 84 27 08 15	
State Application of Terrorism Exclusion Endorsements Involving Nuclear, Biological Or Chemical Terrorism	AC 84 26 08 15	

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# Commercial Auto

## Forms & Endorsements

Form Name	Form Number	Fill-Ins
Temporary Substitute Auto - Physical Damage Insurance	AC 84 73 01 16	
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	IL P 001 01 04	
Uninsured/Underinsured Motorists Insurance (UM/UIM) Schedule	ACS 21 02 04 13	
Washington Exclusion of Terrorism	CA 23 92 10 13	
Washington Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism	CA 23 93 10 13	

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# General Liability

## Premium Details

Underwriting Company: **LM Insurance Corporation**  
 Rating Plan: **Guaranteed Cost**  
 Named Insured: **Simpson County Board of Education**

Premium	
Estimated Coverage Premium	\$23,495
Estimated Endorsement Premium	\$24,789
Total Estimated Premium	\$48,284
Terrorism Risk Insurance Act (TRIA) Premium	\$517
Taxes, Assessments & Surcharges	\$0
<b>Total Estimated Premium with TRIA, Taxes, Assessments &amp; Surcharges*</b>	<b>\$48,801</b>

\*TRIA Premium, Taxes, Surcharges & Assessments are estimates and are subject to change based upon coverage changes, exposure changes, and/or written premium.  
 May be subject to audit.

Coverages	Limits of Liability
General Aggregate Limit	\$2,000,000
Products/ Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You (or any premises)	\$100,000
Medical Expense Limit (any one person)	\$5,000
Employee Benefits Liability*	\$1,000,000
Employee Benefits Aggregate*	\$3,000,000

\* Employee Benefits Liability Retroactive Date: 7/1/1995

# General Liability

## Forms & Endorsements

### Additional Insured

Form Name	Form Number	Fill-Ins
Additional Insured - Managers Or Lessors Of Premises	CG 20 11 12 19	<b>Premises:</b> All Premises leased to you, where required by written contract or agreement entered into prior to loss. <b>Name:</b> All person(s) or organization(s) leasing premises to you, where required by written contract or agreement entered into prior to loss.

### Common Policy Form

Form Name	Form Number	Fill-Ins
Common Policy Conditions	IL 00 17 11 98	
Inventory Coverage Forms/Parts, Endorsements, Enclosures	IC 00 42 07 09	
Kentucky Changes-Cancellation and Nonrenewal	IL 02 63 09 08	

### Coverage

Form Name	Form Number	Fill-Ins
Commercial General Liability Coverage Form	CG 00 01 04 13	
Corporal Punishment	CG 22 67 10 93	
Cyber Suite Coverage Endorsement	LC 04 74 02 20	<b>Fill-In:</b> Cyber Suite Annual Aggregate Limit: First Party Annual Aggregate Limit: \$100,000 Third Party Annual Aggregate Limit: \$100,000 Cyber Suit Deductible Per Occurrence: \$1,000 Data Compromise Response Expenses: Included Forensic IT Review Sublimit: \$50,000 Legal Review Sublimit: \$50,000

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# General Liability

## Forms & Endorsements

Form Name	Form Number	Fill-Ins
		Public Relations Sublimit: \$5,000 Regulatory Fines and Penalties Sublimit: \$50,000 PCI Fines and Penalties Sublimit: \$50,000 Computer Attack: Included Loss of Business Sublimit: \$50,000 Public Relations Sublimit: \$5,000 Cyber Extortion: Included Cyber Extortion Sublimit Per Occurrence: \$10,000 Misdirected Payment Fraud: Included Misdirected Payment Fraud Sublimit Per Occurrence: \$10,000 Computer Fraud: Included Computer Fraud Sublimit Per Occurrence: \$10,000 Data Compromise Liability: Included Network Security Liability: Included Electronic Media Liability: Included
Cyber Suite Coverage Endorsement	LC 32 745 02 20	<b>Fill-In:</b> Cyber Suite Annual Aggregate Limit: First Party Annual Aggregate Limit: \$100,000 Third Party Annual Aggregate Limit: \$100,000 Cyber Suit Deductible Per Occurrence: \$1,000 Data Compromise Response Expenses: Included Forensic IT Review Sublimit: \$50,000 Legal Review Sublimit: \$50,000 Public Relations Sublimit: \$5,000 Regulatory Fines and Penalties Sublimit: \$50,000 PCI Fines and Penalties Sublimit: \$50,000 Computer Attack: Included

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# General Liability

## Forms & Endorsements

Form Name	Form Number	Fill-Ins
		Loss of Business Sublimit: \$50,000 Public Relations Sublimit: \$5,000 Cyber Extortion: Included Cyber Extortion Sublimit Per Occurrence: \$10,000 Misdirected Payment Fraud: Included Misdirected Payment Fraud Sublimit Per Occurrence: \$10,000 Computer Fraud: Included Computer Fraud Sublimit Per Occurrence: \$10,000 Data Compromise Liability: Included Network Security Liability: Included Electronic Media Liability: Included
Employee Benefits Liability Coverage	CG 04 35 12 07	<b>Retroactive Date:</b> 07/01/1995 <b>Aggregate Limit:</b> \$3,000,000 <b>Deductible:</b> 1000 <b>Limit:</b> \$1,000,000
Non-Cumulation Of Liability (Same Occurrence)	LC 25 13 08 08	
Occurrence - Resulting Property Damage	LC 99 56 04 16	
Personal And Advertising Injury - Occurrence Redefined	LC 29 06 08 08	
Personal And Advertising Injury Redefined - Definition Of Publication	LC 29 04 08 08	
Premium Responsibility	LC 99 36 02 13	
Public Entity Immunity And Tort Cap Preservation Endorsement	LIL 90 09 05 17	
School Amendatory Endorsement	LC 99 44 07 18	
Sexual Misconduct Liability Coverage	LC 04 91 07 21	<b>Fill-In: Sexual Misconduct Liability (Occurrence)</b>

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# General Liability

## Forms & Endorsements

Form Name	Form Number	Fill-Ins
		Each Sexual Misconduct: \$1,000,000 Aggregate Sexual Misconduct: \$1,000,000 Sexual Misconduct Liability Deductible:\$10,000
Violent Event Response Coverage For Schools	LC 04 78 02 20	<b>Fill-In:</b> Each Violent Event Limit - Response Expenses and Loss: \$300,000 Aggregate Limit - Response Expense and Loss: \$300,000 Each Person Limit - Loss: \$25,000 Each Person Limit - Death Benefits: \$15,000

### Declaration

Form Name	Form Number	Fill-Ins
Commercial General Liability Declarations	LC 00 04 08 12	
Declarations Extension Schedule	LCS 00 02 05 12	
Declarations Extension Schedule - Classification Descriptions	LCS 00 01 05 12	
Declarations Extension Schedule - Miscellaneous Charges	LCS 00 03 05 12	

### Notice to Policyholder

Form Name	Form Number	Fill-Ins
Important Information Regarding Cyber Suite Claims Reporting and Response and Risk Control Services and Risk Control Services	CNL 90 17 04 24	
Kentucky Notice To Policyholders	EN 90 09 01 10	

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**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# General Liability

## Forms & Endorsements

Form Name	Form Number	Fill-Ins
Liberty Mutual Group Privacy Notice	SNI 04 01 06 24	
Policyholder Disclosure Terrorism Risk Insurance Act	SNI 90 02 01 20	
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	IL P 001 01 04	

### Other Exclusion

Form Name	Form Number	Fill-Ins
Asbestos Exclusion	LC 21 01 06 05	
Cyber Suite Amendatory Endorsement	LC 21 201 12 23	
Discrimination Exclusion	LC 21 04 06 05	
Employment - Related Practices Exclusion	CG 21 47 12 07	
Exclusion - Access Or Disclosure of Confidential or Personal Material or Information	CG 21 06 12 23	
Exclusion - Climbing Or Rappelling Walls	LC 21 119 02 14	
Exclusion - Cyber Incident	CG 40 35 12 23	
Exclusion - Failure To Supply	CG 22 50 04 13	
Exclusion - Firearms	LC 21 155 08 18	
Exclusion - Law Enforcement Professional Liability	LC 21 110 08 18	
Exclusion - Medical Payments - Day Care Centers	CG 22 40 01 96	
Exclusion - Silica (Schools)	LC 21 111 02 14	
Exclusion - Trampolines	LC 21 112 02 14	

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**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# General Liability

## Forms & Endorsements

Form Name	Form Number	Fill-Ins
Exclusion - Violation of Law Addressing Data Privacy	CG 00 69 12 23	
Fungi or Bacteria Exclusion (Legionella Bacterium Excluded)	LC 21 91 09 12	
Lead Exclusion	LC 21 06 06 07	
Nuclear Energy Liability Exclusion Endorsement (Broad)	IL 00 21 09 08	

### Policy Cover

Form Name	Form Number	Fill-Ins
Participating Provision	LIL 90 05 06 13	

### TRIA Exclusions

Form Name	Form Number	Fill-Ins
Alaska Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CG 26 93 01 15	
Arkansas Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CG 26 86 01 15	
Cap On Losses From Certified Acts Of Terrorism	CG 21 70 01 15	
Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CG 21 76 01 15	

**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# School Leaders Errors Omissions

## Premium Details

Underwriting Company: **Liberty Mutual Fire Insurance Company**  
 Rating Plan: **Guaranteed Cost**  
 Named Insured: **Simpson County Board of Education**

Coverages	Premium
School Leaders Errors & Omissions (SLEO) Premium	\$24,199
Non-Monetary Relief Defense Coverage	Included
Terrorism Risk Insurance Act (TRIA) Premium	\$242
<b>Total Estimated Premium with TRIA, Taxes, Assessments &amp; Surcharges*</b>	<b>\$24,441</b>

\*TRIA Premium, Taxes, Surcharges & Assessments are estimates and are subject to change based upon coverage changes, exposure changes and/or final written premium.  
 May be subject to audit.

Coverages	Limits of Liability	Deductibles
Each Wrongful Act	\$1,000,000	\$10,000
Aggregate	\$1,000,000	-
Non-Monetary Relief Defense Coverage	\$100,000	\$10,000

This insurance does not apply to "wrongful acts" committed prior to the **Retroactive Date: 07/01/1995. Claims-made Inception Date: 07/01/2016.**



# School Leaders Errors Omissions

## Forms & Endorsements

Form Name	Form Number	
Amendment of Other Insurance Condition	LC 24 33 02 14	
Annual Meeting Notice	LIL 90 04 06 13	
Cap On Losses From Certified Acts Of Terrorism	LC 21 128 05 17	
Common Policy Conditions	IL 00 17 11 98	
Declarations Extension Schedule	LCS 00 02 05 12	
Declarations Extension Schedule - Classification Descriptions	LCS 00 01 05 12	
Deductible Insurance - Non-Monetary Relief Claims	LC 03 50 02 20	
Defense Erodes Deductible - Monetary Damages Claims	LC 03 71 12 23	
Exclusion - Access or Disclosure of Confidential or Personal Material or Information	LC 21 174 08 24	
Exclusion - Cyber Incident	LC 21 203 12 23	
Exclusion - Eminent Domain, Inverse Condemnation, Adverse Possession	LC 21 113 02 14	
Exclusion - Firearms	LC 21 153 08 18	
Exclusion - Law Enforcement Professional Liability	LC 21 115 08 18	
Exclusion - Recording And Distribution Of Material In Violation Of Law	LC 21 175 12 21	
Exclusion - Tax Assessment	LC 21 114 02 14	
Exclusion - Violation of Law Addressing Data Privacy	LC 21 204 12 23	

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**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# School Leaders Errors Omissions

## Forms & Endorsements

Form Name	Form Number	
Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	LC 21 130 05 17	
Form Inventory	IC 00 42 07 09	
Insured Mailer	CNI 90 04 01 12	
Kentucky Changes - Cancellation and Nonrenewal	LC 32 650 02 20	
Liberty Mutual Group Privacy Notice	SNI 04 01 06 24	
Policyholder Disclosure Terrorism Risk Insurance Act	SNI 90 02 01 20	
Producer Mailer	CNI 90 05 01 12	
Public Entity Immunity And Tort Cap Preservation Endorsement	LIL 90 09 05 17	
School Leaders Errors and Omissions Liability Coverage Form	LC 00 12 02 20	
School Leaders Errors and Omissions Liability Declarations	LC 00 18 07 20	
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	IL P 001 01 04	

**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# Law Enforcement Liability

## Premium Details

Underwriting Company: **Liberty Mutual Fire Insurance Company**  
 Rating Plan: **Guaranteed Cost**  
 Named Insured: **Simpson County Board of Education**

Coverages	Premiums
Law Enforcement / Security Guards Personal Liability Premium	\$2,219
Non-Monetary Relief Defense Premium	Included
Terrorism Risk Insurance Act (TRIA) Premium	\$22
<b>Total Estimated Premium with TRIA, Taxes, Assessments &amp; Surcharges*</b>	<b>\$2,241</b>

\*TRIA Premium, Taxes, Surcharges & Assessments are estimates and are subject to change based upon coverage changes, exposure changes and/or final written premium.  
 May be subject to audit.

Coverages	Limits of Liability	Deductibles
Each Wrongful Act	\$1,000,000	\$5,000
Aggregate	\$1,000,000	-
Non-Monetary Relief Defense Coverage	\$100,000	N/A

The insurance does not apply to "wrongful acts" committed prior to the **Retroactive Date: 7/1/2012. Claims-made Inception Date: 7/1/2016.**

# Law Enforcement Liability

## Forms & Endorsements

Form Name	Form Number	
Annual Meeting Notice	LIL 90 04 06 13	
Cap On Losses From Certified Acts Of Terrorism	LC 21 128 05 17	
Common Policy Conditions	IL 00 17 11 98	
Declarations Extension Schedule	LCS 00 02 05 12	
Declarations Extension Schedule - Classification Descriptions	LCS 00 01 05 12	
Exclusion - Access or Disclosure of Confidential or Personal Material or Information	LC 21 174 08 24	
Exclusion - Cyber Incident	LC 21 203 12 23	
Exclusion - Firearms	LC 21 154 08 18	
Exclusion - Recording And Distribution Of Material In Violation Of Law	LC 21 175 12 21	
Exclusion - Violation of Law Addressing Data Privacy	LC 21 204 12 23	
Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	LC 21 130 05 17	
Form Inventory	IC 00 42 07 09	
Insured Mailer	CNI 90 04 01 12	
Kentucky Changes - Cancellation and Nonrenewal	LC 32 650 02 20	
Law Enforcement Professional Liability Coverage Form	LC 00 13 02 20	
Law Enforcement Professional Liability Declarations	LC 00 16 02 20	
Liberty Mutual Group Privacy Notice	SNI 04 01 06 24	

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**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# Law Enforcement Liability

## Forms & Endorsements

Form Name	Form Number	
Non-Monetary Relief Defense Coverage	LC 99 49 02 20	
Policyholder Disclosure Terrorism Risk Insurance Act	SNI 90 02 01 20	
Producer Mailer	CNI 90 05 01 12	
Public Entity Immunity And Tort Cap Preservation Endorsement	LIL 90 09 05 17	
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	IL P 001 01 04	

**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# Property

## Premium Details

Underwriting Company: **Liberty Mutual Fire Insurance Company**  
Rating Plan: **Not Applicable**  
Named Insured: **Simpson County Board of Education**

Premium Type	Premium Amount
Policy Premium	
Excluding premium for certified act(s) of terrorism (TRIA)	\$186,967
Certified act(s) of terrorism (TRIA)	\$1,482
	\$0
<b>Total Policy Premium</b>	<b>\$188,449</b>

The premiums shown for State or Municipal Taxes, Surcharges or Other are estimates only and are subject to adjustment. Final numbers will be reflected on the actual policy.

If you change your coverage election for "certified act(s) of terrorism" (TRIA), the Total Policy Premium amount shown on the proposal will be recalculated.

\*Terrorism Risk Insurance Act

## Insured Property Values

Description of Property	Insurable Values
Real Property	\$172,475,449
Personal Property	\$18,249,236
<b>Total</b>	<b>\$190,724,685</b>

A properly executed Loss of Income Worksheet must be received within 30 days of binding. Additional premium may be required at that time.

# Property

## Limits of Insurance

Coverages	Limits of Insurance*
Insurance applies on a BLANKET basis only to a coverage or type of property shown below for which a Limit of Insurance is shown below, and then only at the Covered Locations for which a value for such coverage is shown below or for locations subsequently reported to and insured by us.	See Statement of Values
<b>All locations</b>	
Real Property and Personal Property	\$189,765,377
Extra Expense	\$5,000,000
<b>4.3 - 4.4</b>	
Real Property and Personal Property	\$959,308

\*Limits of Insurance apply in any one occurrence, unless otherwise stated.

### Valuation Provision:

Replacement cost (subject to limitations) applies to covered property.

Valuation Exception(s):	Covered Locations
Real Property Actual Cash Value applies to Covered Locations:	4.3, 4.4
Personal Property Actual Cash Value applies to Covered Locations:	4.3, 4.4
Actual Cash Value - Roof(s) applies to Covered Locations:	9.1, 6.1 - 6.14, 5.1 - 5.2, 4.1 - 4.5, 7.1 - 7.5, 1.1 - 2.17, 3.1 - 3.4, 8.1 - 8.13

# Property

## Equipment Breakdown

Coverage or Covered Equipment	Limits of Insurance*
<b>All Locations</b>	
Covered Equipment	Equipment Breakdown Cause of Loss applies to all Covered Locations
Extra Expense	Equipment Breakdown Cause of Loss applies to all Covered Locations

\*Limits of Insurance are in any one Equipment Breakdown Accident, unless otherwise stated

Coverage Extensions	Limits of Insurance*
<b>All Locations</b>	
Ammonia Contamination	\$250,000
Expediting Expense	\$250,000
Hazardous Substances Contamination other than Ammonia	\$250,000
Spoilage	\$250,000

\*Limits of Insurance are in any one Equipment Breakdown Accident, unless otherwise stated



# Property

## Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
Accounts Receivable	\$250,000
Arson Reward	\$50,000
Contract Penalties	\$25,000
Course of Construction	
Physical Damage	\$500,000
Number of consecutive days that Physical Damage applies	180 days
Cyber Incident	\$25,000
Debris Removal	\$1,000,000
Windblown Debris	\$50,000
Deferred Payments	\$50,000
Electronic Data	\$25,000
Errors and Omissions	\$250,000
Exhibitions, Expositions, Trade Shows, Fairs	\$100,000
Fire Department Service Charges	\$25,000
Fine Arts	
Physical Damage	\$100,000
For any one item	\$10,000
Fungus, Wet Rot, Dry Rot or Bacteria	
Physical Damage	\$250,000
Extra Expense	Included in Fungus PD limit
Number of consecutive days that Extra Expense applies	180 days
Installation of Personal Property	\$250,000
Lock and Key Replacement	\$50,000
Mobile Equipment or Tools	
Mobile Equipment or Tools will be valued at	Actual Cash Value (ACV)
Physical Damage	\$100,000
Newly acquired Mobile Equipment or Tools you own or you rent	\$100,000

Continued on next page...

# Property

## Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
Miscellaneous Unnamed Locations	
Physical Damage	\$100,000
Business Income	EXCLUDED
Causes of Loss Flood	Does not apply
Causes of Loss Earth Movement	Does not apply
Causes of Loss Earthquake	Does not apply
Newly Acquired Locations	
Physical Damage	\$2,500,000
Number of consecutive days that Physical Damage applies	180 days
Extra Expense	Included in Newly Acquired Locations PD limit
Causes of Loss Flood	Does not apply
Causes of Loss Earth Movement	Does not apply
Causes of Loss Earthquake	Does not apply
Ordinance or Law	
Demolition & Increased Cost of Construction	\$5,000,000
Value of the Undamaged Portion of Real Property	INCLUDED
Personal Effects of Employees	
Physical Damage	\$100,000
For any one employee	\$10,000
Pollutant Clean Up Expense	
Physical Damage	\$100,000
Protection and Preservation of Property	
Physical Damage	\$100,000
Number of consecutive days that Physical Damage applies	30 days
Professional Fees	\$250,000
Salespeople Personal Property	\$50,000
Transit	

Continued on next page...

# Property

## Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
Personal Property	\$100,000
Trees, Shrubs, Plants	
Physical Damage	\$250,000
For any one item	\$10,000
Utility Services	
Coverage for Above Ground and Underground Transmission Lines:	
Physical Damage	EXCLUDED
Physical Damage	\$250,000
Causes of Loss Cloud	Applies
Causes of Loss Internet	Applies
Causes of Loss Power Supply	Applies
Causes of Loss Communication Supply	Applies
Causes of Loss Water Supply	Applies

\*Limits of Insurance are in any one occurrence, unless otherwise stated

### Time Element Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
Attraction Property	EXCLUDED
Contingent Property	
Actual loss of Extra Expense incurred due to loss or damage at Contingent Properties within the coverage territory	EXCLUDED
Actual loss of Extra Expense incurred due to loss or damage at Contingent Properties outside of the coverage territory	EXCLUDED
Causes of Loss Named Storm	Does not apply

Continued on next page...

# Property

## Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
Causes of Loss Flood	Does not apply
Causes of Loss Earth Movement	Does not apply
Causes of Loss Earthquake	Does not apply
Causes of Loss Equipment Breakdown Accident	Does not apply
Crisis Event Caused By Violent Crime	
Crisis Event Extra Expense	\$250,000
Number of consecutive days that Crisis Event Extra Expense applies	30 days
Civil or Military Authority	
Extra Expense	INCLUDED
Coverage Period:	30 days
Coverage Radius Distance:	1 miles
Qualifying Period:	72 hours
Causes of Loss Flood	Does not apply
Causes of Loss Earth Movement	Does not apply
Causes of Loss Earthquake	Does not apply
Ingress/Egress	
Extra Expense	\$50,000
Number of consecutive days that Extra Expense applies	30 days
Coverage Radius Distance:	1 miles
Qualifying Period:	24 hours
Causes of Loss Named Storm	Does not apply
Causes of Loss Flood	Does not apply
Causes of Loss Earth Movement	Does not apply
Causes of Loss Earthquake	Does not apply
Secondary Contingent Property	

Continued on next page...

# Property

## Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
Actual loss of Extra Expense incurred due to loss or damage at Secondary Contingent Property within the coverage territory	EXCLUDED
Actual loss of Extra Expense incurred due to loss or damage at Secondary Contingent Property outside of the coverage territory	EXCLUDED
Causes of Loss Named Storm	Does not apply
Causes of Loss Flood	Does not apply
Causes of Loss Earth Movement	Does not apply
Causes of Loss Earthquake	Does not apply
Causes of Loss Equipment Breakdown Accident	Does not apply

\*Limits of Insurance are in any one occurrence, unless otherwise stated

# Property

## Industry Coverage Extensions

Coverage Name	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius*
<b>Educational Institutions</b>	
Animals	\$25,000 \$1,500 any one animal
Broadened Covered Location Distance	1250 feet
Classroom Chemical Spills	\$50,000 in any one policy period
Fire Protective Equipment Recharging	Real Property limit applicable in any one policy period
Land Improvement	\$973,929
Miscellaneous School Property at School Sponsored Events Away from a Covered Location	\$410,000
Personal Effects of your Students	\$100,000 max in any one policy period \$5,000 any one student

\*Limits of Insurance are in any one occurrence, unless otherwise stated

# Property

## Catastrophe Coverages

Coverage	Limits of Insurance*
<b>Earthquake Coverage</b>	
Total Earthquake Policy Period Limit of Insurance is the maximum amount payable in this policy for all covered loss or damage for the Cause of Loss Earthquake regardless of the number of occurrences during the Policy Period	\$5,000,000
All Earthquake losses in the following States, Territory, Earthquake Hazard Zones or specific Covered Locations as described below are included in and not in addition to the Total Earthquake Policy Period Limit of Insurance	
All Locations	\$5,000,000 Policy Period
AK, CA, HI, PR	Excluded
New Madrid - Zone 1 and Zone 2	Excluded
Pacific NW Zone	Excluded
Nevada	Excluded
<b>Flood Coverage</b>	
Total Flood Policy Period Limit of Insurance is the maximum amount payable in this policy for all covered loss or damage for the Cause of Loss Flood regardless of the number of occurrences during the Policy Period	\$1,000,000
All Flood losses in the following Flood Hazard zones are included in and not in addition to the Total Flood Policy Period Limit of Insurance.	
Flood Hazard - Low	\$1,000,000 Policy Period
Flood Hazard - High and Moderate	Excluded

\*Limits of Insurance are in any one occurrence, unless otherwise stated

# Property

## Endorsements

Form Name	Form Number	Limits of Insurance and/or Deductibles(s)*
Actual Cash Value Roofs	LPP 3000 12 21	See Endorsement
Property At a Miscellaneous Unnamed Location	LPP 3009 12 21	See Endorsement
Roof Surfacing Cosmetic Loss Exclusion	LPP 4005 12 21	See Endorsement
Cap On Losses From Certified Act(s) Of Terrorism	LPP 1034 12 21	
Cause Of Loss - Earthquake	LPP 2002 12 23	
Equipment Breakdown - Cause Of Loss	LPP 2005 12 21	
Cause of Loss - Flood	LPP 2006 12 23	
Liberty Mutual Property Protector - Educational Institutions	LPP 5002 12 21	

\*Limits of Insurance are in any one occurrence, unless otherwise stated

**Refer to Draft Policy for additional endorsements not shown**



# Property

## Deductibles & Waiting Period

### Policy

Coverage Name	Deductible Amount*
<b>All Locations</b>	
All locations	\$10,000

\*Deductibles apply in any one occurrence unless otherwise stated.

### Catastrophe Coverage

Coverage Name	Deductible Amount*
<b>Earthquake</b>	
All locations	10% Subject to a minimum deductible of \$100,000
<b>Flood</b>	
Flood Hazard - Low	\$100,000
<b>Named Storm</b>	
All Locations	2% Subject to a minimum deductible of \$100,000 at each Covered Location
<b>Water Damage</b>	
All Locations	\$50,000
<b>Hail/Windstorm other than Named Storm</b>	
All Locations	2% Subject to a minimum deductible of \$100,000 at each Covered Location

\*Deductibles apply in any one occurrence unless otherwise stated.

### Equipment Breakdown

Coverage Name	Deductible Amount*
---------------	--------------------

\*Deductibles apply in any one occurrence unless otherwise stated.

### Coverage Extensions

Coverage Name	Deductible Amount*
Mobile Equipment or Tools	
Mobile Equipment or Tools	\$1,000
Miscellaneous Deductible	

Continued on next page...

# Property

## Deductibles & Waiting Period

Coverage Name	Deductible Amount*
To Each item of Miscellaneous School Property , in any one occurrence:	\$1,000
To Each of your cellular phones, laptop computers, or other personal electronic devices while in the possession of You, Your Employees, or Your Assigned Students, in any one occurrence, in any one occurrence:	\$1,000

\*Deductibles apply in any one occurrence unless otherwise stated.

## TERRORISM COVERAGE ELECTION FORM

Simpson County Board of Education  
430 S College St  
Franklin KY 42134

Effective: 07/01/2025

### Please indicate your election to accept or reject this offer below:

☐

I hereby elect to purchase coverage for "certified acts of terrorism" for the policy period for \$1,482.

☐

I hereby reject this offer of coverage for the policy period. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism".

### Mandatory Premium Disclosure Statement

Fire insurance is mandatory in some states. The premium charge for fire losses that result from "certified acts of terrorism" and occur in states that require this coverage is \$0 and is included in the total premium amount shown above. This mandatory premium will be charged whether you accept or reject terrorism coverage.

### Policyholder Acknowledgement

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for "certified acts of terrorism," the premium charge for losses covered by TRIA, and the Company's limit of liability should losses covered by TRIA exceed \$100 billion.

\_\_\_\_\_  
Policyholder/Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Policyholder/Applicant Signature

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your sales representative or agent.

# Crime

## Premium Details

Underwriting Company: **Employers Insurance Company of Wausau**  
Rating Plan: **Guaranteed Cost**  
Named Insured: **SIMPSON COUNTY BOARD OF EDUCATION**

Premium	
Estimated Premium	\$845
Taxes, Assessments & Surcharges	\$0
<b>Total Estimated Premium with Taxes, Assessments &amp; Surcharges</b>	<b>\$845</b>

Coverages	Limits of Insurance	Deductibles
Employee Theft - Per Employee	\$250,000	\$2,500
Government Faithful Performance of Duty	\$250,000	\$2,500

Any other requested coverages not included will require further discussion prior to providing.

# Crime

## Forms & Endorsements

Form Name	Form Number	Fill-Ins
Reporting A Commercial Claim 24 Hours A Day	CNI 90 11 07 18	
Add Faithful Performance Of Duty Coverage For Government Employees	CR 25 19 08 13	
Annual Meeting Notice	LIL 90 04 06 13	
Common Policy Declarations	IC0002 03 05	
Crime Declarations	EY DS 01 03 13	
Exclusion of Terrorism	EY 07 01 04 19	
Form Inventory	IC 00 42 07 09	
Government Crime Policy (Loss Sustained Form)	CR 00 27 08 13	
Kentucky Changes	CR 02 32 10 10	
Kentucky Changes - Termination Of Employee	CR 02 53 10 10	
Kentucky Local Government Premium Tax Schedule	IC 00 43 12 08	
Kentucky Notice To Policyholders	EN 90 09 01 10	
Liberty Mutual Group Privacy Notice	SNI 04 01 06 24	
Notice To Policyholders-Restriction Of Coverage	CNC 90 02 04 19	
Property/Crime/Inland Marine Schedule	IC 00 40 04 25	
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	IL P 001 01 04	

**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

# Umbrella

## Premium Details

Underwriting Company: **Liberty Insurance Corporation**  
Rating Plan: **Guaranteed Cost**  
Named Insured: **Simpson County Board of Education**

Premium	
Estimated Coverage Premium	\$45,799
Terrorism Risk Insurance Act (TRIA) Premium	\$1,145
Taxes, Assessments & Surcharges	\$0
<b>Total Estimated Premium with TRIA, Taxes, Assessments &amp; Surcharges*</b>	<b>\$46,944</b>

\*TRIA Premium, Surcharges & Assessments are estimated and are subject to change based upon coverage changes, exposure changes, and/or written premium. May be subject to audit.  
**Tax calculation for the purpose of KY will be calculated at time of binding.**

Coverage	Limits of Liability
Each Occurrence Limit	\$5,000,000
General Aggregate Limit	\$5,000,000
Products - Completed Operations Aggregate Limit	\$5,000,000
Self-Insured Retention - Each Occurrence	\$10,000

# Umbrella

## Underlying Schedule

Underlying Schedule	Limits	Writing Company & Effective Date
<b>Auto Liability</b>		
Combined Single Limit	\$2,000,000	The First Liberty Insurance Corporation 07/01/2025 - 07/01/2026
<b>General Liability</b>		
Each Occurrence	\$1,000,000	LM Insurance Corporation 07/01/2025 - 07/01/2026
General Aggregate	\$2,000,000	
Products/Completed Operations Aggregate	\$2,000,000	
Personal & Advertising Injury Limit	\$1,000,000	
<b>Sexual Misconduct Liability</b>		
Each Sexual Misconduct	\$1,000,000	LM Insurance Corporation 07/01/2025 - 07/01/2026
Aggregate Sexual Misconduct	\$1,000,000	
<b>Employee Benefits Liability</b>		
Each Employee	\$1,000,000	LM Insurance Corporation 07/01/2025 - 07/01/2026
Aggregate	\$3,000,000	
<b>Law Enforcement Liability</b>		
Each Wrongful Act	\$1,000,000	Liberty Mutual Fire Insurance Company 07/01/2025 - 07/01/2026
Aggregate	\$1,000,000	
<b>School Leaders Errors &amp; Omissions</b>		
Each Wrongful Act	\$1,000,000	Liberty Mutual Fire Insurance Company 07/01/2025 - 07/01/2026
Aggregate	\$1,000,000	

# Umbrella

## Forms & Endorsements

Form Name	Form Number	Fill-Ins
Access or Disclosure of Confidential or Personal Material or Information Exclusion	LCU 21 84 12 23	
Cap On Losses From Certified Acts Of Terrorism	LCU 60 04 01 18	
Climbing Or Rappelling Walls Exclusion	LCU 21 105 01 18	
Commercial Liability - Umbrella Coverage Form	LCU 00 01 01 18	
Commercial Liability - Umbrella Declarations	LCU 00 02 01 18	
Crisis Management Coverage	LCU 04 11 01 18	<b>Liberty Mutual Preferred Public Relations Vendor:</b> Weber Shandwick <b>Liberty Mutual Claims:</b> 1-800-362-0000 <b>Crisis Management Expense Aggregate Limit:</b> \$250,000
Cyber Incident Exclusion	LCU 21 222 12 23	
Employer's Liability Exclusion	LCU 21 12 01 18	
Failure To Supply Exclusion	LCU 21 02 01 18	
Failure To Supply Exclusion - Tangible Property Exception	LCU 21 75 01 18	
Firearms Exclusion - Schools	LCU 21 159 08 18	
Foreign Liability Limitation	LCU 24 09 09 19	
Fungi or Bacteria Exclusion (Legionella Bacterium Excluded)	LCU 21 203 11 22	
Kentucky Changes - Cancellation And Nonrenewal	LCU 02 10 01 18	

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**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

**TRIA:** See the Terms & Conditions section for a list of endorsements that will be added to your policy depending on whether TRIA is accepted or rejected.



Form Name	Form Number	Fill-Ins
Kentucky Notice to Policyholders (when KY surcharge on policy)	EN 90 09 01 10	
Lead Exclusion	LCU 21 122 01 18	
Liberty Mutual Group Privacy Notice	SNI 04 01 06 24	
Non-Cumulation Of Liability (Same Occurrence)	LCU 25 09 01 18	
Occurrence - Resulting Property Damage	LCU 29 17 02 20	
Participating Provision	LIL 90 05 06 13	
Personal and Advertising Injury Redefined - Definition of Publication	LCU 29 19 04 22	
Policyholder Disclosure Terrorism Risk Insurance Act	SNI 90 02 01 20	
Public Entity Immunity And Tort Cap Preservation	LCU 22 04 01 18	
Punitive Damages Related To A Certified Act Of Terrorism Exclusion	LCU 60 06 01 18	
Schedule of Forms and Endorsements	LCS 00 16 10 23	
School Amendatory Endorsement	LCU 04 20 02 20	
School Law Enforcement Professional Liability Coverage Limitation (Claims-Made)	LCU 04 22 02 20	<b>Claims-Made Inception Date:</b> 07-01-2016 <b>Retroactive Date:</b> 07-01-2012
School Leaders Errors And Omissions Liability Coverage Limitation (Claims Made)	LCU 04 19 12 22	<b>Claims-Made Inception Date:</b> 07-01-2016 <b>Retroactive Date:</b> 07-01-1995

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**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

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# Umbrella

## Forms & Endorsements

Form Name	Form Number	Fill-Ins
Schools-Unlawful Discrimination Limitation	LCU 04 38 04 22	
Sexual Misconduct Liability Coverage Limitation	LCU 04 13 07 21	
Silica Or Silica-Related Dust Exclusion	LCU 21 19 01 18	
Total Pollution Exclusion	LCU 26 01 01 18	
Trampoline Exclusion	LCU 21 106 01 18	
Underlying Coverage Requirement For Certified Acts Of Terrorism	LCU 60 01 01 18	
Violation of Law Addressing Data Privacy Exclusion	LCU 21 223 12 23	

**Note:** Endorsement numbers listed above may be replaced with/or used in conjunction with State Specific endorsements. The forms listed on this proposal are not all inclusive of the forms that will be included in the published policy.

**TRIA:** See the Terms & Conditions section for a list of endorsements that will be added to your policy depending on whether TRIA is accepted or rejected.

Estimated Exposures	Revenue	\$150,000
	Students	2,950
	Power Units	
	Passenger Transport	36
	Light Trucks	21
	Private Passenger Type	1
	Medium Trucks	0
	Heavy Trucks	0
	Extra Heavy Trucks	0
	Tractor	0
	<b>Total:</b>	58

# The Liberty Mutual Advantage



## Experience the Liberty Mutual Difference.

Industries evolve. Market conditions shift. Risks change. That's why you need the stable partnership of a global leader with strength in every corner. When you work with Liberty Mutual you can expect industry-leading coverages delivered by a team that is empowered to provide a superior experience. With experts in underwriting, risk control, claims, and more, we harness innovation to address your concerns at each touch point. Look to Liberty if you value long-term partnership and want a carrier with the expertise and stability to adapt as your business changes.

## The Liberty Mutual Advantage

### **Financial Strength**

Working with a Fortune 100 company, you get the advantage of more: more industry-leading resources and deeper expertise in more areas, including outstanding access to quality care and powerful return-to-work strategies and risk control strategies.

### **Industry Expertise**

With 100+ years in business, we have deeply earned experience in your industry. At every touch point – from how we underwrite to how we manage claims – we have the experience you need. It's our business to know your business. Our experts understand the challenges you face and are ready to help mitigate risk at every level.

### **A Superior Customer Service Experience**

Work with engaged, responsive professionals, from onboarding to claims management. We collaborate constantly to ensure your program is designed and operating for optimal results. We back this with technologies that maximize agility and efficiency – plus the steadfastness of an established partner. Count on us to stay focused on you.

### **Industry-leading Claims Handling**

Our specialized approach leads to better outcomes and a better overall experience. Superior claims experience enabled by unparalleled focus on exceptional people, innovation and harnessing data to put your business ahead.

### **Advanced Risk Control and Engineering\***

We can help lower your total cost of risk by providing access to resources that can help you identify exposures and practical ways to mitigate them. You benefit from relevant insights and practical programs that address your areas of greatest loss, such as workplace injuries, product recalls, and property damage.

\*Our risk control services are advisory only. We assume no responsibility for management or control of customer safety activities nor implementation of recommended corrective measures.

# Services

Providing you with a great experience is important to us. Here are some of the services that you'll receive when you join us:

## Account Management Services

- Designated Account Management Team
- Seamless onboarding to Liberty Mutual
  - Policy number assignment and signature documents
  - Claim intake procedures
  - Policy issuance
  - Quick action on state reporting and posting notices
  - Set up and training for Liberty Mutual's online portal and Risk Management Information System
- Facilitation/Navigation of a smooth claims experience by quickly addressing questions and resolving issues

## Claims Services

- 24 Hour Emergency Claims Service Center
- 24 Hour Claim Reporting – Internet & Telephonic
- Claimant and Customer contact on Liability Bodily Injury claims in 1 business day
- Injured Worker, Employer, and Medical Provider contact on WC Indemnity claims
- Claims Acknowledgements within 24 hours
- Comprehensive Liability and/or Compensability Investigations
- Customer Specific Location Coding for WC
- Designated National Claims Service Teams
- Notification of relevant claims team changes
- Fraud Investigations and Handling
- Index Bureau Reporting
- On-line Medical Provider Referral Service
- Catastrophic Case Management Unit available for WC when referral is needed
- Second Injury Fund Recovery for WC
- Notification of reserve changes equal to or exceeding \$20,000
- Notification of settlements equal to or exceeding \$20,000

## Litigation Management Services

Liberty Mutual reserves the right to retain and direct legal counsel:

Liberty Mutual Staff Counsel or Managed Panel Counsel will be used unless otherwise directed by Liberty Mutual or agreed upon.

A Defense Cost Containment fee (3.2% of paid) will be charged when any non-Liberty Mutual Staff Counsel is retained.

# Services

## Risk Control Services

On-demand Risk Control resources including:

- Risk Control Consulting Center
- Access to comprehensive safety and health resources through Liberty Mutual SafetyNet (an online destination for safety tools, training, and resources)

## Technology Services

- Access to Liberty Mutual's online portal to include:
  - o Account and billing information
  - o Risk control services and medical providers
  - o Reporting and tracking claim activity through RISKTRAC
- Access to RISKTRAC, Liberty Mutual's Risk Management Information System
  - o View adjuster claim notes and monitor activity
  - o Create watch lists to keep track of important claims
  - o Set alerts to be notified of reserve and payment activity

Please speak with your Underwriter if additional services are needed.

# Terms & Conditions

This proposal is valid for 60 days from the Date of Proposal or until the Effective Date (whichever is earlier) and is solely an estimate of premium, based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

We are willing to provide only the coverage described by this document. This document is a proposal to provide coverage based solely on these specifications. We will not be bound or obligated by proposals, specifications, or requests prepared by any other party. Further, this coverage is not bound until expressly accepted, in writing, by a Liberty Mutual Insurance employee who is authorized to bind these coverages. Finally, this document is not a policy of insurance. Coverage will be determined by the terms and conditions of the policy or policies issued by us. This document was created and distributed to you solely for information purposes only. You must look to and rely upon the full terms and conditions of the policy to determine the nature and extent of coverage.

To learn more about Liberty Mutual's privacy policy, go to [libertymutual.com/privacy](https://libertymutual.com/privacy)

This proposal and any policy or contract that may be issued pursuant to this proposal, is based on the information you or your authorized representative provided regarding named and additional insureds. In the event that individuals, entities, vessels or countries that have a direct or indirect interest in the quoted insurance coverage are subject to U.S. or foreign financial sanctions laws, or appear on any domestic or foreign list of persons with whom we are prohibited from doing business or conferring financial benefit, Liberty Mutual Insurance reserves the right to amend this proposal or to withdraw it in its entirety; and, in the event a policy of insurance or a contract for other benefits is issued by us prior to or after learning that any subject persons or entities appear on the prohibited list, or otherwise are identified in connection with an economic sanctions program, Liberty Mutual Insurance reserves the right to declare any such issued policy or contract null, void and without legal or binding effect, such voiding to be effective from the otherwise effective date of such issued policy or contract and regardless of whether any circumstance has arisen, or there has been an occurrence since such issuance that would be material to the duties and responsibilities set forth in such policy or contract.

# Terms & Conditions

## Property: Offer of Coverage for "Certified Acts of Terrorism"

This proposal includes an offer of coverage for "Certified Acts of Terrorism" (as defined by the Terrorism Risk Insurance Act).

You can elect to:

- Accept the offer of coverage at the indicated premium as stated in this Proposal, or
- Reject the offer of coverage for "Certified Acts of Terrorism".

If you reject this coverage, then an exclusion for "Certified Acts of Terrorism" (as defined by the Terrorism Risk Insurance Act) will apply.

Please refer to the Terrorism Insurance Premium Disclosure within this proposal and return the completed Terrorism Coverage Election Form to the Liberty Mutual Underwriting Team listed in the insurance proposal.

## Quote Stipulations

We reserve the right, but are not required, to inspect any location insured hereunder. This proposal is subject to favorable inspections and compliance with any recommendations made as a result of such inspections. We stress that inspections are not made for life safety, but for the sole purpose of our property underwriting. Not all hazards and conditions are evaluated. It is not to be inferred from our visits that all hazards are under control nor that the properties and operations are safe or healthful or are in compliance with laws, rules, or regulations.

We have provided a draft property policy to help you make an informed decision regarding your insurance needs, but it is for informational purposes only and is not a final policy of insurance. Your coverage will be determined only by the terms and conditions of a final policy and not by the linked draft policy.

A properly executed SOV and, if applicable, Loss of Income Worksheet must be received within 30 days of binding. Additional premium may be required at that time.

All policy coverages, terms, and conditions are subject to applicable State Amendatory Endorsements.

If the Named Insured's signature is required for any of the policies or coverages included in this proposal, they must be signed by the proposed Named Insured and returned to us by the effective date of the policy, or within 30 days of receipt, whichever is later. Failure to execute and return any required signature documents within the specified time frame may result in withdrawal of the proposed payment plan, or cancellation or rescission where allowed by law, and/or coverage changes and corresponding premium increase(s) required by law as a result of not having signed forms.

## Services



# Terms & Conditions

These services are provided during the effective period, unless otherwise specified. Services will convert to our standard claims and other services, except as otherwise agreed in writing or stated below, if:

- 1) all of the policies described, including any renewals and rewrites of those policies, are cancelled or non-renewed by you or by us,
- 2) losses are projected to exceed a rating plan maximum, or
- 3) you become insolvent or file for bankruptcy.

We may modify our standard services at any time without notice.

## Claim Service Definitions

Notification: the formal act of alerting the customer/broker when a specific claim action is taking place. Specific actions can include but are not limited to Nurse Case Manager, Field Investigation, Surveillance, Third Party, Reserves and Settlement. No response from customer is required in order for Claims to proceed with their action plan.

## Risk Control Services

Our risk control service is advisory only and does not include:

- Providing for the health and safety of your employees or the public
- Managing or controlling your safety activities or implementing recommended corrective measures
- Identifying all hazards
- Warranting that requirements of any federal, state, or local law, regulation, or ordinance have or have not been met.

To order a jurisdictional inspection contact [LMEBInspections@libertymutual.com](mailto:LMEBInspections@libertymutual.com) or 877-526-0020.

## Regulatory Service Requirements

After the effective date of this policy, we may be required to provide certain services (e.g., managed care) or to re-classify/re-code certain services - under the policy in accordance with filed rating and statistical plans. If this happens, we will align the charges with the filed rating and statistical plans (e.g., medical loss, indemnity loss, allocated loss adjustment expense, or unallocated loss adjustment expense).

# Terms & Conditions

## Risk Management Information Systems (RMIS)

You will have access to certain claims information ("DATA") from the electronic data processing files of the member companies of the Liberty Mutual Insurance. This DATA pertains to claims made against some of the insurance policies or claims service agreements issued to you by our member companies through the risk management information systems (collectively "RMIS").

Access to DATA or media is based on your ongoing acceptance of the terms and conditions listed on the portal used to access RMIS, as well as the following:

- We do not warrant that operation of the RMIS or the DATA provided will be error-free. We make no warranties, express or implied, and further, we DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- You understand and agree that the limit of our liability for any cause of action arising from, or related in any way to RMIS and/or DATA, is for direct damages only. We are not liable to you for any indirect, consequential, punitive, or special damages of any kind or nature.

To the extent that we provide DATA to you through RMIS and/or through any other means or media otherwise, the following terms shall apply:

a. We and you (the "Parties") shall comply with all laws and regulations governing the confidentiality, security, transmission, retransmission, copying, disclosure, and use of information pertaining to individuals, including but not limited to any medical information or non-public information as individually identifiable medical information and non-public, protected personal information of persons as defined in applicable law or regulation.

b. Access to RMIS is restricted to employees for whom the applicable subscription fees have been paid. You shall restrict access to RMIS and DATA to those employees who may lawfully access and use such information unless they agree otherwise in writing.

c. You shall instruct all employees accessing RMIS and DATA with regard to the obligations imposed under paragraphs a. and b. and ensure that your employees fully comply.

Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, subsidiaries, affiliates, and employees from and against any third-party claims\* that the party seeking indemnification may suffer or incur that arises out of:

- Any allegation that the other party's possession of or access to DATA violates any statute or regulation
- Any allegation that the other party's treatment or use of any DATA including, by way of example and not limitation, the transmission, retransmission, communication, or other publication of such DATA, was negligent, grossly negligent or intentionally improper
- The other party's breach of any representation or other obligation arising under this agreement with regard to DATA or RMIS

\*Claims collectively refers to losses, damages, suits, fees, judgments, costs, and expenses, including reasonable attorneys' fees, made by the directors, officers, and employees of the party responsible for indemnification.

# Terms & Conditions

The party seeking indemnification will:

- Promptly let the other party know in writing of any claim for which it is seeking indemnification
- Forward to the other party all documents in its possession related to the matter

Failure to provide prompt notice of a claim for indemnification will not prevent the party's claim for indemnification unless the other party is negatively impacted.

With regard to DATA and RMIS provided according to this section, your obligations and ours will survive indefinitely regardless of the termination of our partnership, any insurance policy, this or any other agreement between the parties.

## **Broker/Third-Party Access**

If you want to extend access to RMIS and/or DATA to your broker/consultant or any third party, they must enter into a separate agreement with us that includes the terms and conditions of such access

## **New Mexico Limitation Of Uninsured/Underinsured Motorist Coverage**

On October 4, 2021, the New Mexico Supreme Court issued an opinion titled *Crutcher v., Liberty Mutual Insurance Company et al* (No. S-1-SC-37478). As a result of the Court's decision, we are required to provide the following clarification of the limitation of Uninsured/Underinsured Motorist Coverage (UM/UIM). In the event of a loss from a motor vehicle accident in which the total reimbursement you receive from the other parties' insurance policies is equal to or in excess of your UM/UIM limit, you may not have any UIM coverage available to you.

An Underinsured Motorist is NOT simply a motorist who does not have sufficient insurance coverage to pay for all of your injuries and/or damages. Rather, an Underinsured Motorist is an operator of a motor vehicle for which the sum of the Limits Of Liability under all bodily injury liability insurance applicable at the time of the accident is less than the Limits Of Liability under all Uninsured/Underinsured Motorist Coverage applicable to you. This means that if you have the same amount of Underinsured Motorist Coverage that an at fault driver carries in liability limits, you may not have any Underinsured Motorist Coverage available to you. For example, if you receive \$25,000 in liability bodily injury benefits from an at fault driver and you have \$25,000 per person in UM/UIM Coverage available to you under your own or someone else's policy, you may not receive any benefits for UIM Coverage under the Policy because that driver would most likely not be an Underinsured Motorist. Similarly, if you received \$50,000 in liability bodily injury benefits from the at fault driver and you have a total of \$50,000 per person in UM/UIM Coverage available to you under your own or someone else's policy, you may not receive any benefits for UIM Coverage under your policy(ies) because that driver would most likely not be an Underinsured Motorist. This is because under New Mexico law, Underinsured Motorist Coverage pays the 'gap' between the at fault driver's liability insurance limits and the limits of Underinsured Motorist Coverage available to you. It does not pay the 'excess' of damages you suffer that are above the at fault driver's liability limits – only the difference between that person's liability limits and the limits of all Underinsured Motorist Coverage available to you, if there is any difference.

Please note that the above example applies only to situations involving UIM coverage and not UM coverage.

Therefore, it is very important to consider this when selecting UM/UIM coverage limits.

# Terms & Conditions

## Umbrella Terrorism Risk Insurance Act, Including all Amendments, ("TRIA" or the "Act")

**If you ACCEPT TRIA: The following endorsements will be added to your policy:**

Underlying Coverage Requirement for Certified Acts of Terrorism - LCU 60 01

Cap on Losses from Certified Acts of Terrorism - LCU 60 04

Punitive Damages Related to a Certified Act of Terrorism Exclusion - LCU 60 06

Punitive Damages Related to a Certified Act of Terrorism Exclusion - LCU 60 10  
(This endorsement applies only in Arkansas.)

**If you REJECT TRIA: The following endorsement will be added to your policy:**

Certified Acts of Terrorism Exclusion - LCU 60 05

Please note TRIA does not apply to Commercial Automobile.

## Umbrella Important Considerations:

Please read this proposal carefully, as the terms and conditions may differ from those in the submission.

We reserve the right to amend premium, terms & conditions or withdraw the proposal if underlying carriers, pricing or terms change. All underlying carriers must be rated A- V or better by A.M. Best.

Underlying policy numbers must be received upon binding for policy issuance.

The Terrorism Risk Insurance Act offer letter is included in this document.

Copies of all non-Liberty Mutual underlying policies must be received within 60 days of binding.

To learn more about Liberty Mutual's privacy policy,  
go to: <https://www.libertymutualgroup.com/about-lm/corporate-information/privacy-policy>

# Terrorism Insurance Premium Disclosure

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

The premium charge for coverage for "Certified Acts of Terrorism" will appear in this Proposal as a separate line item charge. If you choose to accept this proposal, you will have the opportunity to reject this coverage and premium charge. This offer applies to all lines except Workers Compensation, Crime, Professional Liability and Commercial Automobile.

## The Terrorism Risk Insurance Act

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per calendar year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

**Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.**

## Mandatory Availability of Coverage For "Certified Acts of Terrorism"

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- i. to be an act of terrorism;
- ii. to be a violent act or an act that is dangerous to –
  - I. human life;
  - II. property; or
  - III. infrastructure;
- iii. to have resulted in damage within the United States, or outside of the United States in the case of –
  - I. an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
  - II. the premises of a United States mission; and
- iv. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



**Liberty Mutual<sup>®</sup>**  
**INSURANCE**

## Liberty Mutual Property Protector Policy



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## LIBERTY MUTUAL PROPERTY PROTECTOR POLICY DECLARATIONS

POLICY NUMBER: TBD

ISSUE DATE: 6/2/2025

Named Insured and Mailing Address: Simpson County Board of Education 430 S College St, Franklin, KY, 42134

Form of Business: Corporation

Producer of Record: FRANKLIN INSURANCE INC

**POLICY PERIOD:** 07/01/2025 to 07/01/2026

At 12:01 A.M. Standard Time at your Mailing Address shown above.

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

Premium (Excluding premium for "certified act(s) of terrorism" under the Terrorism Risk Insurance Act Premium for "certified act(s) of terrorism" under the Terrorism Risk Insurance Act (TRIA), as amended):	\$186,967
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Premium for "certified act(s) of terrorism" under the Terrorism Risk Insurance Act (TRIA), as amended:	\$1,482
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State or Municipal Taxes, Surcharges and Other Miscellaneous Charges: (See State or Municipal Taxes, Surcharges and Other Miscellaneous Charges Summary, Form SNP 90 17, for breakdown)	\$0
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Total Premium/Other Charges for Above Policy Period:	\$188,449
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The Deposit Premium/Other Charges is:	See Billing schedule
---------------------------------------	-------------------------

Issued By: Liberty Mutual Fire Insurance Company

By:

\_\_\_\_\_  
Authorized Company Representative OR Countersignature (as required)

In witness whereof, we have caused the policy to be signed by our authorized officers.

  
(Secretary)  
(President)



Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in **bold font** have special meaning, refer to item, O.DEFINITIONS of the Liberty Mutual Property Protector Policy.

## COVERAGES AND LIMITS OF INSURANCE

**We** will pay for direct physical loss or damage to Covered Property at the **Covered Locations** described in the SCHEDULE OF **COVERED LOCATIONS** caused by or resulting from a Covered Cause of Loss.

Insurance applies on a BLANKET basis only to a coverage or type of property shown below for which a Limit of Insurance is shown below, and then only at the **Covered Locations** for which a value for such coverage is shown below or for locations subsequently reported to and insured by **us**.

Insurance that applies to a specific **Covered Location** see SCHEDULE - SPECIFIC LIMITS - **COVERED LOCATION**. This is the only limit that applies to that **covered location**. These locations are not included in the Blanket limit for the coverages as shown in the SCHEDULE - SPECIFIC LIMITS - **COVERED LOCATION**.

Limits of Insurance apply in any one **occurrence** unless otherwise stated.

<b>Covered Location Number</b>	Description of Coverage or Covered Property	Limits of Insurance
1.1 - 4.2, 4.5 - 9.1	<b>Real Property and Personal Property:</b>	\$189,765,377
1.1 - 4.2, 4.5 - 9.1	<b>Extra Expense:</b>	\$5,000,000
4.3 - 4.4	<b>Real Property and Personal Property:</b>	\$959,308

### VALUATION PROVISION

**Replacement cost** (Subject to limitations) applies to Covered Property.

### VALUATION EXCEPTION(S):

**Real Property Actual Cash Value** applies to **Covered Locations:** 4.3,4.4

**Personal Property Actual Cash Value** applies to **Covered Locations:** 4.3,4.4

**Actual Cash Value - Roof(s)** applies to **Covered Locations:** 8.1 - 8.13,3.1 - 3.4, 9.1, 7.1 - 7.5,1.1 - 2.17,4.1 - 4.5,5.1 - 5.2,6.1 - 6.14

Roof Surfacing Cosmetic Loss Exclusion applies to **Covered Locations:** 6.1 - 6.14,7.1 - 7.5,5.1 - 5.2,2.1 - 2.17

## CAUSE OF LOSS **EQUIPMENT BREAKDOWN ACCIDENT**

**Equipment Breakdown Accident** Cause of Loss applies to all **Covered Locations**.

### Coverage Extensions

<b>Equipment Breakdown Accident</b> Coverage Extensions	In any one <b>Equipment Breakdown Accident</b>
Ammonia Contamination:	\$250,000

( Continued to next page.. )

<b>Equipment Breakdown Accident Coverage Extensions</b>	<b>In any one Equipment Breakdown Accident</b>
Expediting Expense:	\$250,000
Hazardous Substances Contamination other than Ammonia:	\$250,000
Spoilage:	\$250,000

## EARTHQUAKE CAUSE OF LOSS

	<b>Total Earthquake Policy Period Limit of Insurance</b>
Total <b>Earthquake Policy Period</b> Limit of Insurance is the maximum amount payable in this policy for all covered loss or damage for the Cause of Loss <b>Earthquake</b> regardless of the number of <b>occurrences</b> during the <b>Policy Period</b> :	\$5,000,000

All <b>Earthquake</b> losses in the following States, Territory, <b>Earthquake</b> Hazard Zones (as shown below in the <b>Earthquake</b> Hazard Zones Table) or specific <b>Covered Locations</b> as described below are included in and not in addition to the Total <b>Earthquake Policy Period</b> Limit of Insurance:	
<b>States, Territory, Earthquake Hazard Zones or specific Covered Locations</b>	<b>Policy Period Limit of Insurance</b>
All Locations	\$5,000,000
EXCEPT:	
AK, CA, HI, PR	EXCLUDED
New Madrid - Zone 1 and Zone 2	EXCLUDED
Pacific NW Zone	EXCLUDED
Nevada	EXCLUDED

**EARTHQUAKE HAZARD ZONES TABLE**

NEW MADRID <b>EARTHQUAKE ZONES</b>		
STATE	ZONE	COUNTIES / PARISHES / INDEPENDENT CITIES
ARKANSAS	1	Clay, Craighead, Crittenden, Cross, Green, Independence, Jackson, Lawrence, Lee, Mississippi, Monroe, Phillips, Poinsett, Randolph, St. Francis, White, Woodruff
ARKANSAS	2	Arkansas, Fulton, Izard, Lonoke, Prairie, Sharp
ILLINOIS	1	Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Randolph, Saline, Union, Washington, Williamson
ILLINOIS	2	Bond, Clay, Clinton, Crawford, Edwards, Effingham, Fayette, Jasper, Lawrence, Madison, Marion, Monroe, Richland, Saint Clair, Wabash, Wayne, White
INDIANA	2	Gibson, Knox, Pike, Posey, Spencer, Vanderburgh, Warrick
KENTUCKY	1	Ballard, Calloway, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, McCracken,
KENTUCKY	2	Caldwell, Christian, Daviess, Henderson, Hopkins, McLean, Muhlenberg, Todd, Trigg, Union, Webster
MISSISSIPPI	1	DeSoto, Marshall, Tate, Tunica
MISSISSIPPI	2	Alcorn, Benton, Coahoma, Lafayette, Panola, Quitman, Tippah
MISSOURI	1	Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Madison, Mississippi, New Madrid, Pemiscott, Perry, Ripley, Scott, Stoddard, Wayne
MISSOURI	2	Independent City of St. Louis, Iron, Jefferson, Oregon, Reynolds, Shannon, St. Francois, St. Louis, Ste. Genevieve, Washington
TENNESSEE	1	Benton, Carroll, Chester, Crockett, Dyer, Fayette, Gibson, Hardeman, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, Obion, Shelby, Tipton, Weakley
TENNESSEE	2	Decatur, Hardin, Houston, Humphreys, McNairy, Montgomery, Perry, Stewart,

PACIFIC NORTHWEST <b>EARTHQUAKE</b> ZONE	
REGION / STATE	COUNTIES / COORDINATES
CANADA: BRITISH COLUMBIA and VANCOUVER ISLAND	South of 50° N latitude and west of 120° W longitude
OREGON	Benton, Clackamas, Clatsop, Columbia, Coos, Curry, Douglas, Hood River, Jackson, Josephine, Klamath, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington, Yamhill
WASHINGTON	Chelan, Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Skamania, Snohomish, Thurston, Wahkiakum, Whatcom

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**FLOOD CAUSE OF LOSS**

Total <b>Flood Policy Period</b> Limit of Insurance	
Total <b>Flood Policy Period</b> Limit of Insurance is the maximum amount payable in this policy for all covered loss or damage for the Cause of Loss <b>Flood</b> regardless of the number of <b>occurrences</b> during the <b>Policy Period</b> :	\$1,000,000
All <b>Flood</b> losses in the following <b>Flood</b> Hazard zones are included in and not in addition to the Total <b>Flood Policy Period</b> Limit of Insurance. See Schedule of <b>Covered Locations</b> for which <b>Covered Locations</b> are designated in which specific <b>Flood</b> Hazard Zone.	
States, Territory, Flood Hazard Zones or specific <b>Covered Location</b> Numbers	<b>Policy Period</b> Limit of Insurance
Flood Hazard - Low	\$1,000,000
Flood Hazard - High and Moderate	EXCLUDED

**WINDSTORM TIERS FOR USA  
INCLUDING COMMONWEALTHS AND TERRITORIES TABLES**

SOUTHERN TIER ONE: NORTH CAROLINA TO TEXAS	
STATE	STATE /COUNTIES / PARISHES
Alabama	Baldwin, Mobile
Florida	Entire State
Georgia	Brantley, Bryan, Camden, Chatham, Charlton, Effingham, Glynn, Liberty, Long, McIntosh, Pierce, Wayne
Louisiana	Acadia, Ascension, Assumption, Calcasieu, Cameron, East Baton Rouge, East Feliciana, Iberia, Iberville, Jefferson, Jefferson Davis, Lafayette, Lafourche, Livingston, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Martin, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion, Washington, West Baton Rouge
Mississippi	George, Hancock, Harrison, Jackson, Pearl River, Stone
North Carolina	Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Duplin, Gates, Hertford, Hyde, Jones, Lenoir, Martin, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Tyrrell, Washington, Wayne
South Carolina	Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Horry, Jasper, Williamsburg
Texas	Aransas, Bee, Brazoria, Brooks, Calhoun, Cameron, Chambers, Fort Bend, Galveston, Goliad, Hardin, Harris, Hidalgo, Jackson, Jasper, Jefferson, Jim Wells, Kennedy, Kleberg, Liberty, Matagorda, Nueces, Orange, Refugio, San Patricio, Victoria, Wharton, Willacy

NORTHERN TIER ONE: VIRGINIA TO MAINE	
STATE	COUNTIES / INDEPENDENT CITIES
Connecticut	Fairfield, Middlesex, New Haven, New London
Delaware	Sussex
Maine	Cumberland, Hancock, Knox, Lincoln, Penobscot, Sagadahoc, Waldo, Washington, York
Maryland	Calvert, Charles, Dorchester, St. Mary's, Somerset, Wicomico, Worcester
Massachusetts	Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk
New Hampshire	Rockingham
New Jersey	Atlantic, Bergen, Cape May, Cumberland, Essex, Hudson, Middlesex, Monmouth, Ocean, Union
New York	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk
Rhode Island	Bristol, Newport, Washington
Virginia	Accomack, Gloucester, Isle of Wight, James City, Lancaster, Mathews, Middlesex, Northampton, Northumberland, Surry, York Independent Cities: Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg

SOUTHERN TIER TWO: NORTH CAROLINA TO TEXAS	
STATE	COUNTIES / PARISHES
Alabama	Clarke, Coffee, Conecuh, Covington, Dale, Escambia, Geneva, Houston, Monroe, Washington
Louisiana	Allen, Avoyelles, Beauregard, Evangeline, St. Helena, St. Landry, West Feliciana
Mississippi	Forrest, Greene, Jones, Lamar, Marion, Perry, Pike, Walthall, Wayne
North Carolina	Cumberland, Edgecombe, Greene, Johnston, Robeson, Sampson, Wilson
South Carolina	Bamberg, Calhoun, Clarendon, Dillon, Florence, Hampton, Marion, Orangeburg
Texas	Austin, Brazos, Colorado, De Witt, Duval, Fayette, Gonzales, Grimes, Jim Hogg, Karnes, Lavaca, Live Oak, McMullen, Montgomery, Newton, Polk, San Jacinto, Starr, Tyler, Walker, Waller, Washington

OTHER STATE, COMMONWEALTHS AND TERRITORIES OF THE UNITED STATES OF AMERICA	
AMERICAN SAMOA	Entire Territory
GUAM	Entire Territory
HAWAII	Entire State
NORTHERN MARIANA ISLANDS	Entire Commonwealth
PUERTO RICO	Entire Commonwealth
U.S. VIRGIN ISLANDS	Entire Territory
All other US Territories and Possessions	Entire Territory

COVERAGE EXTENSIONS – The Limits of Insurance apply in any one occurrence unless otherwise stated.

COVERAGE EXTENSION	Limit of Insurance
Accounts Receivable:	\$250,000
Arson Reward:	\$50,000
Contract Penalties:	\$25,000
Course of Construction:	
PHYSICAL DAMAGE:	\$500,000
Number of consecutive days of that Physical Damage applies:	180 Days
Cyber incident:	\$25,000
Debris Removal:	
Debris Removal Expense:	\$1,000,000
Windblown Debris:	\$50,000
Deferred payments:	\$50,000
Electronic data:	\$25,000
Error and Omission	\$250,000
Exhibitions, Expositions, Trade Shows, Fairs:	\$100,000
Fire Department Service Charges:	\$25,000
Fine Arts (Including while in <b>transit</b> ):	
PHYSICAL DAMAGE:	\$100,000
For any one item:	\$10,000
Fungus, Wet Rot, Dry Rot and Bacteria:	
PHYSICAL DAMAGE:	\$250,000

( Continued to next page.. )



COVERAGE EXTENSION	Limit of Insurance
<b>Extra Expense:</b>	Included in Fungus PD limit
Number of consecutive days of that <b>Extra Expense</b> applies:	180 Days
Installation of <b>Personal Property or Personal Property of Others:</b>	\$250,000
Lock and Key Replacement:	\$50,000
<b>Mobile Equipment or Tools:</b>	
PHYSICAL DAMAGE:	\$100,000
Newly acquired mobile equipment or tools <b>you</b> own or <b>you</b> rent:	\$100,000
<b>Mobile equipment or Tools</b> will be valued at:	Actual Cash Value (ACV)
<b>Miscellaneous Unnamed Locations:</b>	
PHYSICAL DAMAGE:	\$100,000
<b>Business Income:</b>	EXCLUDED
Causes of Loss <b>Flood:</b>	Does not apply
Causes of Loss <b>Earth Movement:</b>	Does not apply
Causes of Loss <b>Earthquake:</b>	Does not apply
<b>Newly Acquired Locations:</b>	
PHYSICAL DAMAGE:	\$2,500,000
Number of consecutive days of that Physical Damage applies:	180 Days
<b>Extra Expense:</b>	Included in Newly Acquired Locations PD limit
Causes of Loss <b>Flood:</b>	Does not apply
Causes of Loss <b>Earth Movement:</b>	Does not apply
Causes of Loss <b>Earthquake:</b>	Does not apply

( Continued to next page.. )

COVERAGE EXTENSION	Limit of Insurance
Ordinance or Law:	
Demolition & Increased Cost of Construction	\$5,000,000
Value of the Undamaged Portion of <b>Real Property</b>	Included in <b>Real Property</b> Limit of Insurance
Personal Effects of Employees:	
PHYSICAL DAMAGE:	\$100,000
For any one employee:	\$10,000
<b>Pollutant</b> Clean Up Expense:	
In any one <b>policy period</b> :	\$100,000
Professional Fees:	\$250,000
Protection and Preservation of Property:	
PHYSICAL DAMAGE:	\$100,000
Number of consecutive days of that Physical Damage applies:	30 Days
Salespeople Personal Property:	\$50,000
<b>Transit:</b>	
<b>Personal Property:</b>	\$100,000
Trees, Shrubs, Plants:	
PHYSICAL DAMAGE:	\$250,000
For any one item:	\$10,000
Utility Services Interruption:	
PHYSICAL DAMAGE:	\$250,000
Coverage for Above Ground and Underground Transmission Lines:	EXCLUDED

( Continued to next page.. )

COVERAGE EXTENSION	Limit of Insurance
<b>Cloud:</b>	Applies
<b>Internet:</b>	Applies
<b>Power Supply:</b>	Applies
<b>Communication Supply:</b>	Applies
<b>Water Supply:</b>	Applies

#### INDUSTRY BUNDLERS

The Limits of Insurance apply in any one occurrence unless otherwise stated	Limit of Insurance
Liberty Mutual Property Protector - Educational Institutions	
Animals:	\$25,000
	\$1,500 any one animal
Broadened <b>Covered Location</b> Distance:	1250 feet
Classroom Chemical Spills:	\$50,000 in any one <b>policy period</b>
Fire Protective Equipment Recharging:	<b>Real Property</b> limit applicable, in any <b>one policy period</b>
Land Improvements:	\$973,929
Miscellaneous School Property at School Sponsored Events:	\$410,000
Personal effects of <b>your</b> students:	\$100,000. In total in any one <b>policy period</b>
	\$5,000 any one student

**TIME ELEMENT COVERAGE EXTENSIONS** - The Limits of Insurance apply in any one **occurrence** unless otherwise stated.

COVERAGE EXTENSION	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius
Contingent Loss of Combined <b>Business Income</b> and <b>Extra Expense – Attraction Property</b> :	EXCLUDED
Contingent Loss of Combined <b>Business Income</b> and <b>Extra Expense – Contingent Property</b> :	
Actual loss of <b>Extra Expense</b> incurred due to loss or damage at <b>Contingent Properties</b> within the coverage territory:	EXCLUDED
Actual loss of <b>Extra Expense</b> incurred due to loss or damage at <b>Contingent Properties</b> outside of the coverage territory:	EXCLUDED
Causes of Loss <b>Named Storm</b> :	Does not apply
Causes of Loss <b>Flood</b> :	Does not apply
Causes of Loss <b>Earth Movement</b> :	Does not apply
Causes of Loss <b>Earthquake</b> :	Does not apply
Causes of Loss <b>Equipment Breakdown Accident</b> :	Does not apply
Crisis Event Caused By Violent Crime:	
Crisis Event <b>Extra Expense</b> :	\$250,000
Number of consecutive days of that	30 Days
Civil Authority or Military Authority	
<b>Extra Expense</b> :	Included in <b>Extra Expense</b> Limit of Insurance
Qualifying Period of:	72 hours applies
Coverage Period:	30 days
Coverage Radius Distance:	1 miles
Causes of Loss <b>Flood</b> :	Does not apply
Causes of Loss <b>Earth Movement</b> :	Does not apply

( Continued to next page.. )

COVERAGE EXTENSION	Limits of Insurance, Limits of Coverage Period or Insurance, Coverage Radius Period or Coverage Radius
Causes of Loss <b>Earthquake</b> :	Does not apply
Ingress or Egress	
<b>Extra Expenses</b> incurred:	\$50,000
Qualifying Period of:	24 hours applies
Coverage Radius Distance:	1 miles
Number of consecutive days of that	30 Days
Causes of Loss <b>Named Storm</b> :	Does not apply
Causes of Loss <b>Flood</b> :	Does not apply
Causes of Loss <b>Earth Movement</b> :	Does not apply
Causes of Loss <b>Earthquake</b> :	Does not apply
<b>Secondary Contingent Property</b>	
Actual loss of <b>Extra Expense</b> incurred due to loss or damage at <b>Secondary Contingent Property</b> within the coverage territory:	EXCLUDED
Actual loss of <b>Extra Expense</b> incurred due to loss or damage at <b>Secondary Contingent Property</b> outside of the coverage territory:	EXCLUDED
Causes of Loss <b>Named Storm</b> :	Does not apply
Causes of Loss <b>Flood</b> :	Does not apply
Causes of Loss <b>Earth Movement</b> :	Does not apply
Causes of Loss <b>Earthquake</b> :	Does not apply
Causes of Loss <b>Equipment Breakdown Accident</b> :	Does not apply

## DEDUCTIBLES

See Application of Deductibles below.

Policy Deductible, in any one **occurrence** \$10,000.

## DEDUCTIBLES MISCELLANEOUS

To Each item of Miscellaneous School Property , in any one occurrence: \$1,000.  
 To Each of your cellular phones, laptop computers, or other personal electronic devices while in the possession of You, Your Employees, or Your Assigned Students, in any one occurrence, in any one occurrence: \$1,000.

## EARTHQUAKE DEDUCTIBLE

States, Territory, Earthquake Hazard Zones (As defined above) or <b>Specific Covered Location</b>	In any one <b>occurrence</b> :
All Locations	10% Subject to a minimum deductible of \$100,000

## FLOOD DEDUCTIBLE

At **Covered Locations** within such **Flood** Hazard Zone or **Personal Property** in or on **Real Property** located within such **Flood** Hazard Zone:

States, Territory, Flood Hazard Zones or specific <b>Covered Location</b> Numbers	In any one <b>occurrence</b> :
Flood Hazard - Low	\$100,000

## WATER DAMAGE DEDUCTIBLE (other than water damage caused by flood, fire or wind)

<b>Covered Location</b> Number	In any one <b>occurrence</b> :
All Locations	\$50,000

**HAIL OR WINDSTORM OTHER THAN NAMED STORM DEDUCTIBLE**

Hail or Windstorm other than Named Storm - Hazard Zone or specific <b>Covered Locations</b>	In any one <b>occurrence</b> :
All Locations	2% Subject to a minimum deductible of \$100,000 at each <b>Covered Location</b>

**NAMED STORM DEDUCTIBLE**

States, Territory, WINDSTORM TIER Covered Locations in the following Tiers as defined above in the Windstorm Tiers For USA Including Commonwealths And Territories Tables or specific <b>Covered Location Numbers</b>	In any one <b>occurrence</b> :
All Locations	2% Subject to a minimum deductible of \$100,000 at each <b>Covered Location</b>

**MOBILE EQUIPMENT OR TOOLS DEDUCTIBLES**

To Mobile Equipment or Tools:	\$1,000
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## Application of Deductibles

1. **We** will not pay for any loss or damage until the amount of the loss or damage exceeds the applicable Deductible. **We** will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.
2. The Policy Deductible applies to all Covered Causes of Loss, coverages and types of property insured under this Policy for which no deductible is specifically shown in the Declarations. No deductible applies to **Extra Expense** unless otherwise indicated in the DECLARATIONS.
3. Deductibles apply separately to each **Covered Location** where the direct physical loss or damage occurs regardless of the number of **Covered Location** involved in any one **occurrence** when specifically stated in the Declarations, **we** will apply the applicable Deductible to each separate Location where the direct physical loss or direct physical damage occurred regardless of the number of Locations involved in any one **occurrence**.
4. If two or more deductibles apply to different causes of loss in the same **occurrence**, **we** will apply each deductible separately. If two or more deductibles apply to the same Cause of Loss in the same **occurrence** the largest deductible will apply.  
If a deductible applies to direct physical loss or damage and another deductible applies to **Business Income**, Combined **Business Income** and **Extra Expense** or **Extra Expense**, both deductibles will be applied.
5. **We** will not pay for the actual loss of **Business Income** or Combined **Business Income** and **Extra Expense** **you** sustain in any one **occurrence** until the necessary interruption of **your** business or rental operations exceeds any applicable Waiting Period shown in the Declarations. **We** will then pay the amount of actual loss sustained in excess of the Waiting Period, less the actual loss of **Business Income** or Combined **Business Income** and **Extra Expense** sustained during the Waiting Period, up to the applicable Limit of Insurance. In the event that more than one Waiting Period is applicable, **we** will apply only the longest Waiting Period. If a time deductible is shown in days, each day shall mean twenty- four consecutive hours.
6. If a Qualifying Period is shown, **we** will not pay for any loss under that coverage that occurs during that specified Qualifying time period immediately following the direct physical loss or damage. Once the qualifying period has been exceeded, **Business Income**, Combined **Business Income** and **Extra Expense** or **Extra Expense** coverage applies from the time of the initial event of loss. Qualifying Period will apply in addition to any applicable Deductible to **Business Income** or Combined **Business Income** and **Extra Expense**.
7. If a multiple of daily value (Average Daily Value) is shown in the Declarations, this deductible will be calculated as follows:
  - a. For the entire **Covered Location** where the loss occurred, determine the total amount of **Business Income** or Combined **Business Income** and **Extra Expense** that would have been earned during the **Period of Restoration** had no loss or damage taken place.
  - b. Divide the result in Paragraph a. by the number of days the business would have been open during the **Period of Restoration**. The result is the daily value.
  - c. Multiply the daily value in Paragraph b. by the number of days shown in the Declarations. **We** will first subtract this deductible amount from any loss **we** would otherwise pay. **We** will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.



- d. If more than one **covered location** is included in the valuation of the loss, the average daily value will be the combined value of all affected **covered locations**.

## 8. Percentage Deductibles

- a. If both a percentage deductible and a minimum or maximum dollar deductible are shown for a specific Covered Cause of Loss, then the largest deductible will be applied.
- b. Total Values Percentage Deductible will be calculated by applying the percentage shown in the Declarations to the combined **Real Property, Personal Property, Combined Business Income** and **Extra Expense** values at the **Covered Location** that sustained the covered loss or damage.
- c. Per Unit of Insurance Percentage Deductible means and will be equal to the percentage of values calculated for, and applied separately to, each of the following units of insurance:
- (1) Each individual item of **Real Property** that sustains loss or damage at each **Covered Location**;
  - (2) **Personal Property** that sustains loss or damage at each **Covered Location**;
  - (3) **Personal Property** in the open that sustains loss or damage at each **Covered Location**; and
  - (4) **Business Income** or Combined **Business Income** and **Extra Expense** impacted by the loss or damage to property at each **Covered Location**.
- d. The values used to calculate a percentage deductible or Per Unit of Insurance Percentage Deductible shall be the Limits of Insurance applicable to the **Covered Location** shown in the Declarations or endorsements attached to this Policy that sustained the loss or damage or, if not shown in the Policy, **we** will use the most recent Statement of Values on file with **us**.
- e. If the values for any **Real Property** or **Personal Property** are not specified, the values will be determined at the time of loss or damage and the applicable percentage will be applied. If the values for **Business Income** or Combined **Business Income** and **Extra Expense** at a **Covered Location** are not specified, the values will be determined at the time of loss or damage and will be calculated for the 12 months following the inception date of the **Policy Period** in which the loss occurs. If the values for **Business Income** or Combined **Business Income** and **Extra Expense** cannot be determined for a specific **Covered Location** where loss or damage occurs, the percentage will be applied to the actual loss of **Business Income** or Combined **Business Income** and **Extra Expense** **you** sustain during the **Period of Restoration** and Extended Income period in any one **occurrence**.

SCHEDULE OF **COVERED LOCATIONS** - Insurance applies only to a location number shown below.

<b>Covered Location Number</b>	<b>Covered Location Address</b>
1.1	430 S College St, FRANKLIN, KY 42134
2.1	320 Yokley St, Franklin, KY 42134
2.10	320 Yokley St, Franklin, KY 42134
2.11	320 Yokley St, Franklin, KY 42134
2.12	320 Yokley St, Franklin, KY 42134
2.13	320 Yokley St, Franklin, KY 42134
2.14	320 Yokley St, Franklin, KY 42134
2.15	320 Yokley St, Franklin, KY 42134
2.16	320 Yokley St, Franklin, KY 42134
2.17	320 Yokley St, Franklin, KY 42134
2.2	320 Yokley St, Franklin, KY 42134
2.3	320 Yokley St, Franklin, KY 42134
2.4	320 Yokley St, Franklin, KY 42134
2.5	320 Yokley St, Franklin, KY 42134
2.6	320 Yokley St, Franklin, KY 42134
2.7	320 Yokley St, Franklin, KY 42134
2.8	320 Yokley St, Franklin, KY 42134
2.9	320 Yokley St, Franklin, KY 42134
3.1	322 S College St, Franklin, KY 42134

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<b>Covered Location Number</b>	<b>Covered Location Address</b>
3.2	322 S College St, Franklin, KY 42134
3.3	322 S College St, Franklin, KY 42134
3.4	322 S College St, Franklin, KY 42134
4.1	211 S Main St, Franklin, KY 42134
4.2	211 S Main St, Franklin, KY 42134
4.3	211 S Main St, Franklin, KY 42134
4.4	211 S Main St, Franklin, KY 42134
4.5	211 S Main St, Franklin, KY 42134
5.1	601 John J Johnson Ave, Franklin, KY 42134
5.2	601 John J Johnson Ave, Franklin, KY 42134
6.1	721 Witt Rd, Franklin, KY 42134
6.10	721 Witt Rd, Franklin, KY 42134
6.11	721 Witt Rd, Franklin, KY 42134
6.12	721 Witt Rd, Franklin, KY 42134
6.13	721 Witt Rd, Franklin, KY 42134
6.14	721 Witt Rd, Franklin, KY 42134
6.2	721 Witt Rd, Franklin, KY 42134
6.3	721 Witt Rd, Franklin, KY 42134
6.4	721 Witt Rd, Franklin, KY 42134
6.5	721 Witt Rd, Franklin, KY 42134
6.6	721 Witt Rd, Franklin, KY 42134

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<b>Covered Location Number</b>	<b>Covered Location Address</b>
6.7	721 Witt Rd, Franklin, KY 42134
6.8	721 Witt Rd, Franklin, KY 42134
6.9	721 Witt Rd, Franklin, KY 42134
7.1	201 Commerce St, Franklin, KY 42134
7.2	201 Commerce St, Franklin, KY 42134
7.3	201 Commerce St, Franklin, KY 42134
7.4	201 Commerce St, Franklin, KY 42134
7.5	201 Commerce St, FRANKLIN, KY 42134
8.1	400 S College St, Franklin, KY 42134
8.10	400 S College St, Franklin, KY 42134
8.11	400 S College St, Franklin, KY 42134
8.12	400 S College St, Franklin, KY 42134
8.13	400 S College St, Franklin, KY 42134
8.2	400 S College St, Franklin, KY 42134
8.3	400 S College St, Franklin, KY 42134
8.4	400 S College St, Franklin, KY 42134
8.5	400 S College St, Franklin, KY 42134
8.6	400 S College St, Franklin, KY 42134
8.7	400 S College St, Franklin, KY 42134
8.8	400 S College St, Franklin, KY 42134
8.9	400 S College St, Franklin, KY 42134
9.1	320 S College St, Franklin, KY 42134

Below section describes locations to which flood coverage applies or to which limitations or deductibles apply for Hail or Windstorm other than Named Storm.

## FLOOD HAZARD LOCATIONS

### Low Hazard Location(s)

2.1 320 Yokley St, Franklin, KY 42134  
2.10 320 Yokley St, Franklin, KY 42134  
2.11 320 Yokley St, Franklin, KY 42134  
2.12 320 Yokley St, Franklin, KY 42134  
2.13 320 Yokley St, Franklin, KY 42134  
2.14 320 Yokley St, Franklin, KY 42134  
2.15 320 Yokley St, Franklin, KY 42134  
2.16 320 Yokley St, Franklin, KY 42134  
2.17 320 Yokley St, Franklin, KY 42134  
2.2 320 Yokley St, Franklin, KY 42134  
2.3 320 Yokley St, Franklin, KY 42134  
2.4 320 Yokley St, Franklin, KY 42134  
2.5 320 Yokley St, Franklin, KY 42134  
2.6 320 Yokley St, Franklin, KY 42134  
2.7 320 Yokley St, Franklin, KY 42134  
2.8 320 Yokley St, Franklin, KY 42134  
2.9 320 Yokley St, Franklin, KY 42134  
3.1 322 S College St, Franklin, KY 42134  
3.2 322 S College St, Franklin, KY 42134  
3.3 322 S College St, Franklin, KY 42134  
3.4 322 S College St, Franklin, KY 42134  
4.1 211 S Main St, Franklin, KY 42134  
4.2 211 S Main St, Franklin, KY 42134  
4.3 211 S Main St, Franklin, KY 42134  
4.4 211 S Main St, Franklin, KY 42134  
4.5 211 S Main St, Franklin, KY 42134  
5.1 601 John J Johnson Ave, Franklin, KY 42134  
5.2 601 John J Johnson Ave, Franklin, KY 42134  
6.1 721 Witt Rd, Franklin, KY 42134  
6.10 721 Witt Rd, Franklin, KY 42134  
6.11 721 Witt Rd, Franklin, KY 42134  
6.12 721 Witt Rd, Franklin, KY 42134  
6.13 721 Witt Rd, Franklin, KY 42134  
6.14 721 Witt Rd, Franklin, KY 42134  
6.2 721 Witt Rd, Franklin, KY 42134  
6.3 721 Witt Rd, Franklin, KY 42134  
6.4 721 Witt Rd, Franklin, KY 42134  
6.5 721 Witt Rd, Franklin, KY 42134  
6.6 721 Witt Rd, Franklin, KY 42134  
6.7 721 Witt Rd, Franklin, KY 42134  
6.8 721 Witt Rd, Franklin, KY 42134  
6.9 721 Witt Rd, Franklin, KY 42134  
7.1 201 Commerce St, Franklin, KY 42134  
7.2 201 Commerce St, Franklin, KY 42134  
7.3 201 Commerce St, Franklin, KY 42134  
7.4 201 Commerce St, Franklin, KY 42134  
7.5 201 Commerce St, FRANKLIN, KY 42134  
8.10 400 S College St, Franklin, KY 42134  
8.1 400 S College St, Franklin, KY 42134

8.11 400 S College St, Franklin, KY 42134  
 8.12 400 S College St, Franklin, KY 42134  
 8.13 400 S College St, Franklin, KY 42134  
 8.2 400 S College St, Franklin, KY 42134  
 8.3 400 S College St, Franklin, KY 42134  
 8.4 400 S College St, Franklin, KY 42134  
 8.5 400 S College St, Franklin, KY 42134  
 8.6 400 S College St, Franklin, KY 42134  
 8.7 400 S College St, Franklin, KY 42134  
 8.8 400 S College St, Franklin, KY 42134  
 8.9 400 S College St, Franklin, KY 42134  
 9.1 320 S College St, Franklin, KY 42134

High and Moderate Hazard Location(s)

1.1 430 S College St, FRANKLIN, KY 42134

FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this Policy at time of issue:

Form or Endorsement Number	Form or Endorsement Name
CNP 90 23 12 21	POLICY COVER PAGE
LPP 0000 12 21	LIBERTY MUTUAL PROPERTY PROTECTOR POLICY DECLARATIONS
LPP 1000 12 23	LIBERTY MUTUAL PROPERTY PROTECTOR POLICY
LPP 3000 12 21	Actual Cash Value Roofs
LPP 1034 12 21	Cap On Losses From Certified Act(s) Of Terrorism
LPP 2002 12 23	Cause Of Loss - Earthquake
LPP 2006 12 23	Cause of Loss - Flood
LPP 2005 12 21	Equipment Breakdown - Cause Of Loss
LPP 5002 12 21	Liberty Mutual Property Protector - Educational Institutions
LPP 3009 12 21	Property At a Miscellaneous Unnamed Location
LPP 4005 12 21	Roof Surfacing Cosmetic Loss Exclusion
CNI 90 11 07 18	Reporting a Commercial Claim 24 Hours a Day

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Form or Endorsement Number	Form or Endorsement Name
SNI 04 01 06 24	Liberty Mutual Group Privacy Notice
EN4016 04-10	KENTUCKY NOTICE TO POLICYHOLDERS
EN9052 01-20	DISCLOSURE - TERRORISM RISK INSURANCE ACT
LIL 90 04 06 13	ANNUAL MEETING NOTICE/PARTICIPATING PROVISION
LIL 90 05 06 13	PARTICIPATING PROVISION
SNI 90 01 12 21	COMPANY CONTACT INFORMATION
SNP 90 16 12 21	U S DEPT OF TREASURY OFAC NOTICE
SNP 90 17 12 21	STATE OR MUNICIPAL TAXES, SURCHARGES AND OTHER MISCELLANEOUS CHARGES SUMMARY
LPP 6021 12 21	Kentucky Changes
LPP 6020 12 21	Kentucky Changes - Cancellation And Nonrenewal



## LIBERTY MUTUAL PROPERTY PROTECTOR POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in **bold font** have special meaning. Refer to Section O., DEFINITIONS.

### A. Insuring Agreement

**We** will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to Covered Property that **you** own, operate, control, or for which **you** are under an obligation to insure, to the extent of **your** interest in such property at or within 1,000 feet of a **covered location**.

### B. Covered Property – **REAL PROPERTY**

If a Limit of Insurance is shown in the DECLARATIONS for **real property**, **we** will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to **your real property** and appurtenant structures at or within one thousand feet of a **covered location**.

### C. Covered Property – **PERSONAL PROPERTY**

If a Limit of Insurance is shown in the DECLARATIONS for **personal property**, **we** will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to **your personal property**. **Personal property** includes **personal property of others, stock and valuable papers and records**, at or within one thousand feet of a **covered location**, unless otherwise indicated in the DECLARATIONS.

### D. PROPERTY NOT COVERED

1. Aircraft.
2. Animals.
3. Bridges or tunnels.
4. Caves, caverns, mines of any type, or any property contained within them.
5. Contraband or property in the course of illegal transportation or trade.
6. Accounts, bills, currency, money, securities, evidences of debt and negotiable instruments of any kind, except as otherwise provided under the Accounts Receivable Coverage Extension.
7. Virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.
8. Dams, dikes, levees, piers, wharves, bulkheads and pilings.
9. **Fine arts**, except as otherwise provided under the **Fine Arts** Coverage Extension.
10. All forms of digital art.



11. **Electronic data**, computer programs or **software**, except when they are **stock** in process, finished **stock** manufactured by **you**, raw materials, supplies, other merchandise not manufactured by **you**, and as provided in the **Electronic Data** Coverage Extension.
12. Precious metals or stones, except when used in industrial or service operations.
13. Property insured under import or export ocean cargo policies.
14. Property **you** transport as a common carrier, or property for which **you** are acting as a freight forwarder or a public warehouseman.
15. Property shipped by governmental postal service mail, unless sent registered or certified.
16. Property that is covered under another form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether **you** can collect on it or not) from that other insurance.
17. Trees, shrubs and plants, except as otherwise provided under the Trees, Shrubs and Plants Coverage Extension.
18. Vehicles or self-propelled machines that:
  - a. Are licensed for use on public roads; or
  - b. Are operated principally away from a **covered location**.

This does not apply to:

  - (1) Vehicles, self-propelled machines or automobiles **you** manufacture, process or warehouse;
  - (2) Vehicles or self-propelled machines, other than automobiles, motorcycles and similar vehicles, **you** hold for sale, lease or rent;
  - (3) Trailers, including non-owned detached trailers while at a **covered location**; and
  - (4) **Mobile equipment or tools** as otherwise insured under the **Mobile Equipment or Tools** Coverage Extension.
19. Water or land, including land on which Covered Property is located, lawns, growing crops outside of buildings, or standing timber; except this exclusion does not apply to **land improvements** or to water that is contained within any enclosed tank, piping system or any other processing system at a **covered location**.
20. Watercraft, other than watercraft that is **your stock** while being stored un-fueled and on dry land at a **covered location**.

#### E. COVERAGE – BUSINESS INCOME

If a Limit of Insurance is shown in the DECLARATIONS for **business income**, we will pay for:

1. The actual loss of **business income** **you** sustain due to the necessary suspension of **your** operations during the **period of restoration** caused by or resulting from direct physical loss or damage by a Covered Cause of Loss to property at a **covered location**.

2. The necessary and reasonable expenses **you** incur in excess of **your** normal operating expenses that reduces **your** loss of **business income**. **We** will not pay more than **we** would have paid if **you** had been unable to make up lost production or continue operations or services.

#### F. COVERAGE – EXTRA EXPENSE

If a Limit of Insurance is shown in the DECLARATIONS for **extra expense**, **we** will pay for the actual necessary and reasonable **extra expense**, **you** incur during the **period of restoration** caused by or resulting from loss or damage by a Covered Cause of Loss to property at a **covered location**.

#### G. COVERAGE EXTENSIONS

The limits of insurance payable under these COVERAGE EXTENSIONS, unless otherwise stated, do not increase and are not in addition to any other applicable Limits of Insurance. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

Coverage provided by this policy is extended as follows:

##### 1. Accounts Receivable

- a. **We** will pay for the following expenses **you** incur directly resulting from direct physical loss or damage by a Covered Cause of Loss to **your** records of accounts receivable at a **covered location**:
  - (1) Amounts due **you** from customers that **you** are unable to collect;
  - (2) Interest charges on any loan to offset amounts **you** are unable to collect, pending **our** payment of those amounts;
  - (3) Collection expense above **your** normal collection expense; and
  - (4) Other reasonable expenses **you** incur to reestablish **your** records of accounts receivable.
- b. The following additional EXCLUSIONS apply to this Extension:
  - (1) **We** will not pay for:
    - (a) Any loss that requires an audit or inventory to establish its existence;
    - (b) Any fraudulent, dishonest or criminal act done by:
      - (i) Anyone entrusted with the account receivables, including their employees and agents; or
      - (ii) Anyone having an interest in the accounts receivable.

This exclusion does not apply to the acts of a carrier for hire.
  - (2) Bookkeeping, accounting, or billing errors or omissions.
  - (3) Wrongful alteration, falsification, manipulation, concealment, destruction, or disposal of records of accounts receivable, committed to conceal the wrongful giving, taking, getting, or withholding of money, securities, or other property.
- c. When records of accounts receivable have been damaged or destroyed, **you** must use all reasonable efforts, including legal action if necessary, to obtain collection of any outstanding accounts receivable, and **we** will pay such costs and expenses of obtaining collection to the extent they reduce **your** covered loss.

- d. When records of accounts receivable have been damaged or destroyed, **you** will use any property or service owned or controlled by **you** or obtainable from other sources in order to reduce **your** loss.

If **you** are unable to accurately determine the amount of outstanding accounts receivable at the time of loss, **our** payment will be calculated from **your** average monthly accounts receivable amount, based on the twelve months preceding the loss, adjusted for normal fluctuations in the month in which the loss occurs, or for any demonstrated variance for that month.

- e. The following will be deducted from the total amount of accounts receivable loss, regardless of the method used to determine that amount:
  - (1) Balances for accounts not damaged or affected by the loss.
  - (2) Amounts of accounts **you** are able to reestablish and collect.
  - (3) An allowance for bad debts **you** are not normally able to collect.
  - (4) All unearned interest and service charges.
- f. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is the only Limit of Insurance that applies to Accounts Receivable. This is additional insurance.

## 2. Arson Reward

**We** will reimburse **you** for rewards **you** pay to an individual or individuals if one or more covered fire losses are caused by or result from fires of a suspicious nature and:

- a. The individual reported the suspected arsonist to local law enforcement officials; and
  - (1) The arsonist is apprehended, brought to trial, and convicted of arson to **your real or personal property** or
  - (2) The arsonist is apprehended, confesses and/or pleads guilty to arson to **your real or personal property** without going to trial.
- b. **Our** payment of this reward will not be increased by:
  - (1) The number of individuals reporting the arsonists;
  - (2) The number of arsonists involved in the loss or damage; or
  - (3) The number of losses.
- c. No deductible applies to this Coverage Extension.
- d. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is additional insurance.

## 3. Contract Penalties

- a. **We** will pay for penalties **you** are contractually required to pay due to direct physical loss or damage to Covered Property at a **covered location** caused by or resulting from a **specified cause of loss**. **We** will only pay if **your** liability for such penalties arises under the terms of a written contract between **you** and **your** customer.

- b. **We** are not obligated to defend **you**, and **we** will not pay any expenses **you** incur in any legal proceedings related to such penalties.
- c. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is additional insurance.

#### 4. Course of Construction

- a. **We** will pay for direct physical loss or damage to **your real property**, caused by or resulting from a Covered Cause of Loss, including new additions and buildings at an existing **covered location** that **you** begin to construct during the **policy period**. This coverage only applies for the number of consecutive days of coverage as shown in the DECLARATIONS from the date **you** begin construction.
- b. **We** will also pay under this Coverage Extension for materials, supplies, machinery, equipment and fixtures, including those that are **personal property of others**, which are:
  - (1) Intended by **you** for use in the construction; and
  - (2) Located on the construction site awaiting use in construction.
- c. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is additional insurance.

#### 5. Cyber Incident

**We** will pay for direct physical loss or damage caused by or resulting from a Cyber Incident, meaning:

- a. The introduction of a malicious code, program, virus, worm or similar unauthorized instruction which is designed or intended to damage, corrupt, destroy, distort, or delete any part of the computer system or disrupt its normal operation, into any of the following, whether owned by **you** or others:

**Electronic data processing equipment, software, electronic data, or media**, information repository of any type, hardware or **software**-based computer operating systems, microprocessors, integrated circuits, computer networks, website service, or any other electronic equipment, computerized equipment, or similar device.
- b. A change in the functionality, availability, accessibility to or operation of any of the items described in **a.** above.
- c. The most **we** will pay in any one **policy period** is the applicable Limit of Insurance as shown in the DECLARATIONS.
- d. **We** will not pay under this Coverage Extension for any loss of **business income** or **extra expense** resulting from a Cyber Incident.

#### 6. Debris Removal Expense

- a. **We** will pay for the expense to remove the debris caused by or resulting from direct physical loss or damage to Covered Property at a **covered location**, and for expenses to remove from a **covered location** windblown debris of property not covered by this policy. **We** will only pay these expenses if **we** receive immediate written notice of the direct physical loss or damage and if these expenses are reported to **us** in writing within 180 days of the date of the direct physical loss or damage.
- b. Debris removal expense does not include any costs to clean up or remove **pollutants, fungus, bacteria, wet or dry rot, virus, or decay**.

- c. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is additional insurance.

## 7. Deferred Payments

- a. **We** will pay for the uncollectable, unpaid balance owed **you** for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to **personal property** that was sold by **you** under a conditional sale, trust agreement, any installment or deferred payment plan after the **personal property** has been delivered to **your** client and in their care, custody or control.
- b. In the event of loss or damage caused by or resulting from a Covered Cause of Loss to **personal property** sold under any of the payment plans shown in 7.a. above, **you** will use all reasonable effort, including legal action against **your** client, to:
  - (1) Collect any outstanding balance due **you**; or
  - (2) Regain possession of the **personal property**.
- c. **We** will not pay for any loss or damage caused by or resulting from:
  - (1) A recall of **your** product. This includes but is not limited to **your** cost to recall, test or to advertise the recall.
  - (2) Theft or conversion of **your personal property** sold under any payment plan by **your** client after they have taken possession of the **personal property**.
- d. Coverage provided by this extension does not apply if **your** client continues with their payments.
- e. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

## 8. Electronic Data

- a. **We** will pay for direct physical loss or damage to **electronic data** while at a **covered location** caused by or resulting from a **specified cause of loss**, other than vandalism. Vandalism as a **specified cause of loss** does not include vandalism to **electronic data**, however caused.
- b. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

## 9. Errors and Omissions

If direct physical loss or damage caused by or resulting from a Covered Cause of Loss to Covered Property is not payable under this policy solely because of an error or unintentional omission made by **you**:

- a. In the description of where the Covered Property is physically located; or
- b. To include any location:
  - (1) Owned, rented or leased by **you** on the effective date of this policy; or
  - (2) Purchased, rented or leased by **you** during the term of the policy; or
- c. That results in cancellation of the Covered Property under this policy, except for cancellation due to nonpayment of premium.

- d. Then **we** will pay the amount **we** would have paid had the error or omission not been made, but not exceeding the Limit of Insurance provided for Errors and Omissions as shown in the DECLARATIONS. This Coverage Extension does not apply if coverage is found elsewhere in this policy. This is additional insurance.

#### 10. Exhibitions, Expositions, Fairs or Trade Shows

- a. **We** will pay for loss or damage caused by or resulting from a Covered Cause of Loss to **your personal property** while at an exhibition, exposition, fair or trade show.
- b. Coverage also applies while **your personal property** is being transported between a **covered location** and the location of the exhibition, exposition, fair or trade show.
- c. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

#### 11. Fine Arts

- a. **We** will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to **your fine arts**.
- b. The following EXCLUSIONS are added and apply only to **fine arts**:  
  
**We** will not pay for:
  - (1) Loss or damage sustained from any repair, restoration, or retouching process.
  - (2) Breakage of art glass windows, statuary, marble, glassware, bric-a-brac, porcelains, and similar fragile articles, unless caused by fire, lightning, aircraft, theft and or attempted theft, windstorm, **earth movement, flood**, explosion, vandalism, collision, derailment or overturn of conveyance.
- c. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is the only Limit of Insurance that applies to **Fine Arts**. This is additional insurance.

#### 12. Fire Department Charges

- a. **We** will pay charges **you** incur when the fire department is called to save or protect Covered Property from a Covered Cause of Loss.
- b. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

#### 13. Fungus, Wet Rot, Dry Rot or Bacteria

- a. **We** will pay for loss or damage caused by **fungus**, wet or dry rot or bacteria. As used in this Coverage Extension, the term loss or damage means:
  - (1) Direct physical loss or damage to Covered Property caused by **fungus**, wet or dry rot or bacteria, including the cost of removal of the **fungus**, wet or dry rot or bacteria;
  - (2) The cost to tear out and replace any part of the building or other property as needed to gain access to the **fungus**, wet or dry rot or bacteria; and
  - (3) The cost of testing performed after removal, repair, replacement, or restoration of the damaged property is completed, provided there is a reason to believe that **fungus**, wet or dry rot or bacteria are present.

- b. The coverage described in **a.** only applies when the **fungus**, wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the **policy period** and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that **occurrence**:

(1) A **specified cause of loss** other than fire or lightning; or

(2) **Flood**, if the **Flood** Cause of Loss applies to the affected **covered location**.

- c. The coverage described under **a.** of this Coverage Extension is limited to the applicable Limits of Insurance shown in the DECLARATIONS. Regardless of the number of claims, this limit is the most **we** will pay for the total of all loss or damage arising out of all **occurrences of specified causes of loss** (other than fire or lightning) and if applicable **flood**, during any one **policy period**). With respect to a particular **occurrence** of loss which results in **fungus**, wet or dry rot or bacteria, **we** will not pay more than the total applicable Limit of Insurance shown in the DECLARATIONS even if the **fungus**, wet or dry rot or bacteria continues to be present or active, or recurs, in a later **policy period**.
- d. The coverage provided under this Coverage Extension does not increase the applicable Limit of Insurance on any Covered Property. If a particular **occurrence** results in loss or damage by **fungus**, wet or dry rot or bacteria, and other loss or damage, **we** will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.
- e. If there is covered loss or damage to Covered Property not caused by **fungus**, wet or dry rot or bacteria, loss payment will not be limited by the terms of this Coverage Extension, except to the extent that **fungus**, wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Coverage Extension.

#### 14. Installation of **Personal Property** or **Personal Property of Others**

- a. **We** will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to **your personal property**, or **personal property of others**, during the **policy period**, which **you** have sold and installed under an installation agreement during the **policy period**, if **your** responsibility continues until the purchaser accepts the installation. Installation coverage applies to Covered Property at any non-owned location within the policy territory.
- b. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

#### 15. Lock and Key Replacement

- a. When a master key or grand master key that is **your personal property** is lost or damaged from a Covered Cause of Loss, **we** will pay the lesser of:
- (1) The actual cost to replace keys;
- (2) The cost to rekey or reprogram the current locks to accept new keys; or
- (3) The cost of new locks including the installation and reprogramming of the new locks.
- b. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is additional insurance.

#### 16. Miscellaneous Unnamed Locations

- a. **We** will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to Covered Property at a **miscellaneous unnamed location**.

- b. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is additional insurance.

#### 17. Mobile Equipment or Tools

- a. **We** will pay for loss or damage caused by or resulting from a Covered Cause of Loss to **mobile equipment or tools** owned, acquired, leased or rented by **you** during the **policy period**.
- b. Unless otherwise stated, **mobile equipment or tools** will be valued at the time and place of loss at **actual cash value**.
- c. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is additional insurance.

#### 18. Newly Acquired Locations

- a. **We** will pay for direct physical loss or damage loss or damage caused by or resulting from a Covered Cause of Loss to Covered Property at **newly acquired locations** that **you** acquire during the **policy period**.
- b. With respect to insurance provided under this Coverage Extension for **newly acquired locations**, coverage will end when any of the following first occurs:
  - (1) This policy expires;
  - (2) The number of consecutive days as shown in the DECLARATIONS after **you** acquire the property that would qualify as Covered Property; or
  - (3) **You** report values to **us**.
- c. **We** will charge **you** additional premium for values reported from the date **you** acquire the property that would qualify as Covered Property.
- d. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is additional insurance.

#### 19. Ordinance or Law

- a. Coverage is extended to apply only to loss of **real property** at a **covered location** insured for **replacement cost**, due to an ordinance or law that regulates the demolition, construction, or repair, or establishes zoning or land use requirements at a **covered location**, subject to the following:
  - (1) The requirements of the ordinance or law are in force at the time of loss; or the ordinance or law is promulgated or revised after the loss but prior to commencement of reconstruction or repair and provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.
  - (2) Coverage 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.
- b. In the event of a Covered Cause of Loss to **real property**, **we** will pay:
  - (1) Demolition Cost



The cost incurred to demolish all or part of **your real property**, including the cost to clear the site, if any law or ordinance that exists at the time of loss requires such demolition.

**(2) Increased Construction Cost**

The increased cost **you** incur for materials and labor required to rebuild the damaged portion of **your real property** at the same location and in a manner that satisfies the minimum requirements of the applicable law or ordinance existing at the time of the loss.

**(3) Undamaged Portion of Real Property**

**We** will pay for the loss in value of the undamaged portion of **your real property** that is a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

**c. We** will not pay for any costs:

**(1)** Unless they are incurred within two years from the date of loss;

**(2)** If they are incurred due to any law or ordinance that:

**(a)** **You** were required to comply with before the loss, even if the building was undamaged; and

**(b)** **You** failed to comply with; or

**(3)** If they are associated with any demolition, abatement, removal, cleanup, debris removal, repair, monitoring or testing, increased cost of repair or other cost resulting from enforcement of any such law or ordinance which relates to **pollution, fungus, bacteria, virus, wet or dry rot, or decay.**

**d. The most we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

**(1)** The limits of insurance applicable to Demolition Cost and Increased Construction Cost are additional Limits of Insurance.

**(2)** The Limit of Insurance applicable to Undamaged Portion of the **Real Property** is included in the Limit of Insurance applicable to the damaged **real property**.

**20. Personal Effects of Employees**

**a. We** will pay for loss or damage caused by or resulting from a Covered Cause of Loss to Personal Effects of **your** employees when such property is at a **covered location**. **We** will not pay for any loss or damage to such property that occurs at an employee's residence.

**b. The most we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is additional insurance.

**21. Plants, Trees and Shrubs**

**a. We** will pay for loss or damage caused by or resulting from a Covered Cause of Loss to trees, shrubs and plants at a **covered location**, however loss or damage caused by freezing, disease or drought is excluded.

**b. The most we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is the only Limit of Insurance that applies to trees, shrubs and plants. This is additional insurance.

## 22. Pollution Cleanup Expense

- a. **We** will pay **your** expense to extract **pollutants** from land or water at a **covered location** if the discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused by or results from a Covered Cause of Loss that occurs at a **covered location** and during the **policy period**. The expenses will be paid only if they are reported to **us** in writing within 180 days of the date on which the Covered Cause of Loss occurs.
- b. This Coverage Extension 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 most **we** will pay under this Coverage Extension in any one **policy period** is the applicable Limit of Insurance shown in the DECLARATIONS.
- d. The **pollutant** exclusion does not apply to the coverage provided by this extension.

## 23. Professional Fees

- a. **We** will pay for the reasonable costs **you** incur for auditors, architects, accountants, and engineers whom **you** hire to prepare and verify the details of a claim from a Covered Cause of Loss to Covered Property when **we** ask **you** for such information in writing.
- b. Professional fees under this extension, do not include:
  - (1) Any fees or expenses of attorneys;
  - (2) Any fees or expenses of public adjusters or any of their subsidiaries or associated entities;
  - (3) Fees based on any contingency; or
  - (4) Fees of loss consultants who provide consultation on coverage or negotiate claims.
- c. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is additional insurance.

## 24. Protection and Preservation of Property

- a. **We** cover **your** reasonable and necessary costs incurred to temporarily protect or preserve Covered Property due to the threat of actual, or imminent loss or damage by a Covered Cause of Loss
- b. This Coverage Extension is subject to the deductible provisions that would have applied had the physical loss or damage happened.
- c. Coverage applies during the number of consecutive days of coverage as indicated in the DECLARATIONS.
- d. The most **we** will pay for all expenses incurred in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.
- e. The Limit of Insurance applicable to the Covered Property at the **covered location** where the costs are incurred also applies to that property while temporarily away from that **covered location**.

## 25. Salespeople Personal Property

- a. **We** will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to **your personal property** in the custody of **your** salespeople anywhere in the world.

- b. Coverage does not apply to loss or damage by theft from a vehicle unless:
  - (1) The vehicle is equipped with a fully enclosed body or compartment;
  - (2) The doors, windows and hatches were securely locked; and
  - (3) There are visible signs of forced entry to the vehicle at the time of loss.
- c. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is additional insurance.

## 26. Transit

- a. **We** will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to **your personal property** while in the due course of **transit**.
- b. This extension of coverage also applies to **personal property of others** while in the due course of **transit** at **your** risk but does not apply if **you** are acting as a common or contract carrier.
- c. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

## 27. Utility Services Interruption

- a. **We** will pay for direct physical loss of or damage to Covered Property, caused by an interruption in Utility Services to a **covered location**. The interruption in utility service must result from direct physical loss or damage caused by or resulting from a Covered Cause of Loss to Utility Service property located away from a **covered location**, or at a **covered location** but only if the interruption involves property of the type not otherwise excluded by this policy.

This Coverage Extension does not apply to loss or damage to **electronic data**, including destruction or corruption of **electronic data**.

- b. Utility Services are limited to:
  - (1) Water Supply Services, meaning the following types of property supplying water to a **covered location**:
    - (a) Pumping stations; and
    - (b) Water mains.
  - (2) Communication Supply Services, meaning property supplying communication services, including telephone, radio, internet, microwave or television or cloud services to a **covered location**, such as:
    - (a) Communication transmission lines, including fiber optic transmission lines;
    - (b) Coaxial cables; and
    - (c) Microwave radio relays except satellites.

Loss due to above ground and underground transmission lines are excluded unless otherwise indicated in the DECLARATIONS.

(3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to a **covered location**:

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

Loss due to above ground and underground transmission lines are excluded unless otherwise indicated in the DECLARATIONS.

- c. As used in this Coverage Extension, the term transmission lines include all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.
- d. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is additional insurance.

#### H. COVERAGE EXTENSIONS for **Business Income** or **Extra Expense**

The limits of insurance payable under these COVERAGE EXTENSIONS are included in the **business income**, or if applicable **extra expense**, limits of insurance and do not increase and are not in addition to any other applicable limits of insurance. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance shown in the DECLARATIONS.

##### 1. Civil or Military Authority

When a Covered Cause of Loss causes direct physical loss or damage to property other than property at a **covered location**, **we** will pay for the actual loss of **business income you** sustain (if a Limit of Insurance for **business income** is shown in the DECLARATIONS) and the necessary and reasonable **extra expense** incurred by **you** (if a Limit of Insurance for **extra expense** is shown in the DECLARATIONS) caused by action of civil or military authority that prohibits access to a **covered location**, provided that both of the following apply:

- a. Access to the area immediately surrounding the damaged property is prohibited by civil or military authority as a result of the damage, and the **covered locations** are within that area but are not more than the coverage radius distance stated in the DECLARATIONS from the damaged property; and
- b. The action of civil or military authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil or military authority to have unimpeded access to the damaged property.

Civil or Military Authority Coverage for **business income** will begin after the QUALIFYING PERIOD shown in the DECLARATIONS after the time of the first action of civil authority that prohibits access to a **covered location** and will apply for a period of up to the number of consecutive days as shown in the DECLARATIONS from the date on which such coverage began.

Civil Authority Coverage for **Extra Expense** will begin immediately after the time of the first action of civil authority that prohibits access to a **covered location** and will end:

- (1) After the number of consecutive days (COVERAGE PERIOD) as stated in the DECLARATIONS after the date of that action; or

(2) When **your** Civil Authority Coverage for **Business Income** ends;

whichever is later.

- c. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

## 2. Contingent Loss of **Business Income** or **Extra Expense** – **Attraction Properties**

- a. When a Covered Cause of Loss causes direct physical loss or damage to property of the type not otherwise excluded by this policy at an **attraction property**, **we** will pay for the actual loss of **business income you** sustain (if a Limit of Insurance for **business income** is shown in the DECLARATIONS) and the necessary and reasonable **extra expense** incurred by **you** (if a Limit of Insurance for **extra expense** is shown in the DECLARATIONS) due to the necessary suspension of **your** operations during the **period of restoration**. The suspension must be caused by direct physical loss of or damage to property of the type not otherwise excluded by this policy at an **attraction property** caused by or resulting from a Covered Cause of Loss.

- b. However, coverage does not apply when the only loss to an **attraction property** is loss or damage to **electronic data**, including destruction or corruption of **electronic data**. If the **attraction properties** sustain loss or damage to **electronic data** and other property, coverage ends once the other property should be repaired, rebuilt, or replaced.

- c. **Period of restoration**, with respect to **attraction property**, means the period of time that:

(1) Begins after the number of hours (waiting period) as shown in the DECLARATIONS after the time of the direct physical loss or damage caused by or resulting from a Covered Cause of Loss at the premises of the **attraction property**; and

(2) Ends on the date when the property at the premises of the **attraction property** should be repaired, rebuilt or replace with reasonable speed and similar quality.

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

(3) Regulates the construction, use or repair, or requires the tearing down, of any property;

(4) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of **pollutants**.

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

- d. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

## 3. Contingent Loss of **Business Income** or **Extra Expense**

- a. When a Covered Cause of Loss causes direct physical loss or damage to property of the type not otherwise excluded by this policy at a **contingent property** located anywhere in the world where **we** are permitted by law to provide coverage, **we** will pay for the actual loss of **business income you** sustain (if a Limit of Insurance for **business income** is shown in the DECLARATIONS) and the necessary and reasonable **extra expense** incurred by **you** (if a Limit of Insurance for **extra expense** is shown in the DECLARATIONS) due to the necessary suspension of **your** operations during the **period of restoration**. The suspension must be caused by direct physical loss of or damage to property of the type not otherwise excluded by this policy at a **contingent property** caused by or resulting from a Covered Cause of Loss.

- b. However, coverage does not apply when the only loss to a **contingent property** is loss or damage to **electronic data**, including destruction or corruption of **electronic data**. If the **contingent property** sustains loss or damage to **electronic data** and other property, coverage will end once the other property should be repaired, rebuilt or replaced.

- c. **Period of restoration**, with respect to **contingent property**, means the period of time that:

- (1) Begins after the number of hours (WAITING PERIOD) as shown in the DECLARATIONS after the time of direct physical loss or damage caused by or resulting from a Covered Cause of Loss at the premises of the **contingent property**; and
- (2) Ends on the date when the property at the premises of the **contingent property** should be repaired, rebuilt or replace with reasonable speed and similar quality.

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

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

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

- d. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

#### 4. **Secondary Contingent Property**

- a. When a Covered Cause of Loss causes direct physical loss or damage to property of a type insured by this policy at a **secondary contingent property** located anywhere in the world where **we** are permitted by law to provide coverage, **we** will pay for the actual loss of **business income you** sustain (if a Limit of Insurance for **business income** or **business income** and **extra expense** is shown in the DECLARATIONS), and the necessary and reasonable **extra expense** incurred by **you** (if a Limit of Insurance for **extra expense** is shown in the DECLARATIONS), due to the necessary suspension of **your** operations during the **period of restoration**. The suspension must be caused by direct physical loss of or damage to property of the type not otherwise excluded by this policy at a **secondary contingent property**, which in turn results in partial or complete interruption of the materials or services provided to **you** by a **contingent property**, thereby resulting in the suspension of **your** operations.

- b. Coverage does not apply when the only loss at the **secondary contingent property** is loss or damage to **electronic data**, including destruction or corruption of **electronic data**. If the **secondary contingent property** sustains loss or damage to **electronic data** and other property, coverage will end once the other property should be repaired, rebuilt or replaced.

- c. **Period of restoration**, with respect to **secondary contingent property**, means the period of time that:

- (1) Begins the number of hours as shown in the DECLARATIONS after the time of direct physical loss or damage caused by or resulting from a Covered Cause of Loss at the premises of the **secondary contingent property**; and
- (2) Ends on the date when the property at the premises of the **secondary contingent property** should be repaired, rebuilt, or replaced with reasonable speed and similar quality.

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

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

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

- d. The most **we** will pay in total, regardless of the number of **secondary contingent property** involved, in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

## 5. Crisis Event Caused By A Violent Crime

- a. If a Limit of Insurance is shown in the DECLARATIONS for **business income**, **we** will pay for the actual loss of **business income you** sustain if **you** are denied access to a **covered location** by order of civil or military authority resulting from a Crisis Event at a **covered location**. Crisis Event as used in this Coverage Extension means an actual or attempted murder, suicide, armed robbery, or other violent crime.
- b. If a Limit of Insurance is shown in the DECLARATIONS for **extra expense**, **we** will pay for the necessary and reasonable Crisis Event **extra expense you** incur if **you** are denied access to a **covered location** by order of civil or military authority resulting from a Crisis Event at a **covered location**.
- c. This coverage will apply for a period not to exceed the applicable number of consecutive days as shown in the DECLARATIONS from the date of the order.
- d. Any coverage for loss of **business income** or **extra expense** found elsewhere in this policy does not apply to loss or damage caused by a Crisis Event.
- e. Crisis Event **extra expense** as used in this Coverage Extension means the necessary and reasonable costs:
  - (1) Of temporarily using property or facilities of **yours** or others;
  - (2) Temporary fees paid to an outside security services firm;
  - (3) Transportation costs from the affected **covered location** at the time of the crisis event; or
  - (4) Costs incurred by a professional crisis management or public relations firm to assist or advise on communications strategies to mitigate negative publicity or to attempt to restore **your** business's image to pre-crisis event status.
- f. The most **we** will pay in any one crisis event is the applicable Limit of Insurance as shown in the DECLARATIONS.

## 6. Extended **Period of Restoration – Business Income**

- a. If **you** sustain a loss of **business income**, **we** will pay the actual loss of **business income you** sustain due to a reduction in sales, earnings or rental income for the additional time required, when **you** use reasonable speed, to restore **your** business to the condition it would have been in if no loss had occurred. This additional time starts with the time when the **period of restoration** would have ended and continues for no more than the number of consecutive days as shown in the DECLARATIONS immediately following the **period of restoration**.

- b. This Coverage Extension does not apply if **you** elect not to either repair or replace **your** Covered Property, or to resume the operation of **your** business. The exclusions and restrictions in this policy regarding loss of **your** market share do not apply to this Coverage Extension.

## 7. Fungus, Wet Rot, Dry Rot or Bacteria

- a. The coverage described in 7.b. only applies when the **fungus**, wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the **policy period** and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that **occurrence**:
  - (1) A **specified cause of loss** other than fire or lightning; or
  - (2) **Flood**, if the **flood** Cause of Loss applies to the affected location.
- b. The following applies only if **business income** or **extra expense** coverage applies to a **covered location** and only if the suspension of operations satisfies all terms and conditions of the applicable **business income** or **extra expense** coverage:
  - (1) If the loss which resulted in **fungus**, wet or dry rot or bacteria does not in itself necessitate a suspension of operations, but such suspension is necessary due to loss or damage to property caused by **fungus**, wet or dry rot or bacteria, then **our** payment under **business income** or **extra expense** is limited to the amount of loss or expense sustained in a period of not more than the number of days as shown in the DECLARATIONS. The days need not be consecutive.
  - (2) If a covered suspension of operations was caused by loss or damage other than **fungus**, wet or dry rot or bacteria but remediation of **fungus**, wet or dry rot or bacteria prolongs the **period of restoration**, **we** will pay for loss or expense sustained during the delay (regardless of when such a delay occurs during the **period of restoration**), but such coverage is limited to the number of days as shown in the DECLARATIONS. The days need not be consecutive.
  - (3) Regardless of the number of days shown in the DECLARATIONS, the most **we** will pay in any one **occurrence** is the **business income** or **extra expense** Limit of Insurance shown in the DECLARATIONS for **Fungus, Wet Rot, Dry Rot or Bacteria**.

## 8. Ingress or Egress

**We** will pay for the actual loss of **business income** **you** sustain (if a Limit of Insurance for **business income** is shown in the DECLARATIONS) and the necessary and reasonable **extra expense** incurred by **you** (if a Limit of Insurance for **extra expense** is shown in the DECLARATIONS) when **your** ingress to or egress from a **covered location** is prevented as the direct result of a Covered Cause of Loss to property other than **your** property within the coverage radius distance (as shown in the DECLARATIONS) of a **covered location**. This coverage will apply for a period not to exceed the **COVERAGE PERIOD** number of consecutive days (as shown in the DECLARATIONS) from the date **your** ingress or egress is first prevented.

Ingress or Egress Coverage for **business income** will begin after the **QUALIFYING PERIOD** shown in the DECLARATIONS after the time ingress to or egress from a **covered location** is first prevented and will apply for a period of up to the number of consecutive days as shown in the DECLARATIONS from the date on which such coverage began.

## 9. Interruption of Computer Operations Due to Cyber Incident

If a Limit of Insurance is shown in the DECLARATIONS for **business income**, **we** will pay for the actual loss of **business income** **you** sustain, and if covered under this policy, the necessary and reasonable **extra expenses** **you** incur caused by an interruption in computer operations due to destruction or corruption of **electronic data** from a Cyber Incident, meaning:



- a. The introduction of a malicious code, program, virus, worm or similar unauthorized instruction which is designed or intended to damage, corrupt, destroy, distort, or delete any part of the computer system or disrupt its normal operation, into any of the following, whether owned by **you** or others:

**Electronic data processing equipment, software, electronic data, or media**, information repository of any type, hardware or **software**-based computer operating systems, microprocessors, integrated circuits, computer networks, website service, or any other electronic equipment, computerized equipment, or similar device.

- b. A change in the functionality, availability, accessibility to or operation of any of the items described in **a.** above.
- c. The most **we** will pay in any one **policy period** is the applicable Limit of Insurance shown in the DECLARATIONS.

#### 10. Miscellaneous Unnamed Locations

- a. If a Limit of Insurance is shown in the DECLARATIONS for **business income**, **we** will pay for the actual loss of income **you** sustain due to direct physical loss or damage by a Covered Cause of Loss to **miscellaneous unnamed locations**.
- b. If a Limit of Insurance is shown in the DECLARATIONS for **extra expense**, **we** will pay for the necessary and reasonable **extra expenses you** incur due to direct physical loss or damage by a Covered Cause of Loss to **miscellaneous unnamed locations**.
- c. The most **we** will pay in total regardless of the number of locations involved, in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is the only Limit of Insurance that applies to loss of **business income** or **extra expense** at **miscellaneous unnamed locations**.

#### 11. Newly Acquired Locations

- a. If a Limit of Insurance is shown in the DECLARATIONS for **business income**, **we** will pay for the actual loss of income **you** sustain due to direct physical loss or damage by a Covered Cause of Loss to **newly acquired locations**.
- b. If a Limit of Insurance is shown in the DECLARATIONS for **extra expense**, **we** will pay for the necessary and reasonable **extra expenses you** incur due to direct physical loss or damage by a Covered Cause of Loss to **newly acquired locations**.
- c. With respect to insurance provided under this Coverage Extension for **newly acquired locations**, coverage will end when any of the following first occurs:
  - (1) This policy expires;
  - (2) The number of consecutive days that coverage applies as shown in the DECLARATIONS that expire after **you** acquire the property that would qualify as Covered Property; or
  - (3) **You** report values to **us**.
- d. **We** will charge **you** additional premium for values reported from the date **you** acquire the property that would qualify as Covered Property.
- e. The most **we** will pay in any one **occurrence** is the applicable Limits of Insurance as shown in the DECLARATIONS.

## 12. Ordinance or Law – Increased **Period of Restoration**

- a. If a Covered Cause of Loss occurs to Covered Property at a **covered location**, coverage is extended to include the amount of actual and necessary loss **you** sustain during the increased **period of restoration** caused by or resulting from the enforcement of any ordinance or law that:

- (1) Regulates the construction or repair of any Covered Property;
- (2) Requires the tearing down of parts of any Covered Property not damaged by a Covered Cause of Loss; and
- (3) Is in force at the time of loss.

However, coverage is not extended to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

- (a) The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by **pollutants** or due to the presence, growth, proliferation, spread or any activity of **fungus**, wet or dry rot, virus or bacteria; or
  - (b) Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**, **fungus**, wet or dry rot, virus or bacteria.
- b. The most **we** will pay in total in any one **occurrence**, regardless of the number of **covered locations** and **real property** involved in that **occurrence**, is the applicable Limits of Insurance as shown in the DECLARATIONS.

## 13. Pollution Cleanup **Business Income**

- a. **We** will pay for the actual loss of **business income you** sustain when **you** extract **pollutants** from land or water at a **covered location** if the discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused by or results from a Covered Cause of Loss that occurs at the **covered location** and during the **policy period**. The loss of **business income** will be paid only if reported to **us** in writing within 180 days of the date on which the Covered Cause of Loss occurs.
- b. This Coverage Extension does not apply to the actual loss of **business income** or costs incurred during the period of time in which the existence, effects, or concentration of **pollutants** are being tested for, monitored or assessed. But **we** will pay for testing which is performed in the course of extracting the **pollutants** from the land or water.
- c. The most **we** will pay under this Coverage Extension for the sum of all covered loss during each separate **policy period** is the applicable Limit of Insurance as shown in the DECLARATIONS.

## 14. Research and Development

- a. **We** cover **your** actual loss sustained of fixed charges and **ordinary payroll** directly attributable to the interruption of research and development projects that would not have produced income during the **period of restoration**.
- b. **We** cover these fixed charges only to the extent they continue after the Covered Cause of Loss and only during the **period of restoration**.
- c. To the extent **you** are able to resume operations, **we** cover only that portion of the fixed charges related to that part of the research and development operation that has not yet been restored.

- d. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

## 15. Transit Business Income

**We** will pay for actual loss of **business income** **you** sustain due to direct physical loss or damage caused by or resulting from a Covered Cause of Loss to **your personal property** while in the due course of **transit**. This extension of coverage also applies to **personal property of others** while in the due course of **transit** at **your** risk but does not apply if **you** are acting as a common or contract carrier.

The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

## 16. Utility Services Interruption

- a. If a Limit of Insurance is shown in the DECLARATIONS for **business income**, **we** will pay for the actual loss of income **you** sustain caused by an interruption in Utility Services to **covered locations**.
- b. If a Limit of Insurance is shown in the DECLARATIONS for **extra expense**, **we** will pay for the necessary and reasonable **extra expenses** **you** incur caused by an interruption in Utility Services to **covered locations**.
- c. The interruption in utility service must result from direct physical loss or damage caused by or resulting from a Covered Cause of Loss to Utility Service property when the failure, interference with or interruption occurs away from a **covered location**.
- d. This Coverage Extension does not apply to loss or damage to **electronic data**, including destruction or corruption of **electronic data**.

- e. Utility Services are limited to:

- (1) Water Supply Services, meaning the following types of property supplying water to a **covered location**:

(a) Pumping stations; and

(b) Water mains.

- (2) Communication Supply Services, meaning property supplying communication services, including telephone, radio, internet, microwave or television or cloud services to a **covered location**, such as:

(a) Communication transmission lines, including fiber optic transmission lines;

(b) Coaxial cables; and

(c) Microwave radio relays except satellites.

Loss due to above ground and underground transmission lines are excluded unless otherwise indicated in the DECLARATIONS.

- (3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to a **covered location**:

(a) Utility generating plants;

(b) Switching stations;

- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

Loss due to above ground and underground transmission lines are excluded unless otherwise indicated in the DECLARATIONS.

- f. As used in this Coverage Extension, the term transmission lines include all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.
- g. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

#### I. COVERED CAUSES OF LOSS

Covered Cause of Loss as used in this policy means all risks of direct physical loss or damage unless the loss or damage is otherwise excluded or limited.

#### J. EXCLUSIONS

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

- a. War

Loss attributable to:

- (1) War, including undeclared or civil war; or
- (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, including action taken by a governmental authority in hindering or defending against any of these

whether or not involving the use of any chemical, biological or nuclear substance.

- b. **Earth Movement**

But if **earth movement** results in fire or explosion, **we** will pay for the loss or damage caused by that fire or explosion.

This exclusion applies regardless of whether caused by an act of nature or is otherwise caused.

- c. **Flood**

- (1) If a loss to Covered Property by fire, theft, or explosion ensues, **we** will pay for that loss.
- (2) This exclusion does not apply to Covered Property in **transit**.

**d. Fungus, Wet or Dry Rot, Decay**

If a loss to Covered Property from a **specified cause of loss** ensues, **we** will pay for that loss.

**e. Pollution**

Discharge, dispersal, seepage, migration, release or escape of **pollutants** unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the **specified causes of loss**. But if the discharge, dispersal, seepage, migration, release or escape of **pollutants** results in a **specified cause of loss**, **we** will pay for the loss or damage caused by that **specified cause of loss**.

**f. Ordinance or Law**

Except as provided in COVERAGE EXTENSION, Ordinance or Law, **we** will not pay for loss or damage attributable to:

The enforcement of any ordinance or law:

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

This exclusion applies whether the loss results from:

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

**g. Seizure or Destruction of Property by Government Order**

However, **we** will pay for loss or damage to Covered Property resulting from acts of destruction ordered by government to prevent the spread of fire.

**h. Nuclear Reaction or Nuclear Radiation, or Radioactive Contamination However Caused**

However, if loss or damage to Covered Property by fire ensues, **we** will pay for that loss or damage unless otherwise limited or excluded elsewhere in this policy, including any limits or exclusions applicable to terrorism.

**i. Utility Service Interruption**

Except as provided in the Coverage Extension, Utility Services Interruption, **we** will not pay for loss or damage caused by or resulting from the failure, interference with or interruption of any public or private utility or any entity providing electrical, heating, air conditioning, refrigeration, telecommunication, steam, water, sewer or fuel service or any other service, if the failure, interference with or interruption occurs away from a **covered location**.

If a Covered Cause of Loss ensues, **we** will pay for that loss, however **we** will not pay for loss or damage caused by or resulting from spoilage.

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

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

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

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

**j. Virus or Bacteria**

The actual or suspected presence or threat of any virus, bacteria, organism or like substance that is capable of inducing disease, illness, physical distress or death, whether infectious or otherwise, including but not limited to any epidemic, pandemic, influenza, plague, SARS or Avian Flu.

**k. Cyber Incident**

**We** will not pay for loss or damage attributable to a Cyber Incident except to the extent otherwise provided in the Cyber Incident Coverage Extension and Interruption of Computer Operations Due to a Cyber Incident Coverage Extension for **Business Income**, Combined **Business Income** and **Extra Expense**, or **Extra Expense**. A Cyber Incident means:

- (1) Unauthorized access to or use of any computer system (including **electronic data**).
- (2) Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including **electronic data**) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or the use of any part or prevent or restrict access to of any computer system (including **electronic data**) or otherwise disrupt its normal functioning or operation.
- (3) Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.
- (4) Failure of **electronic data processing equipment** or media to correctly recognize, interpret, calculate, compare, differentiate, sequence, access or process data involving one or more dates or times.

If a Cyber Incident results in fire or explosion, **we** will pay for the loss or damage caused by that fire or explosion. Vandalism loss or damage as provided by this policy does not include a Cyber Incident as defined in Paragraphs (1) through (4) of this exclusion.

**l. Sanctions**

**We** will not pay for or be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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

- a. Unexplained or mysterious disappearance of any property.
- b. Shortage of property discovered on taking inventory.
- c. Theft by employees, whether acting alone or with others.

d. Any criminal, fraudulent or dishonest acts committed alone or in collusion with others:

- (1) By **you**;
- (2) By any of **your** associates, proprietors, partners, directors, trustees, officers, agents, employees or representatives; or
- (3) By any person or entity to whom **you** or any of **your** associates, proprietors, partners, directors, trustees, officers, agents, employees, or representatives voluntarily relinquishes possession of Covered Property with or without **your** authority.
- (4) Including theft by any person to whom **you** entrust the property for any purpose, whether acting alone or in collusion with any other party.

However, acts of destruction, including vandalism, by employees to Covered Property shall not be subject to this Exclusion.

e. Loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product.

f. Loss attributable to:

- (1) Wear and tear, deterioration, depletion, erosion, rust, corrosion.
- (2) Inherent vice, latent defect, or any quality in the Covered Property that causes it to damage or destroy itself.
- (3) Smog, acid rain, agricultural smudging.
- (4) Smoke, fumes, gas or vapor that result from industrial operations.
- (5) Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings, retaining walls or outdoor swimming pools.
- (6) Animals, birds, vermin, rodents or insects.
- (7) Change or extremes in temperature or humidity, whether atmospheric or not, except damage to equipment.
- (8) Contamination, shrinkage, change in taste, texture, finish, odor or color.

If a Covered Cause of Loss ensues, **we** will pay for that loss.

g. Failure or breakdown of machinery or equipment, including rupture or bursting caused by centrifugal force.

If a Covered Cause of Loss ensues, **we** will pay for that resulting loss.

h. Explosion of the following:

- (1) Steam boilers;
- (2) Steam turbines, steam engines, steam piping, electric steam generators; or

(3) Gas turbines.

If a loss to Covered Property by fire or explosion ensues, **we** will pay for that loss.

i. Rupture, bursting, cracking, burning or bulging of the following:

(1) Steam boilers;

(2) Steam turbines, steam engines, steam piping, electric steam generators;

(3) Hot water boilers or other equipment for heating water;

(4) Pressure vessels; or

(5) Gas turbines.

If a loss to Covered Property by fire or explosion ensues, **we** will pay for that loss.

j. Any electrical injury or disturbance to electrical appliances, devices, fixtures, wiring or other electrical or electronic equipment caused by electrical currents artificially generated.

If a fire or an explosion loss ensues, **we** will pay for that resulting loss.

k. Loss attributable to faulty, defective, or inadequate:

(1) Construction, workmanship or material.

(2) Maintenance.

(3) Design, plan or specification.

(4) Developing, surveying or siting of buildings or structures during construction or alterations.

If a Covered Cause of Loss ensues, **we** will pay for that loss.

l. Acts or decisions, including the failure to act or decide, of any governmental employee, agent, group, organization, agency or body.

If a Covered Cause of Loss ensues, **we** will pay for that loss.

m. Ransomware

(1) Loss resulting from the surrender of ransom in response to an unlawful demand including, but not limited to, an unlawful demand arising out of:

(a) A threat to introduce a denial of service attack into **any electronic data processing equipment**;

(b) A threat to introduce a virus or other malicious instruction into any **electronic data processing equipment**, which would encrypt, damage, destroy or corrupt **electronic data** or computer programs stored within the **electronic data processing equipment**; or

(c) A threat to access, download, disseminate, divulge or utilize:

(i) **Your** information or the information of any other natural person or entity; or

(ii) Weaknesses in the source code within any computer system.



- (2) Loss resulting from payment of any kind in response to a denial of service attack, ransomware, virus or other malicious instruction introduced into any **electronic data processing equipment** that denies or restricts access, encrypts, downloads or otherwise damages, destroys or corrupts any **electronic data processing equipment, electronic data** or computer program.
- (3) Fees, costs and expenses incurred by **you** arising out of any act or event in Paragraph (1) or (2) above.

### 3. BUSINESS INCOME AND EXTRA EXPENSE EXCLUSIONS

- a. In addition to the EXCLUSIONS above, as respects **business income** or **extra expense**, or COMBINED **BUSINESS INCOME AND EXTRA EXPENSE**, we will not pay for:

- (1) Delay, loss of market, loss of use, indirect or remote loss or damage.
- (2) Any loss during any idle period. Idle period includes, but is not limited to, any period when production, operation or service would cease or be prevented due to:
  - (a) Physical damage not insured under this policy on or away from a **covered location**;
  - (b) Planned or rescheduled shutdown or maintenance;
  - (c) Strikes or other work stoppage; or
  - (d) Any reason other than a Covered Cause of Loss.
- (3) Any increase in loss due to:
  - (a) Suspension, cancellation or lapse of any lease, contract, license or order.
  - (b) Fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.
- (4) Any consequential, indirect or remote loss.
- (5) Any loss resulting from damage to:
  - (a) Finished **stock** manufactured by **you**, nor for the time required for their reproduction.
  - (b) Property listed under the Section **D. PROPERTY NOT COVERED** or endorsed to this policy.
- (6) Any loss or expense recoverable elsewhere in this policy.

- b. As respects **extra expense**, we will not pay for:

- (1) Loss of **business income**.
- (2) Costs which would have been incurred in conducting **your** business during the same period had no Covered Cause of Loss happened.
- (3) The cost of permanent repair or replacement of property that has been damaged or destroyed.
- (4) Any loss during any idle period. Idle period includes, but is not limited to, any period when production, operation or service would cease or be prevented due to:
  - (a) Physical damage not insured under this policy on or away from a **covered location**;

- (b) Planned or rescheduled shutdown or maintenance;
  - (c) Strikes or other work stoppage; or
  - (d) Any reason other than a Covered Cause of Loss.
- (5) Any increase in loss due to:
- (a) Suspension, cancellation or lapse of any lease, contract, license or order.
  - (b) Fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.
- (6) Any consequential, indirect or remote loss.
- (7) Any loss resulting from damage to:
- (a) Finished **stock** manufactured by **you**, nor for the time required for their reproduction.
  - (b) Property in **transit** except as provided in the Coverage Extensions.
  - (c) Property listed under the Section **D. PROPERTY NOT COVERED** section of this policy.
- (8) Any loss or expense recoverable elsewhere in this policy.

#### K. LIMITS OF INSURANCE

The most **we** will pay for loss or damage in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. However, **we** will pay no more than **your** interest in the lost or damaged property.

#### L. DEDUCTIBLE

See the DECLARATIONS for Application of Deductibles.

#### M. VALUATION

See the DECLARATIONS for the selected valuation.

##### 1. Replacement Cost

- a. Loss or damage to Covered Property will be valued at the time and place of the loss at **replacement cost** unless otherwise indicated in Paragraphs **2.** and **3.** below or by endorsement.
- b. **We** will not pay **replacement cost** until the lost or damaged property is repaired or replaced. If repairs or replacement are not made within two years after the date of the physical loss, **we** will pay only the **actual cash value** amount.
- c. **Replacement cost** will be the lesser of:
  - (1) The cost to repair the damaged property; or
  - (2) The cost to replace or rebuild with new materials of like size, kind and quality; or
  - (3) The selling price of **your real property** or **personal property**, other than **stock**, that is offered for sale, less all saved expenses; or
  - (4) The amount of **your** legal liability to the owner of **personal property of others**; or

(5) The applicable Limit of Insurance.

**We** will not pay for any increase in cost due to **your** failure to use reasonable speed to repair, rebuild or replace the damaged property.

If the replacement occurs at another location, **we** will not pay more than **we** would have paid at the location where the loss occurred.

d. If **you** elect not to rebuild **your real property** after a Covered Cause of Loss, **you** may still make claim for the Covered Cause of Loss to **your real property** at **replacement cost**, excluding any amounts for demolition or increased cost of construction, provided;

(1) **You** spend those funds on capital expenditures to improve **real property** at **covered locations** within the policy territory;

(2) Those capital expenditures were not planned as of the date of loss; and

(3) **You** make claim for the expenditure of these funds within two years of the date of loss.

e. The **period of restoration** will not be increased by any of the above.

## 2. Actual Cash Value

In the event of loss or damage **we** will determine the value of the following property at **actual cash value**:

a. Manuscripts; and

b. **Mobile equipment or tools.**

## 3. Other Valuations to Specific Types of Property

In the event of loss or damage **we** will determine the value of the following types of Covered Property as follows:

a. Exposed film

The value of unexposed film of the same type and quality.

b. **Fine arts**

(1) The lesser of the:

(a) Reasonable or necessary restoration or repair costs needed to return the damaged articles to its condition as of the time of loss;

(b) Cost to replace the damaged article;

(c) Value specified for articles if shown on a schedule of **fine arts** on file with **us**, or

(d) Value specified for articles if shown on the schedule of any form or endorsement attached to this policy.

(2) In the event of the total loss of an article or articles which are a part of a pair or set, **we** will pay **you** the full amount of the value of such set as determined in 3.b.(1) above and **you** will surrender the remaining article or articles of the set to **us**.

c. Finished **stock** that is manufactured by **you**

The regular cash selling price at the location where the loss occurs, less all discounts and charges to which the merchandise or finished goods would have been subject had no loss occurred.

d. **Media, electronic data**, programs or any **software** stored on electronic, electromechanical, electromagnetic **electronic data processing equipment** or production equipment will be valued at the cost of blank **media** and the charges incurred to transfer from backup or from originals of a previous generation. **We** will not pay for any other cost, including research, engineering or other cost of restoring or recreating lost information.

e. **Stock** in process

The value of raw materials and labor expended plus the proper proportion of overhead charges.

f. **Valuable papers and records**

The value of blank **media**, plus the cost of copying from backup or from originals of a previous generation. **We** will not pay for any other cost, including research, engineering or other costs of restoring or recreating lost information.

g. Patterns, dies, molds and forms not in current usage at **actual cash value**. If loss or damage is paid on an **actual cash value** basis and within 60 months from the date of the covered loss or damage and **you** need to repair or replace them, **we** will pay **you**, subject to the Conditions of this policy, the difference between **actual cash value** and **replacement cost** when the patterns, dies, molds and forms are actually repaired or replaced.

h. Tenant's **improvements and betterments** at:

- (1) Replacement cost of the lost or damaged property if it is actually repaired or replaced as soon as reasonably possible.
- (2) A proportion of **your** original cost if **you** do not make repairs as soon as reasonably possible. **We** will determine the proportionate value as follows:
  - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
  - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease. If **your** lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- (3) Nothing if others pay for repairs or replacement.

4. Loss Determination of **Business Income** and **Extra Expense**

a. **Business Income**

The amount of **business income** loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred.
- (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses.

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

(4) Relevant sources of information, including:

(a) **Your** financial records and accounting procedures;

(b) Bills, invoices and other vouchers and

(c) Deeds, liens or contracts.

If **you** do not resume business operations, or do not resume business operations as quickly as possible, **we** will pay based on the length of time it would have taken to resume business operations as quickly as possible.

**b. Extra Expense**

The amount of **extra expense** will be determined based on all expenses that exceed the normal operating expenses that would have been incurred by business operations during the **period of restoration** if no direct physical loss or damage had occurred. **We** will deduct from the total of such expenses:

(1) The salvage value that remains of any property bought for temporary use during the **period of restoration**, once business operations are resumed; and

(2) Any **extra expense** that is paid for by other insurance.

(3) All actual, necessary and reasonable expenses that reduce the **business income** loss otherwise sustained.

**c. Reductions in Amount We Pay**

(1) **We** will reduce the amount of the **business income** loss payment to the extent **you** can resume **your** business operations, in whole or in part, by using:

(a) Damaged or undamaged property (including merchandise or **stock**) at the **covered location** or elsewhere;

(b) Any other available source of materials or other outlet for **your** products.

(2) **We** will reduce the amount of the **extra expense** loss payment to the extent **you** can return operations to normal and discontinue **extra expenses**.

(3) **We** will reduce the amount of the **business income** loss payment to the extent that the reduction in volume of **business income** from the affected income channel is offset by an increase in the volume of business from other income channels.

(4) If **you** are operating at a Net Loss, continuing normal operating expenses will be offset by the Net Loss.

**N. POLICY CONDITIONS**

**1. Abandonment of Property**

**You** may not abandon any property to **us**.

## 2. Appraisal

- a. If **you** fail to agree with **us** on the amount of a loss, either party may demand that the disputed amount be submitted for appraisal. A demand for appraisal will be made in writing within 60 days after **our** receipt of proof of loss. Each party will then choose a competent and disinterested appraiser. Each party will notify the other of the identity of its appraiser within 30 days of the written demand for appraisal.
- b. The two appraisers will choose a competent and disinterested umpire. If the appraisers are unable to agree on an umpire within 15 days, **you** or **we** may petition a judge of a court of record in the state where the Covered Cause of Loss happened, to select an umpire.
- c. The appraisers will then set the amount of the loss or damage. If the appraisers submit a written report of an agreement to **you** and **us**, the amount they agree on will be the amount of **our** payment for the loss or damage. If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will set the amount of loss or damage.
- d. Each appraiser will be paid by the party that selects him or her. Other expenses of the appraisal and compensation of the umpire will be paid equally by **you** and **us**.
- e. If there is an appraisal, **we** will still retain **our** right to deny the claim.

## 3. Assignment

**Your** assignment of this policy will not be valid except with **our** written consent.

## 4. Brands and Labels

In the event of a Covered Cause of Loss to branded or labeled merchandise, **we** may choose to take title to all or any part of that merchandise, at the value established by the terms of this policy. **You** may, at **your** expense:

- a. Stamp the term "salvage" on the merchandise or its containers; or
- b. Remove or obliterate the brands or labels if such removal or obliteration will not physically damage the merchandise. **You** must re-label the merchandise or containers in compliance with the requirements of law.

## 5. Control of Property

- a. Any act or neglect of any person other than **you** beyond **your** direction or control will not affect this insurance.
- b. The breach of any condition of this policy at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

## 6. Cancellation

- a. **You** may cancel this policy by mailing or delivering to **us** advance written notice of cancellation.
- b. If this policy has been in effect for less than 60 days and is not a renewal of a policy **we** issued; **we** may cancel this policy for any reason by giving **you** written notice of cancellation at least:
  - (1) 10 days before the date of cancellation if **we** cancel for nonpayment of premium; or
  - (2) 60 days before the date of cancellation if **we** cancel for any other reason.

- c. If this policy has been in effect for 60 days or more or is a renewal of a policy **we** issued, **we** may cancel this policy by giving **you** written notice of cancellation at least:

(1) 10 days before the date of cancellation if **we** cancel for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) Conviction of a crime arising out of acts increasing the likelihood of a Covered Cause of Loss;
- (c) Discovery of fraud or material misrepresentation by **you** in obtaining this policy or in pursuing a claim under this policy;
- (d) Discovery of any willful or reckless act or omission by **you** increasing the likelihood of a Covered Cause of Loss; or
- (e) A determination by the Commissioner of Insurance that continuation of the policy would violate or place **us** in violation of the law.

(2) 60 days before the date of cancellation if **we** cancel for one or more of the following reasons:

- (a) Physical changes in the property, which increase the likelihood of a Covered Cause of Loss;
- (b) A material increase in the likelihood of a Covered Cause of Loss; or
- (c) Loss or decrease of **our** reinsurance covering the insurance provided by this policy.

- d. If **we** cancel for nonpayment of premium, **you** may continue the coverage and avoid cancellation by making full payment any time prior to the date of cancellation.

- e. Notice of Cancellation will be delivered or sent by;

- (1) Registered mail;
- (2) Certified mail; or
- (3) First-Class mail.

**We** will mail or deliver the notice to **your** last mailing address known to **us**.

- f. Notice of cancellation will state the reason for cancellation, and the effective date of cancellation. The policy will end on that date.

- g. If this policy is canceled, **we** will send to **you** any premium refund due. If **we** cancel, the refund will be pro rata. If **you** cancel, the refund will be 90% of pro rata. The cancellation will be effective even if **we** have not yet made or offered a refund.

- h. If notice is mailed, proof of mailing will be sufficient evidence of notice.

## 7. Duty to Defend

**We** will defend that part of any suit against **you** involving **personal property of others** when all the following conditions exist:

- a. The suit seeks payment for physical loss or damage to the **personal property of others**; and
- b. The physical loss or damage is caused by a Covered Cause of Loss; and

- c. The physical loss or damage takes place while the **personal property of others** is in **your** custody; and
- d. The **personal property of others** is the type of property covered by this policy.

**We** will do so even if such suit is groundless, false or fraudulent, but **we** may, without prejudice, make such investigation, negotiation and settlement of any claim or suit, as **we** deem appropriate.

## 8. Change of Terms

This policy contains all the agreements between **you** and **us** concerning the insurance afforded. The first Named Insured shown in the DECLARATIONS is authorized to make changes in the terms of this policy with **our** consent. This policy's terms can be amended or waived only by endorsement issued by **us** and made a part of this policy.

## 9. Collection from Others

Payment to **you** for a Covered Cause of Loss will be reduced to the extent **you** have collected that loss amount from others.

## 10. Concealment, Misrepresentation or Fraud

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

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

## 11. Inspection

- a. During the period of this policy, **we** will be permitted, but not obligated, to inspect **covered locations**. Neither **our** right to make inspections, nor making them, nor any report of them, will imply for **you** or others, nor constitute an undertaking, that a **covered location** is safe, healthful, or in compliance with laws, regulations, codes or standards.
- b. This condition does not apply to any inspections, surveys, reports or recommendations **we** may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.
- c. **We** will have no liability to **you** or others because of any inspection or failure to inspect.

## 12. Liberalization

If, during the **policy period** or 45 days prior to the **policy period**, a filing of **ours** to a state insurance department would broaden this insurance without requiring any additional premium, then the terms and coverage of that filing will apply to **covered locations** and Covered Property within that state, effective on the dates specified within the filing.

## 13. Loss Payee

In the event of a Covered Cause of Loss to Covered Property in which both **you** and a loss payee have an insurable interest, **we** will:



- a. Adjust the loss with **you**; and
- b. Make payment for the loss to **you** and the loss payee jointly, as their interests may appear.

#### 14. Mortgage Holders

- a. **We** will pay for Covered Cause of Loss to **real property** to each mortgage holder as their interests may appear.
- b. A mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the **real property**.
- c. If **we** deny **your** claim because of **your** acts or because **you** have failed to comply with the terms of this policy, the mortgage holder will still have the right to receive loss payment, up to the amount of their insurable interest, but in no event more than the applicable Limit of Insurance, if the mortgage holder:

- (1) Pays any premium due under this policy at **our** request;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from **us** of **your** failure to do so; and
- (3) Has notified **us** of any change in ownership, occupancy, or substantial change in risk known to the mortgage holder.

All terms and conditions of this policy will then apply directly to the mortgage holder.

- d. If **we** pay the mortgage holder for direct physical loss or damage by a Covered Cause of Loss to Covered Property at a **covered location** and deny payment to **you** because **you** have failed to comply with the terms of this policy:

- (1) The mortgage holder's rights under the mortgage will be transferred to **us** to the extent of the amount **we** pay; and
- (2) The mortgage holder's right to recover the full amount of the mortgage claim will not be impaired.

In the event of a Covered Cause of Loss, **we** will, at **our** option, pay the mortgage holder the whole principal of **Your** mortgage plus any accrued interest. In that event, **your** mortgage and note will be transferred to **us**, and **you** will pay **your** remaining mortgage debt to **us**.

- e. If **we** cancel or non-renew this policy, **we** will give the mortgage holder the same notice **we** give to **you**.
- f. The term mortgage-holder includes trustee.

#### 15. No Benefit to Bailee

No person or organization having custody of Covered Property will benefit from this policy.

#### 16. No Reduction by Loss

Except for those Causes of Loss or Coverage Extensions provided with a **policy period** Limit of Insurance, **we** will pay for a direct physical loss or damage by a Covered Cause of Loss to Covered Property at a **covered location** without reducing any other applicable Limit of Insurance.

## 17. Nonrenewal

- a. If **we** decide not to renew this policy, **we** will mail or deliver a written notice of nonrenewal to **you** at least 60 days before the expiration date of this policy. Notice will be sent to **your** last mailing address known to **us**. **We** will state the reason for nonrenewal.
- b. This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) First-Class mail.
- c. If notice is mailed, proof of mailing will be sufficient evidence of notice.

## 18. Other Insurance

- a. If there is any other insurance that would apply in the absence of this policy, **we** will pay for direct physical loss or damage by a Covered Cause of Loss to Covered Property at a **covered location** only after the limits of all other applicable insurance are exhausted. If there is any other insurance subject to the same plan, terms or conditions that would apply in the absence of this policy, **we** will pay for direct physical loss or damage by a Covered Cause of Loss to Covered Property at a **covered location** only after the limits of all other applicable insurance are exhausted.
- b. If this policy is deemed by law to contribute to a loss with other insurance, **we** will pay only **our** proportionate share of the loss, up to the applicable Limit of Insurance. **Our** share will be the proportion that the applicable Limit of Insurance of this policy bears to the total applicable Limit of Insurance available from all insurance.
- c. **You** are permitted to have other insurance over any Limit of Insurance specified in this policy. The existence of such insurance will not reduce any Limit of Insurance in this policy.
- d. To the extent this policy replaces another policy, coverage under this policy shall not become effective until such other policy has terminated.
- e. If **your** vehicles, licensed for highway use, are covered for physical damage by other insurance, **you** agree that such other insurance is considered **your** primary coverage for any loss or damage.

## 19. Our Options

At **our** option, **we** will repair, rebuild or replace damaged Covered Property with other property of like kind and quality within a reasonable period of time. If **we** elect to repair or replace the Covered Property, **we** will notify **you** of that decision within 60 days of **our** receipt of **your** proof of loss. **We** will, at **our** option, take title to all or any part of the damaged or destroyed property at the agreed or appraised value.

## 20. Pair, Set or Parts

In the event of a Covered Cause of Loss to an item that is part of a pair or set, **our** payment for that loss will be:

- a. The cost to repair or replace any part to restore the pair or set to its value before the Covered Cause of Loss; or
- b. The difference between the value of the pair or set before and after the Covered Cause of Loss.

In no event will the loss of part of a pair or set be regarded as a total loss of the pair or set, unless otherwise covered under **Fine arts**.

When Covered Property consists of several parts, **we** will pay only for the lost or damaged part.

## 21. Payment of Loss

**We** will pay for loss or damage within 30 days after **we** receive and accept the signed, sworn Proof of Loss, if:

- a. **You** have complied with all the terms of this policy;
- b. **We** have reached agreement with **you** on the amount of the covered loss or damage, or
- c. An appraisal award is made as provided for in Condition **2**. Appraisal.

## 22. Policy Period and Coverage Territory

- a. **We** will only pay for direct physical loss or damage to Covered Property as the result of a Covered Cause of Loss during the **policy period**, while the Covered Property is:
  - (1) Within the continental United States of America, Hawaii and Puerto Rico;
  - (2) Being moved on land or in the air within or between the continental United States of America and Canada; or moved on land or in the air within Hawaii or Puerto Rico;
  - (3) Being moved on inland waters and intercoastal waterways of the continental United States of America, or on any of the Great Lakes; or
  - (4) Property at a trade show or exhibition while located anywhere in the world outside of the Coverage Territory provided that no trade sanction, embargo or similar regulation imposed by the United States of America prohibits **us** from covering the loss or damage.
- b. As respects **contingent** and **secondary contingent locations**, and if a Limit of Insurance is shown in the DECLARATIONS for **business income** or **extra expense**, **we** will pay for the actual loss of **business income you** sustain or **extra expenses you** incur due to the necessary suspension of **your** operations during the **period of restoration**. The suspension must be caused by direct physical loss of or damage to property at a **contingent location** or a **secondary contingent location** located anywhere in the world outside of the Coverage Territory stated above provided that no trade sanction, embargo or similar regulation imposed by the United States of America prohibits **us** from covering the loss.

## 23. Recovered Property

- a. If either **you** or **we** recover any Covered Property after **we** have paid for its loss, that party must give the other prompt written notice of the recovery.
- b. If **we** recover any Covered Property, **we** will return it to **you**, if **you** so request. **You** must then return the amount **we** paid to **you** for it.
- c. If **you** recover any Covered Property, **you** may either keep it or surrender it to **us**. If **you** choose to keep it, **you** must return the amount **we** paid to **you** for it.

## 24. Right to Adjust with Owner

- a. Loss or damage will be adjusted with **you** except as provided in Condition **14**. Mortgage Holders.

- b. If a claim is made for damage to Covered Property of others, **we** will have the right to adjust that loss or damage with the owners of that property. **Our** payment to the owners will fully satisfy any claim of **yours** for damage to that property.

## 25. Subrogation

- a. If **we** make payment for a loss, **you** will assign to **us** all **your** rights of recovery against any party for that loss to the extent of **our** payment. **We** will not acquire any rights of recovery **you** have waived prior to the loss. **You** agree to cooperate and not to waive, prejudice, settle or compromise any claim against any party after the loss has occurred.
- b. **You** will be paid any recovery, in the proportion that **your** deductible and any provable uninsured loss bears to the total loss less **your** proportion of fees and expenses.

## 26. Suit

No suit or other legal proceeding shall be brought against **us** by **you** unless there has been full compliance with all the policy terms and conditions. Any suit against **us** must be brought within two years after the date on which the direct physical loss or damage occurred, or the shortest time permitted by law, whichever is greater.

## 27. Titles of Paragraphs

The titles of the paragraphs of this policy and of any endorsements attached to it are only for reference. They do not affect the terms to which they relate.

## 28. Vacancy

- a. If any of **your real property** is vacant at the inception of this policy, or becomes vacant, and remains vacant for more than 60 consecutive days during the **policy period**, **you** must:
  - (1) Notify **us** in writing of the vacancy prior to loss or damage; and
  - (2) Maintain in complete working order the protective safeguards present prior to the vacancy. Protective safeguards include:
    - (a) Automatic sprinkler systems;
    - (b) Fire alarm systems;
    - (c) Guard or watchman services;
    - (d) Burglary systems; and
    - (e) Monitoring systems.
- b. If the above requirements are not met, then in addition to the other terms, conditions, limitations and exclusions in this policy, **we** will:
  - (1) Not pay for any loss or damage caused by or resulting from any of the following:
    - (a) Breakage of building glass;
    - (b) Mold, mildew or **fungus**;
    - (c) Sprinkler leakage, unless the system has been protected against freezing;

- (d) Theft or attempted theft;
  - (e) Vandalism;
  - (f) Malicious mischief; or
  - (g) Water damage.
- (2) Not pay under Demolition and Increased Cost Of Construction if provided under this policy;
- (3) Value the loss or damage for the vacant **real property** (including any loss or damage to **personal property**) at the time of loss at the lesser of:
- (a) The **actual cash value**;
  - (b) The actual cost to repair; or
  - (c) The selling price, less all saved expenses, if it was being offered or listed for sale at the time of loss.
- c. **Real property** is considered vacant when it does not contain sufficient property and personnel to conduct **your** customary business operations.
- d. **Real property** is not considered vacant during its ongoing construction or renovation.

## 29. Your Duties After a Loss

In case of loss **you** will:

- a. Give **us** immediate written notice of the loss;
- b. Give notice of such loss to the proper authorities if the loss may be due to a violation of the law;
- c. As soon as possible, give **us** a description of the property involved and how, when and where the loss or damage happened;
- d. Take all reasonable steps to protect the Covered Property from further damage;
- e. Promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination;
- f. Furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity, and amount of loss claimed under the valuation provision of the policy;
- g. Keep an accurate record of all repair costs;
- h. Keep all bills, receipts and related documents that establish the amount of loss;
- i. As often as may reasonably be required:
  - (1) Permit **us** to inspect the damaged property and take samples for inspection, testing and analysis.
  - (2) Produce for inspection and copying, all **your** books of account, business records, bills and invoices.

(3) Permit **us** to question, under oath, **you** and any of **your** agents, employees, or representatives involved in the purchase of this insurance or the preparation of **your** claim, including any public adjusters and any of their agents, employees or representatives, and verify **your** answers with a signed acknowledgment.

j. Submit to **us**, within 90 days from the date of loss, unless **we** extend the time in writing, a signed, sworn Proof of Loss that states to the best of **your** knowledge and belief:

(1) The time and cause of the loss;

(2) **Your** interest and the interest of all others in the property involved;

(3) Any other policies of insurance that may provide coverage for the loss;

(4) Any changes in title or occupancy of the property during the **policy period**; and

(5) The amount of **your** claimed loss.

**You** shall also submit with the Proof of Loss:

(6) The inventory referred to in **29.f.**;

(7) The records specified in **29.g.** and **29.h.**;

(8) Specifications for any damaged building; and

(9) Detailed estimates and invoices for the repair of any damage.

k. Cooperate with **us** in the investigation and adjustment of the loss.

### 30. Examination Of **Your** Books And Records

**We** may examine and audit **your** books and records as they relate to this policy at any time during the **policy period** and up to three years afterward.

### 31. Insurance Under Two Or More Coverages

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

### 32. Premiums

The first Named Insured shown in the DECLARATIONS:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums **we** pay.

## O. DEFINITIONS

1. **Actual Cash Value** means the amount it would cost to repair or replace Covered Property, on the date of loss, with material of like kind and quality, with reasonable deduction for physical depreciation and obsolescence, but in no event more than the fair market value.

Unless otherwise provided by this policy, **we** may deduct expense depreciation. Expense depreciation is defined as depreciation, including but not limited to the cost of goods, materials, overhead and profit, labor and services necessary to replace, repair or rebuild damaged property. If expense depreciation is

applied to a loss for damaged property, **we** shall provide a written explanation as to how the expense depreciation was calculated.

**2. Attraction Property** means:

- a. A location on which **you** depend to attract customers to **your covered location**; and
- b. A location that is operated by others; and
- c. A location that is within 1,000 feet of **your covered location**.

**3. Business Income** means:

Gross earnings, including rental income, plus all other earnings derived from the operation of the business, including **ordinary payroll**, less all charges and expenses which do not necessarily continue.

Gross earnings will be calculated as follows:

a. Manufacturing operations:

The net sales value of production less the cost of all raw **stock**, materials and supplies utilized in such production.

b. Mercantile or nonmanufacturing operations:

The net sales less the cost of merchandise sold, and materials and supplies consumed in the operations or services rendered by **you**.

c. Property rental operations:

The total expected gross rental income from tenant occupancy of **your covered location**. This also includes all charges which are the legal obligation of **your** tenants, which would otherwise be **your** obligations, and the fair rental value of any portion of **your covered location** which **you** occupy.

**4. Contingent Property** means property owned and operated by others whom **you** depend on to:

- a. Deliver materials or services to **you**, or to others for **your** account.
- b. Accept **your** products or services;
- c. Manufacture products for delivery to **your** customers under contract of sale.

**Contingent Properties** do not include any entity that delivers water supply services, communication services, power supply services, wastewater removal services, or cloud computing service.

**5. Covered Location** means:

a. A physical location:

- (1) Listed by street address or other description of property as stated on file with **us** in the most recent Statement of Values or other documentation provided by **you** to and accepted by **us**;
- (2) Scheduled on this policy;
- (3) Covered under the terms and conditions of the Errors and Omissions Coverage Extensions.

b. If **you** are a tenant, **covered location** includes:

- (1) That portion of **real property** which **you** rent, lease or occupy and are required to insure by written lease; and
- (2) Any area within the building or at the **covered location**, if that area services, or is used to gain access to, the portion of the building which **you** rent, lease or occupy.

**6. Earth Movement** means:

- a. Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- b. Landslide, including any earth sinking, rising or shifting related to such event;
- c. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- d. Earth sinking (other than **sinkhole collapse**), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.
- e. Volcanic eruption, explosion or effusion or Volcanic Action.

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

- (1) Airborne volcanic blast or airborne shock waves;
- (2) Ash, dust or particulate matter; or
- (3) Lava flow.

With respect to coverage for Volcanic Action as set forth in **e.(1)**, **e.(2)** and **e.(3)**, all volcanic eruptions that occur within any 168-hour period will constitute a single **occurrence**. Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

These causes of loss apply regardless of whether any of the above, in Paragraphs **a.** through **e.**, is caused by an act of nature or is otherwise caused.

All **Earth Movement** including Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption **occurrence**. The expiration of this policy will not reduce the 168-hour period.

7. **Electronic Data** means **your** information, facts, concepts, code or computer programs stored as or on, created or used on, accessed or processed on or transmitted to or from a computer, or on any type of storage **media**, except when they are **stock** in process, finished **stock** manufactured by **you**, or raw materials, supplies and other merchandise not manufactured by **you**.
8. **Electronic Data Processing Equipment** means computer processing units or terminals, computer system or component, hardware, operating or communications system, electronic device (including smart phone, laptop, tablet or wearable device), network, microprocessor, microchip, integrated circuit or similar devices.
9. **Extra Expense** means necessary and reasonable expenses **you** incur during the **period of restoration** that **you** would not have incurred if there had been no direct physical loss or damage to property.



Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:

- a. Avoid or minimize the suspension of business and to continue operations at a **covered location** or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- b. Minimize the suspension of business if **you** cannot continue operations.

**We** will also pay **extra expense** to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this policy.

Operations as used in this definition means **your** business activities occurring at a **covered location**. Suspension as used in this definition means the slowdown or cessation of **your** business activities.

**10. Fine Arts** means property of rarity, antiquity, or artistic merit, including but not limited to paintings; etchings; pictures (including their negatives); tapestries; statuary; marbles; bronzes; antique jewelry; antique furniture; antique silver; rare books; porcelains; rare or art glassware; art glass windows; valuable rugs; bric-a-brac and porcelains. **Electronic data** and digital art are not **Fine Arts**.

**11. Flood** means:

- a. Surface waters, rising waters; storm surge, wave wash; waves; tsunamis; tides or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, all whether driven by wind or not.
- b. Sewer or drain back-up resulting from any of the items in a. above.
- c. Mudslide or mudflow caused by or resulting from surface water, runoff or accumulation of water on or under the ground.
- d. All of the above whether natural or man-made.
- e. Flooding associated with a storm or weather disturbance whether or not identified by name by any meteorological authority is considered to be a **flood**.
- f. All flooding in a continuous or protracted event will constitute a single **flood occurrence**.

**12. Fungus** means any of a major group (fungi) of saprophytic and parasitic lower plants that lack chlorophyll and include but are not limited to molds, rusts, mildews, smuts, mushrooms, and yeasts, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**13. Improvements and Betterments** means fixtures, alterations, installations, or additions:

- a. That comprise part of the **real property you** occupy but do not own and which **you** are contractually responsible to insure; or
- b. **You** acquire or make at **your** expense and cannot legally remove.

**14. Land improvements** mean landscape gardening, parking lots, pavement, roadways, sidewalks, paved walkways, fences and stone walls not attached to buildings; but does not include fill beneath such property.

**15. Media** means Covered Property on which **electronic data** can be stored but not the **electronic data** itself.

- 16. Miscellaneous Unnamed Location** means a location other than:
- a. A covered location;
  - b. A newly acquired location;
  - c. A location where Covered Property is at an exhibition, exposition, fair or trade show; or
  - d. A location for which coverage is found, in whole or in part, elsewhere in this policy including any coverage under the Errors and Omissions Coverage Extension.
- 17. Mobile equipment or tools** means machinery and equipment used in **your** business and owned by **you** or **your** employees, and for which **you** have an insurable interest, at a location within the policy territory, including:
- a. Tools, whether powered or not; and
  - b. Machinery and equipment that is attached to a vehicle licensed for highway use.
- 18. Named Storm** means a hurricane, cyclone, typhoon, tropical depression, or tropical storm that has been assigned a formal name by the National Hurricane Center, National Weather Service, World Meteorological Association, or any other generally recognized scientific or meteorological association that provides formal names for public use and reference. All damage resulting from a single **named storm** that occurs within a continuous 72-hour period will be considered a single **occurrence**.
- 19. Newly Acquired Location** means **real property you** purchase, rent or otherwise acquire, including **personal property**, after the effective date of this policy.
- 20. Occurrence** means all loss or damage attributable directly or indirectly to one cause or series of similar causes. All such loss or damage will be added together, and the total loss or damage will be treated as one **occurrence** irrespective of the amount of time or area over which such loss or damage occurs.
- 21. Ordinary Payroll** means payroll expenses for **your** employees other than officers, executives, department managers and employees under contract (other than under collective bargaining agreements). **Ordinary payroll** includes employee benefits, FICA, Medicare payments, union dues, and workers' compensation premiums.
- 22. Period of Restoration** means:
- a. the period of time that:
    - (1) Begins \_\_\_\_\_
      - (a) Once the number of consecutive hours (Waiting Period) as indicated in the DECLARATIONS expire after the time of direct physical loss or damage for **Business Income** Coverage; or
      - (b) Immediately after the time of direct physical loss or damage for **Extra Expense** Coverage; caused by or resulting from any Covered Cause of Loss at a **covered location**; and
    - (2) Ends on the earlier of:
      - (a) The date when the property at the **covered location** should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
      - (b) The date when business is resumed at a new permanent location.

- b. For **real property** and equipment, the period that:
- (1) Starts at the time period defined in **22.a.** above of a Covered Cause of Loss to property and,
  - (2) Ends when using reasonable speed, the **real property** and equipment could be:
    - (a) Repaired or replaced; and
    - (b) Capable of operating in the same manner as existed prior to the lossunder the same or equivalent physical and operating conditions that existed prior to the damage.
- c. For **real property** in the course of construction:
- (1) **We** will apply the time period defined in **22.a.** above to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage happened; and
  - (2) **We** will consider the actual experience of the business after completion of the construction and startup.
- d. For **stock** in-process and mercantile **stock**, including finished goods not manufactured by **you**, the time required using reasonable speed:
- (1) To restore **stock** in process to the same state of manufacture which existed at the beginning of the interruption of production or suspension of business operations or services; and
  - (2) To replace physically damaged mercantile **stock**.
- e. For raw materials and supplies, the period:
- (1) Of actual interruption of production or suspension of operation or services which results from **your** inability to obtain suitable replacement raw materials and supplies; but
  - (2) Limited to that period for which the damaged raw materials and supplies would have satisfied operating needs.
- f. For **valuable papers and records**, the time required using reasonable speed to copy the physically damaged **valuable papers and records** from backup or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.
- g. For **electronic data**, programs, or other **software**, the time required using reasonable speed to restore the physically damaged or destroyed **electronic data**, programs, or other **software** from backup. This time does not include research, engineering, or any other time necessary to restore or recreate lost information.
- h. The **period of restoration** does not include any additional time due to **your** inability to resume operations for any other reason, including but not limited to:
- (1) Making changes to equipment.
  - (2) Making changes to the buildings, or structures, except as otherwise provided in the Ordinance or Law Coverage Extensions.
  - (3) Re-staffing or retraining employees.

- (4) Any law or ordinance that requires testing, monitoring, clean up, removal, decontamination, treatment, detoxification or neutralization of, or any other response to **pollution** or **pollutants**.
- i. The expiration of this policy will not terminate the **period of restoration**.
23. **Perishable Goods** means **personal property**, including **personal property of others**, maintained under controlled conditions for its preservation and is susceptible to loss or damage if the controlled conditions change.
24. **Personal Property** means **your** tangible things, **you** use in **your** business other than **real property**, including **improvements and betterments you** have made in buildings **you** do not own.
25. **Personal Property of Others** means tangible things **you** do not own that are:
- a. Sold by **you** and **you** agreed, prior to loss, to insure for the account of the purchaser during delivery;
  - b. In **your** care, custody, or control, or for which **you** are legally liable, but only to the extent of **your** insurable interest therein.
26. **Policy Period** means the time period as shown in the DECLARATIONS during which insurance is provided by this policy.
27. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to fiber, smoke, vapor, soot, fumes, asbestos in any form, lead, acids, alkalis, chemicals, biological, organic, or bacterial agents and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed. However, **pollutant** does not include ammonia.
28. **Pollution** means the presence, discharge, dispersal, seepage, migration, release or escape of any **pollutant**.
29. **Real Property** means buildings and any other structure, including:
- a. Completed additions, appurtenant structures, extensions, foundations of buildings, the cost of excavating and back filling of foundations, permanent fittings or fixtures; and
  - b. Machinery and equipment used to service the buildings.
30. **Replacement Cost** means the cost to replace Covered Property:
- a. With new materials of like kind and quality; and
  - b. Used for the same purpose; and
  - c. At the location where the loss occurred.
- But **replacement cost** excludes any increased cost of repair or reconstruction by reason of any law or ordinance regulating construction, repair or use.
31. **Secondary Contingent Property** is an entity owned and operated by others that **your contingent properties** depend on to:
- a. Deliver materials or services to **your contingent properties**;
  - b. Accept products or services from **your contingent properties**; or

- c. Manufacture products for delivery to **your contingent properties** under contract of sale. **Secondary contingent property** does not include any **covered location** or any entity that provides or receives from **contingent properties** water, communication, power, wastewater removal services, or cloud computing service.
  - d. A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or structure is not a **secondary contingent property**.
- 32. Sinkhole Collapse** means loss to Covered Property resulting from the sudden sinking or collapse of any land into naturally occurring underground empty spaces created by the action of water on limestone or similar rock formations. Coverage for **sinkhole collapse** does not include the cost of filling sinkholes.
- 33. Software** means programs stored on **media**, other than pre-packaged **software**, that instruct **electronic data processing equipment** how to process **electronic data**.
- 34. Specified Causes of Loss** means direct physical loss or damage caused by or resulting from:
- a. Fire;
  - b. Lightning;
  - c. Aircraft;
  - d. Explosion;
  - e. Riot; and civil commotion;
  - f. Smoke;
  - g. Vehicles;
  - h. Hail or Windstorm;
  - i. Vandalism (other than electronic vandalism) or Malicious mischief;
  - j. Leakage or accidental discharge from automatic fire protection system; and
  - k. Abrupt collapse.
- 35. Stock** means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
- 36. Transit** means the carriage of **your personal property** within the **policy period** and territory as specified in this policy; from the time it leaves the original point of shipment until it arrives at its intended destination.

This period includes:

- a. While the property is in the care, custody, or control of hired carriers; and
- b. Transfers between conveyances.

**Transit** does not include **personal property** while in the custody of **your** salespeople, or while being conveyed between a **covered location** and the location of an exhibition, exposition, fair or trade show.

Should this policy expire or be canceled after the property leaves the original point of shipment but before it arrives at its intended destination, coverage will continue this **personal property** until it arrives at its intended destination.

**37. Valuable Papers and Records** means written or printed documents or records (other than records of Accounts Receivable or **electronic data**) including books, maps, negatives, drawings, abstracts, deeds, mortgages and manuscripts.

**38. We, Us and Our** means the company issuing this policy, as shown on the DECLARATIONS.

**39. You and Your** mean the Named Insured shown on the DECLARATIONS.

DRAFT

Policy number TBD

This endorsement is effective 07/01/2025 and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in **bold font** have special meaning. Refer to Section O., DEFINITIONS of this Liberty Mutual Property Protector Policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ACTUAL CASH VALUE – ROOFS**

This endorsement modifies insurance provided under the following:

### **LIBERTY MUTUAL PROPERTY PROTECTOR POLICY**

- A.** The following applies with respect to loss or damage by a Covered Cause of Loss to a **real property** at a **covered location** identified in the Schedule below as being subject to the following:

**Replacement Cost** (if otherwise applicable to such **real property**) does not apply to roof surfacing. Instead, **we** will determine the value of roof surfacing at **actual cash value** as of the time of loss or damage.

- B.** For the purpose of this endorsement, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

#### **Schedule**

<b>Covered Locations</b>
1.1 430 S College St FRANKLIN, KY 42134 213
2.1 320 Yokley St Franklin, KY 42134 213
2.10 320 Yokley St Franklin, KY 42134 213
2.11 320 Yokley St Franklin, KY 42134 213
2.12 320 Yokley St Franklin, KY 42134 213
2.13 320 Yokley St Franklin, KY 42134 213
2.14 320 Yokley St Franklin, KY 42134 213
2.15 320 Yokley St Franklin, KY 42134 213

Covered Locations	
2.16	320 Yokley St Franklin, KY 42134 213
2.17	320 Yokley St Franklin, KY 42134 213
2.2	320 Yokley St Franklin, KY 42134 213
2.3	320 Yokley St Franklin, KY 42134 213
2.4	320 Yokley St Franklin, KY 42134 213
2.5	320 Yokley St Franklin, KY 42134 213
2.6	320 Yokley St Franklin, KY 42134 213
2.7	320 Yokley St Franklin, KY 42134 213
2.8	320 Yokley St Franklin, KY 42134 213
2.9	320 Yokley St Franklin, KY 42134 213
3.1	322 S College St Franklin, KY 42134 213
3.2	322 S College St Franklin, KY 42134 213
3.3	322 S College St Franklin, KY 42134 213
3.4	322 S College St Franklin, KY 42134 213
4.1	211 S Main St Franklin, KY 42134 213
4.2	211 S Main St Franklin, KY 42134 213
4.3	211 S Main St Franklin, KY 42134 213
4.4	211 S Main St Franklin, KY 42134 213
4.5	211 S Main St Franklin, KY 42134 213
5.1	601 John J Johnson Ave Franklin, KY 42134 213
5.2	601 John J Johnson Ave Franklin, KY 42134 213
6.1	721 Witt Rd Franklin, KY 42134 213



Covered Locations	
6.10	721 Witt Rd Franklin, KY 42134 213
6.11	721 Witt Rd Franklin, KY 42134 213
6.12	721 Witt Rd Franklin, KY 42134 213
6.13	721 Witt Rd Franklin, KY 42134 213
6.14	721 Witt Rd Franklin, KY 42134 213
6.2	721 Witt Rd Franklin, KY 42134 213
6.3	721 Witt Rd Franklin, KY 42134 213
6.4	721 Witt Rd Franklin, KY 42134 213
6.5	721 Witt Rd Franklin, KY 42134 213
6.6	721 Witt Rd Franklin, KY 42134 213
6.7	721 Witt Rd Franklin, KY 42134 213
6.8	721 Witt Rd Franklin, KY 42134 213
6.9	721 Witt Rd Franklin, KY 42134 213
7.1	201 Commerce St Franklin, KY 42134 213
7.2	201 Commerce St Franklin, KY 42134 213
7.3	201 Commerce St Franklin, KY 42134 213
7.4	201 Commerce St Franklin, KY 42134 213
7.5	201 Commerce St FRANKLIN, KY 42134 213
8.10	400 S College St Franklin, KY 42134 213
8.1	400 S College St Franklin, KY 42134 213
8.11	400 S College St Franklin, KY 42134 213
8.12	400 S College St Franklin, KY 42134 213

Covered Locations	
8.13	400 S College St Franklin, KY 42134 213
8.2	400 S College St Franklin, KY 42134 213
8.3	400 S College St Franklin, KY 42134 213
8.4	400 S College St Franklin, KY 42134 213
8.5	400 S College St Franklin, KY 42134 213
8.6	400 S College St Franklin, KY 42134 213
8.7	400 S College St Franklin, KY 42134 213
8.8	400 S College St Franklin, KY 42134 213
8.9	400 S College St Franklin, KY 42134 213
9.1	320 S College St Franklin, KY 42134 213
Information required to complete this Schedule, if not shown above, will be shown in the DECLARATIONS.	

Policy number TBD

This endorsement is effective 07/01/2025 and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in **bold font** have special meaning. Refer to Section **O.**, DEFINITIONS of this Liberty Mutual Property Protector Policy and Section **C.**, Additional Definition of this endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACT(S) OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **LIBERTY MUTUAL PROPERTY PROTECTOR POLICY**

#### **A. Cap on Losses From **Certified Act(s) of Terrorism****

If aggregate insured losses attributable to **certified act(s) of terrorism**:

1. Exceed \$100 billion in a calendar year (January 1 through December 31); and
2. **We** have met **our** deductible under the Act,

neither **we** nor the Secretary of the Treasury shall be liable for the payment of any portion of the amount of such losses that exceeds the \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

#### **B. Application of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded by this policy, such as losses excluded by the **War** exclusion, or the Nuclear Reaction or Nuclear Radiation, or Radioactive Contamination However Caused exclusion.

#### **C. Additional Definition**

**Certified act(s) of terrorism** means one or more acts certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be terrorism pursuant to the federal Terrorism Risk Insurance Act, including all amendments (hereafter "TRIA"). The criteria contained in TRIA for **certified act(s) of terrorism** include that the act is a violent act or an act that is dangerous to human life, property or infrastructure, and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Policy number TBD

This endorsement is effective 07/01/2025 and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in **bold font** have special meaning. Refer to Section O., DEFINITIONS of this Liberty Mutual Property Protector Policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAUSE OF LOSS – EARTHQUAKE**

This endorsement modifies insurance provided under the following:

### **LIBERTY MUTUAL PROPERTY PROTECTOR POLICY**

- A.** The following is added as a Covered Cause of Loss only at **covered locations** for which an earthquake Limit of Insurance is shown in the DECLARATIONS:

Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or shifting of rock beneath the surface of the ground from natural causes and includes Volcanic Eruption which means the eruption, explosion or effusion of a volcano.

All Earthquake shocks or Volcanic Eruptions that occur within any 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this policy will not reduce the 168-hour period.

- B.** Section **J. EXCLUSIONS** of this policy also apply to coverage provided under this endorsement, except as provided below.

1. To the extent that the **earth movement EXCLUSION** might conflict with coverage provided under this endorsement, the **earth movement EXCLUSION** does not apply.
2. **We** will not pay for loss or damage caused directly or indirectly by tidal wave or tsunami, even if attributable to Earthquake or Volcanic Eruption.
3. **We** will not pay for loss or damage caused by or resulting from any Earthquake or Volcanic Eruption that begins before the inception of this insurance.
4. Under this policy, land is not Covered Property. Coverage under this endorsement does not include the cost of restoring or remediating land.

- C.** Limit Of Insurance

1. The most **we** will pay in any one **occurrence** and in any one **policy period** is the applicable Limit of Insurance for Earthquake or Volcanic Eruption shown in the DECLARATIONS.
2. Any amounts payable under any **COVERAGE EXTENSION** do not increase the Limit of Insurance for Earthquake or Volcanic Eruption.
3. If a Cause of Loss (such as fire) is covered by means of an exception to the **earth movement EXCLUSION**, **we** will also pay for the loss or damage caused by that other Covered Cause of Loss. But the most **we** will pay for the total of all loss or damage caused by the Earthquake or Volcanic Eruption and any such excepted Covered Cause of Loss is the Limit of Insurance applicable to such other Covered Cause of Loss. **We** will not pay the sum of the two Limits.

- D.** See the DECLARATIONS for application of deductibles and applicable deductibles.

Policy number TBD

This endorsement is effective 07/01/2025 and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in **bold font** have special meaning. Refer to Section O., DEFINITIONS of this Liberty Mutual Property Protector Policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAUSE OF LOSS – FLOOD**

This endorsement modifies insurance provided under the following:

### **LIBERTY MUTUAL PROPERTY PROTECTOR POLICY**

**A. Flood** is added as a Covered Cause of Loss only at **covered locations** for which a **flood** Limit of Insurance is shown in the DECLARATIONS.

**B. EXCLUSIONS, Limitations And Related Provisions**

All of the EXCLUSIONS of this policy apply to the coverage provided under this endorsement except as provided below:

1. To the extent that a part of the **flood** EXCLUSION might conflict with coverage provided under this endorsement, that part of the **flood** EXCLUSION does not apply.
2. To the extent that a tsunami causes the overflow of tidal waters, the **earth movement** EXCLUSION, does not apply.
3. The following EXCLUSIONS and limitations are added and apply to coverage under this endorsement:
  - a. **We** will not pay for loss or damage caused by or resulting from destabilization of land arising from the accumulation of water in subsurface land areas.
  - b. Land is not Covered Property. Coverage under this endorsement does not include the cost of restoring or remediating land due to the collapse or sinking of land caused by or resulting from **flood**. However, coverage under this endorsement includes damage to the covered portions of the **real property** and to covered **personal property**, caused by collapse or sinking of land along the shore of a body of water as the result of erosion or undermining caused by waves or currents of water which exceed the cyclical levels and cause **flood**.
  - c. Property Not Covered, in the Coverage Form to which this endorsement is attached, is amended and supplemented as follows with respect to **flood** Coverage:
    - (1) Property Not Covered includes any **real property** or other property that is not eligible for **flood** insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 *et seq.* and the Coastal Barrier Improvement Act of 1990, Pub. L. 101-591, 16 U.S.C. 3501 *et seq.*
    - (2) Property Not Covered includes boat houses and open structures, and any property in or on the foregoing if the structure is located on or over a body of water.
    - (3) If bulkheads, pilings, piers, wharves, docks, or retaining walls that are not part of **real property**, are Covered Property, this **flood** Cause of Loss does not apply to such property.

### C. COVERAGE EXTENSIONS

1. With respect to **flood** Coverage, the Debris Removal COVERAGE EXTENSION is not applicable and is replaced by the following:
  - a. **We** will pay **your** expense to remove debris of Covered Property and other debris that is on the **covered location** when such debris is caused by or results from **flood**. However, **we** will not pay to remove deposits of mud or earth from the grounds of the **covered location**.
  - b. **We** will also pay the expense to remove debris of Covered Property that has floated or been hurled off the **covered location** by **flood**.
  - c. This coverage for Debris Removal, as set forth above, does not increase the applicable Limit of Insurance for **flood**. Therefore, the most **we** will pay for the total of debris removal and loss or damage to Covered Property is the Limit of Insurance for **flood** that applies to the Covered Property at the affected **covered location** covered under this endorsement.
2. With respect to any applicable COVERAGE EXTENSIONS in the policy to which this endorsement is attached, other than those addressed in Paragraphs **C.1.** and **C.2.** above, amounts payable under such other provisions, as set forth therein, do not increase the Limit of Insurance for **flood**.

### D. Limit Of Insurance

1. The most **we** will pay in any one **occurrence** and in any one **policy period** is the applicable Limit of Insurance for **flood** shown in the DECLARATIONS. If the first **flood** loss **occurrence** does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for a subsequent **flood occurrence**. If a single **occurrence** of **flood** begins during one **policy period** and ends during the following **policy period**, any Limit of Insurance applicable to the following **policy period** will not apply to that **flood**.
2. If a Covered Cause of Loss (such as fire) is covered by means of an exception to the **flood** EXCLUSION, **we** will also pay for the loss or damage caused by that other Covered Cause of Loss. But the most **we** will pay, for the total of all loss or damage caused by **flood** and such other Covered Cause of Loss is the Limit of Insurance applicable to such other Covered Cause of Loss. **We** will not pay the sum of the two Limits.

### E. National Flood Insurance Program (NFIP)

**We** will not be liable if, at the time of loss or damage, there is any insurance with the National Flood Insurance Program (NFIP), except that this policy shall apply only as excess and in no event as contributing insurance, and then only after all NFIP insurance has been exhausted.

### F. Deductible

See the DECLARATIONS for application of deductibles and applicable deductibles.

Policy number TBD

This endorsement is effective 07/01/2025 and will terminate with the policy. It is issued by the company designated in the DECLARATIONS. All other provisions of the policy remain unchanged.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in **bold font** have special meaning. Refer to Section **O.**, DEFINITIONS of this Liberty Mutual Property Protector Policy and Section **H.**, Additional Definitions of this endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EQUIPMENT BREAKDOWN – CAUSE OF LOSS**

This endorsement modifies insurance provided under the following:

### **LIBERTY MUTUAL PROPERTY PROTECTOR POLICY**

- A.** When Equipment Breakdown Cause of Loss is shown in the DECLARATIONS, the following is added as a Covered Cause of Loss with respect to **covered locations** as described in the DECLARATIONS:

**We** will pay for direct physical loss or damage caused by an **equipment breakdown accident** to **covered equipment**.

- B.** All of the terms and conditions of the EXCLUSIONS found in this Liberty Mutual Property Protector Policy apply to an **equipment breakdown accident** to **covered equipment**, except as otherwise provided in this endorsement.

With respect to the coverage provided by this endorsement:

- 1.** EXCLUSION **J.2.j.**, relating to artificially generated electrical, magnetic and electromagnetic energy, does not apply, except that **we** will not pay for loss or damage caused by or resulting from a high-altitude release of electromagnetic energy;
- 2.** EXCLUSION **J.2.g.**, relating to mechanical breakdown, does not apply.
- 3.** The following EXCLUSIONS are added:
  - a.** **We** will not pay for loss or damage to **covered equipment** undergoing a pressure or electrical test.
  - b.** Rust, corrosion (including pinhole leaks), erosion, deterioration or gradual loss of efficiency or functionality of **covered equipment**.
  - c.** Leakage or seepage at or from any connection, valve, fitting, shaft or seal.
  - d.** Any condition which can be corrected by resetting, recalibrating, or by the performance of maintenance.
  - e.** Any defect, programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or **media** of any kind. But if an **equipment breakdown accident** results, **we** will pay for the resulting loss or damage.
- 4.** EXCLUSION **J.2.h.**, relating to explosion of steam boilers, steam pipes, steam engines and steam turbines, does not apply.

5. EXCLUSION J.2.i., relating to rupturing, bursting, cracking, burning or bulging of hot water boilers and other water heating equipment, does not apply.

#### C. Limit of Insurance And Deductible

1. Coverage for direct physical loss or damage is subject to the Limit of Insurance and deductible otherwise applicable to the **covered equipment** as Covered Property as shown in the DECLARATIONS. This limit is included in and does not increase the applicable Covered Property Limit of Insurance.
2. If coverage at a **covered location** includes **business income**, **business income** and **extra expense** or **extra expense** coverage, any covered **business income** loss or **extra expense** incurred attributable to the **equipment breakdown accident** to **covered equipment** is subject to the Limit of Insurance and waiting period otherwise applicable to the **covered location**. Coverage under this endorsement does not increase such Limit of Insurance.
3. If an initial **equipment breakdown accident** causes other **equipment breakdown accidents**, all such accidents will be considered one **occurrence**. All **equipment breakdown accidents** at a site containing one or more **covered locations** that manifest themselves at the same time and are the direct result of the same cause will be considered one **occurrence**.

#### D. Equipment Breakdown Accident Coverage Extensions

The Limits of Insurance payable under these Coverage Extensions, unless otherwise stated, do not increase and are not in addition to any other applicable Limits of Insurance. The most **we** will pay in any one **occurrence** as a result of an **equipment breakdown accident** to **covered equipment** is the applicable Limit of Insurance as shown in the DECLARATIONS.

Coverage provided by this policy is extended as follows:

##### 1. Ammonia Contamination

**We** pay for direct physical loss or damage caused by or resulting from physical loss or damage to Covered Property contaminated by ammonia, including any salvage expense as a direct result of an **equipment breakdown accident** to **covered equipment**. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS. This is the only Limit of Insurance that applies to ammonia contamination.

##### 2. Expediting Expense

a. **We** will pay for expediting expenses **you** incur as a direct result of an **equipment breakdown accident** to **covered equipment**. Expediting expenses as used in this coverage extension means the necessary and reasonable costs of temporary repair to **covered equipment** or the cost of expediting the permanent repair or replacement of **covered equipment**, whichever is less. Expediting expenses will also include overtime wages and extra costs for rapid means of transportation. **We** will not cover expenses for temporary rental of property or temporary replacement of damaged **covered equipment** under this Coverage Extension.

b. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

##### 3. Hazardous Substances Contamination other than Ammonia

a. **We** will pay for the expenses to clean up, repair, replace or dispose of property that is damaged, contaminated or polluted by a hazardous substance, meaning any substance other than ammonia that has been declared to be hazardous to health by a government agency. The damage, contamination or **pollution** must result from an **equipment breakdown accident** to **covered equipment**. As used here, expenses will mean costs incurred beyond those for which **we** would have been liable if no hazardous substance had been involved.



- b. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

#### 4. Spoilage

- a. **We** will pay for direct physical loss or damage to **perishable goods** caused by change in temperature or humidity or by the interruption of power, heat, air-conditioning, or refrigeration as the result of an **equipment breakdown accident to covered equipment**.
- b. If **you** are unable to replace the **perishable goods** before its anticipated sale, the amount of **our** payment will be determined on the basis of the sales price of the **perishable goods** at the time of the **equipment breakdown accident**, less discounts and expenses **you** otherwise would have had.
- c. The most **we** will pay in any one **occurrence** is the applicable Limit of Insurance as shown in the DECLARATIONS.

#### E. Valuation Enhancement – Environmental or Efficiency Upgrade

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

- 1. However, **we** will not pay more than 150% of what the cost would have been to repair or replace **covered equipment** with like kind and quality.
- 2. This does not apply to any property subject to **actual cash value**, nor does this provision increase any other applicable Limit of Insurance.
- 3. The **period of restoration** as respects **business income** or **extra expense** will not be increased by any of the above.

#### F. Suspension

Whenever any **covered equipment** is found to be in, or exposed to, a dangerous condition, any of **our** representatives may immediately suspend the insurance against loss from a breakdown to that **covered equipment**. This can be done by delivering or mailing a written notice of suspension to **your** last known address or the address where the **covered equipment** is located, or as otherwise required by applicable law concerning notification of suspension. Once suspended in this way, **your** insurance can be reinstated only by an endorsement for that **covered equipment**. If **we** suspend **your** insurance, **you** will receive a pro rata refund of the premium attributable to this **covered location** where this condition exists. But the suspension will be effective even if **we** have not yet paid or offered a refund.

#### G. Production Machinery Deductible Option

If a deductible is shown in the DECLARATIONS as applicable to Production Machinery, Production Machinery means any machine or apparatus that processes, forms, cuts, shapes, grinds, or conveys raw materials, materials in process or finished products including any **covered equipment** that is mounted on or used solely with any one or more production machines or apparatus.

#### H. Additional Definitions

The following definitions apply to the coverage provided under this endorsement:

##### 1. **Covered Equipment** means:

- a. Equipment that generates, transmits, controls or utilizes energy; including electronic communications and **electronic data processing equipment**; and

- b. Equipment which, during normal usage, operates under vacuum or pressure, other than weight of contents.

**Covered Equipment** does not mean or include:

- a. **Electronic data**;
  - b. Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
  - c. Insulating or refractory material;
  - d. Nonmetallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or other appropriate and approved code;
  - e. Catalyst;
  - f. Buried vessels or piping; waste, drainage or sewer piping; piping, valves or fittings forming part of a sprinkler or fire suppression system; water piping that is not part of a closed loop used to conduct heat or cooling from a boiler or a refrigeration or air conditioning system;
  - g. Structure, foundation, cabinet or compartment supporting or containing the **covered equipment** or part of the **covered equipment** including penstock, draft tube or well casing.
  - h. Vehicle or any **covered equipment** that is mounted on or used solely with a vehicle;
  - i. Dragline, excavation or construction equipment including any **covered equipment** that is mounted on or used solely with any one or more draglines, excavation or construction equipment;
  - j. Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, nonelectrical cable, chain, belt, rope, clutch plate, brake pad, nonmetal part or tool subject to periodic replacement;
  - k. Cyclotron used for other than medical purposes, satellite or spacecraft including any **covered equipment** mounted on or used solely with any satellite or spacecraft;
  - l. Equipment manufactured by **you** for sale.
2. **Equipment breakdown accident** means physical loss or damage to **covered equipment** that necessitates its repair or replacement due to:
- a. Failure of pressure or vacuum equipment.
  - b. Mechanical breakdown including rupture or bursting caused by centrifugal force.
  - c. Artificially generated electrical current, including electrical arcing that damages electrical devices, appliances or wires.

**Equipment breakdown accident** does not mean or include:

- a. Malfunction, misalignment, miscalibration, tripping off line or any condition which can be corrected by resetting, tightening, adjusting or cleaning or by the performance of maintenance;
- b. Discharge of molten material from equipment including the heat from such discharged materials;
- c. Lightning;
- d. Depletion, deterioration, rust, corrosion, erosion, settling, or wear or tear or any other gradually developing condition;

- e. Defects, erasures, error limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to **covered equipment**;
  - f. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
  - g. Any loss or damage caused by or resulting from any type of electrical insulation breakdown test;
  - h. Any loss or damage caused by or resulting from any type of hydrostatic, pneumatic or gas pressure test;
  - i. The functioning of any safety or protective device; or
  - j. The cracking of any part on an internal combustion turbine exposed to the products of combustion.
3. **Perishable goods** means **personal property** maintained under controlled conditions for its preservation and is susceptible to loss or damage if the controlled conditions change that is owned by **you** or by others that is in **your** care, custody or control at a **covered location**. **Perishable goods** do not include animals.

Policy number TBD

This endorsement is effective 07/01/2025 and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in **bold font** have special meaning. Refer to Section **O.**, DEFINITIONS of this Liberty Mutual Property Protector Policy and Section **B.** Additional and Revised Definitions of this endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIBERTY MUTUAL PROPERTY PROTECTOR – EDUCATIONAL INSTITUTIONS**

This endorsement modifies insurance provided under the following:

### **LIBERTY MUTUAL PROPERTY PROTECTOR POLICY**

- A.** The following **COVERAGE EXTENSIONS** are added. The limits of insurance payable under these **COVERAGE EXTENSIONS**, unless otherwise stated, do not increase and are not in addition to any other applicable limits of insurance. The most **we** will pay in any one occurrence is the applicable Limit of Insurance as shown in the **DECLARATIONS**.

**1. Animals**

**We** will pay up to the Limit of Insurance shown in the **DECLARATIONS** in any one **occurrence** for any one animal, for direct physical loss or damage to animals at a **covered location** which **you** use as part of an agricultural, vocational or equestrian program. The direct physical loss or damage must be caused by or result from a **specified cause of loss**, theft, collision with a vehicle, electrocution, attack by dogs or wild animals, accidental shooting or drowning. Coverage applies only if the animal is killed or its destruction is made necessary for humane reasons. Poultry is covered only while inside buildings.

For purposes of this Animals Coverage Extension only, the term animals is deleted from Section **J.** **EXCLUSIONS** paragraph **2.f.(6)**.

**2. Broadened Covered Location Distance**

The one thousand feet of a **covered location** limitation stated in Sections **B.** **COVERED PROPERTY – REAL PROPERTY** and **C.** **COVERED PROPERTY – PERSONAL PROPERTY** is deleted and replaced by the distance shown in the **DECLARATIONS**.

**3. Classroom Chemical Spills**

**We** will pay up to the applicable Limit of Insurance shown in the **DECLARATIONS** in any one **occurrence** to clean up accidental classroom chemical spills at the affected **covered location**. Regardless of the number of **occurrences**, the most **we** will pay under this Coverage Extension during each separate **policy period** is the applicable Limit of Insurance shown in the **DECLARATIONS**. The expenses will be paid only if they are reported to **us** in writing within 180 days of the date on which the accidental classroom chemical spill occurs. Any coverage provided by this Coverage Extension is in addition to any other applicable coverage provided by the policy. This Coverage Extension 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 cleaning up the accidental classroom chemical spill.

#### 4. Fire Protective Equipment Recharging

**We** will pay for recharging or refilling of **your** fire protective devices permanently installed at the affected **covered location** when such devices have accidentally discharged or after being used in fighting a fire. The most **we** will pay in any one **policy period** is the Limit of Insurance shown in the DECLARATIONS. This extension of coverage does not apply to any discharge that occurs during the installation, repair, recharging or refilling of **your** fire protective devices.

#### 5. Land Improvements

- a. **We** will pay up to the Limit of Insurance shown in the DECLARATIONS in any one **occurrence** for direct physical loss or damage to **your land improvements** as a result of a Covered Cause of Loss. However, loss or damage caused by freezing, thawing, disease or drought is excluded.
- b. With respect to the coverage provided by this endorsement, Section **D. PROPERTY NOT COVERED**, paragraph 3., is replaced by the following:

##### 3. Tunnels

#### 6. Miscellaneous School Property at School Sponsored Events Away From a Covered Location

**We** will pay up to the Limit of Insurance shown in the DECLARATIONS in any one **occurrence** for a Covered Cause of Loss to **your miscellaneous school property** while at school sponsored events away from a **covered location** and within the territory as specified in this policy. This extension of coverage also applies to school sponsored events outside the territory as specified in this policy (provided that the other country is not subject to United States Government trade sanctions) for a period of not more than 30 days. All claims for loss or damage to **your miscellaneous school property** must be brought in the United States.

#### 7. Personal Effects of Your Students

**We** will pay up to the per student, per **occurrence** Limit of Insurance shown in the DECLARATIONS for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to the personal effects of **your** students (other than vehicles) while located at a **covered location**. This extension of coverage does not apply to loss or damage by theft or mysterious disappearance.

#### B. Additional and Revised Definitions

1. **Miscellaneous school property** means musical instruments, band uniforms and equipment, theatrical property including scenery and costumes, and athletic equipment.
  2. **Land improvements** is revised to include bridges, patios, running tracks, playgrounds and athletic fields of both artificial and natural turf.
- C. The Coverage Extensions in this endorsement are commonly provided by other insurance policies. The coverage provided by these extensions is therefore excess of, and will not contribute with, any other insurance available to **you** or **your** students. This subparagraph **C.** supersedes and replaces any inconsistent provision within POLICY CONDITIONS **N. 18** Other Insurance, of this policy. The coverage extensions included herein provide primary insurance to the limits and terms detailed above only if no other insurance exists. In no event will **we** pay more than our applicable Limit of Insurance.

Policy number TBD

This endorsement is effective 07/01/2025 and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in **bold font** have special meaning. Refer to Section O., DEFINITIONS of this Liberty Mutual Property Protector Policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **PROPERTY AT A MISCELLANEOUS UNNAMED LOCATION**

This endorsement modifies insurance provided under the following:

LIBERTY MUTUAL PROPERTY PROTECTOR POLICY

The following Schedule is added. The Limits of Insurance shown below are the only limits that apply to the described Covered Property.

Schedule

Description of Covered Property	<b>Replacement Cost or Actual Cash Value</b>	Limit of Insurance
Each of your cellular phones, laptops, or other personal electronic devices while in the possession of You, Your Employees, or Your Assigned Students, in any one occurrence is \$1,000	Actual Cash Value	\$50,000
Information required to complete this Schedule, if not shown above, will be shown in the DECLARATIONS.		

Policy number TBD

This endorsement is effective 07/01/2025 and will terminate with the policy. It is issued by the company designated in the Declarations. All other provisions of the policy remain unchanged.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in **bold font** have special meaning. Refer to Section O., DEFINITIONS of this Liberty Mutual Property Protector Policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ROOF SURFACING COSMETIC LOSS EXCLUSION**

This endorsement modifies insurance provided under the following:

### **LIBERTY MUTUAL PROPERTY PROTECTOR POLICY**

- A.** The following applies with respect to loss or damage by wind or hail to **real property** at **covered locations** described in the Schedule below:

**We** will not pay for cosmetic damage to roof surfacing caused by wind or hail. For the purpose of this endorsement, cosmetic damage means that the wind or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

- B.** For the purpose of this endorsement, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

Schedule

<b>Covered Locations:</b>
2.1 320 Yokley St Franklin, KY 42134 213
2.10 320 Yokley St Franklin, KY 42134 213
2.11 320 Yokley St Franklin, KY 42134 213
2.12 320 Yokley St Franklin, KY 42134 213
2.13 320 Yokley St Franklin, KY 42134 213
2.14 320 Yokley St Franklin, KY 42134 213
2.15 320 Yokley St Franklin, KY 42134 213
2.16 320 Yokley St Franklin, KY 42134 213

Covered Locations:	
2.17	320 Yokley St Franklin, KY 42134 213
2.2	320 Yokley St Franklin, KY 42134 213
2.3	320 Yokley St Franklin, KY 42134 213
2.4	320 Yokley St Franklin, KY 42134 213
2.5	320 Yokley St Franklin, KY 42134 213
2.6	320 Yokley St Franklin, KY 42134 213
2.7	320 Yokley St Franklin, KY 42134 213
2.8	320 Yokley St Franklin, KY 42134 213
2.9	320 Yokley St Franklin, KY 42134 213
5.1	601 John J Johnson Ave Franklin, KY 42134 213
5.2	601 John J Johnson Ave Franklin, KY 42134 213
6.1	721 Witt Rd Franklin, KY 42134 213
6.10	721 Witt Rd Franklin, KY 42134 213
6.11	721 Witt Rd Franklin, KY 42134 213
6.12	721 Witt Rd Franklin, KY 42134 213
6.13	721 Witt Rd Franklin, KY 42134 213
6.14	721 Witt Rd Franklin, KY 42134 213
6.2	721 Witt Rd Franklin, KY 42134 213
6.3	721 Witt Rd Franklin, KY 42134 213
6.4	721 Witt Rd Franklin, KY 42134 213
6.5	721 Witt Rd Franklin, KY 42134 213
6.6	721 Witt Rd Franklin, KY 42134 213



Covered Locations:	
6.7	721 Witt Rd Franklin, KY 42134 213
6.8	721 Witt Rd Franklin, KY 42134 213
6.9	721 Witt Rd Franklin, KY 42134 213
7.1	201 Commerce St Franklin, KY 42134 213
7.2	201 Commerce St Franklin, KY 42134 213
7.3	201 Commerce St Franklin, KY 42134 213
7.4	201 Commerce St Franklin, KY 42134 213
7.5	201 Commerce St FRANKLIN, KY 42134 213
Information required to complete this Schedule, if not shown above, will be shown in the DECLARATIONS.	

**LIBERTY MUTUAL GROUP PRIVACY NOTICE**  
Commercial Lines (excluding Workers' Compensation)  
(Effective June 2024)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to [libertymutual.com/privacy](https://libertymutual.com/privacy) to review the applicable Liberty Mutual privacy notice.

**What Data Does Liberty Mutual Gather?**

The types of personal data we gather and share depend on both the product and your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you want a quote for commercial property insurance. The data we gather can include your Social Security Number, income, transaction data such as account balances and payment history, and data from consumer reports. It may also include data gathered in connection with our provision of insurance services, when you apply for such services, or resulting from other contacts with you. It may also include:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consumer histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records, and loss history information, health data, or criminal convictions;
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data; and
- **Sensitive Data** as defined under the California Privacy Rights Act when used to infer characteristics of an individual.

## How Do You Gather My Data?

We gather your personal data <b>directly from you</b> . For example, you provide us with data when you:	We also gather your personal data <b>from other people</b> . For example:
<ul style="list-style-type: none"><li>ask about, buy insurance, or file a claim</li></ul>	<ul style="list-style-type: none"><li>your insurance agent or broker</li></ul>
<ul style="list-style-type: none"><li>pay your policy</li></ul>	<ul style="list-style-type: none"><li>your employer, association, or business (if you are insured through them)</li></ul>
<ul style="list-style-type: none"><li>visit our websites, call us, or visit our office</li></ul>	<ul style="list-style-type: none"><li>our affiliates or other insurance companies about your transactions with them</li></ul>
	<ul style="list-style-type: none"><li>consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property</li></ul>
	<ul style="list-style-type: none"><li>other public directories and sources</li></ul>
	<ul style="list-style-type: none"><li>third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register, or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjusters and claim handlers</li></ul>
	<ul style="list-style-type: none"><li>other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data</li></ul>

Organizations that share data with us may keep it and disclose it to others as permitted by law.

## How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. We may use your data and the data of our former customers for our business and other compatible purposes. Our business purposes include, for example:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>	<b><u>Do We Sell or Share Your Data as Defined by CPRA?</u></b>
<b>Market, sell and provide insurance.</b> This includes, for example: <ul style="list-style-type: none"><li>calculating your premium;</li><li>determining your eligibility for a quote;</li><li>confirming your identity and servicing your policy;</li></ul>	<ul style="list-style-type: none"><li>Identifiers</li><li>Personal Information</li><li>Protected Classification Characteristics</li><li>Commercial Information</li><li>Internet or other similar network activity</li><li>Professional or employment related information</li><li>Inferences drawn from other personal information</li><li>Risk data</li><li>Claims data</li><li>Sensitive Data</li></ul>	<ul style="list-style-type: none"><li>No</li></ul>

<p><b>Manage your claim.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• managing your claim, if any;</li> <li>• conducting claims investigations;</li> <li>• conducting medical examinations;</li> <li>• conducting inspections, appraisals;</li> <li>• providing roadside assistance;</li> <li>• providing rental car replacement or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<p><b>Day to Day Business and Insurance Operations.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• creating, maintaining, customizing, and securing accounts;</li> <li>• supporting day-to-day business and insurance related functions;</li> <li>• doing internal research for technology and development;</li> <li>• marketing, advertising and creating products and services;</li> <li>• conducting audits related to a current contact with a consumer and other transactions;</li> <li>• as described at or before the point of gathering personal data or with your authorization;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<p><b>Security and Fraud Detection.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• detecting security issues;</li> <li>• protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>• managing risk and securing our systems, assets, infrastructure, and premises;</li> <li>• help to ensure the safety and security of Liberty Mutual staff, assets, and resources, which may include physical and virtual access controls and access rights management;</li> <li>• supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<p><b>Regulatory and Legal Requirements.</b> This includes for example:</p>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>

<ul style="list-style-type: none"> <li>controls and access rights management;</li> <li>to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's Mutual's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty Mutual is among the assets transferred;</li> <li>exercising and defending our legal rights and positions;</li> <li>to meet Liberty Mutual contractual obligations;</li> <li>to respond to law enforcement requests as required by applicable law, court order, or governmental regulations;</li> <li>as otherwise permitted by law;</li> </ul>	<ul style="list-style-type: none"> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>	
<b>Improve Your Customer Experience and Our Products.</b> This includes, for example: <ul style="list-style-type: none"> <li>improve your customer experience, our products, and service;</li> <li>to provide support, personalize, and develop our website, products, and services;</li> <li>create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>	<ul style="list-style-type: none"> <li>No</li> </ul>
<b>Analytics to identify, understand, and manage our risks and products.</b> This includes, for example: <ul style="list-style-type: none"> <li>conducting analytics to better identify, understand, and manage risk and our products.</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information;</li> <li>Risk data</li> <li>Claims data</li> <li>Sensitive Data</li> </ul>	<ul style="list-style-type: none"> <li>No</li> </ul>
<b>Customer service and technical support.</b> This includes, for example: <ul style="list-style-type: none"> <li>answer questions and provide notifications;</li> <li>provide customer and technical support.</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> </ul>	<ul style="list-style-type: none"> <li>No</li> </ul>

	<ul style="list-style-type: none"> <li>• Claims data</li> </ul>	
<b>Cross-Context Behavioral Advertising</b>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• IP address</li> <li>• Internet or other similar network activity</li> </ul>	<ul style="list-style-type: none"> <li>• We share this information with service providers such as search engines and social media platforms.</li> </ul>

Liberty Mutual will not collect additional categories of personal information or use the personal information we collected for materially unrelated, or incompatible purposes without updating our notice.

### **How Does Liberty Mutual Share My Data?**

Liberty Mutual does not sell your personal data as defined by California law.

Liberty Mutual shares your personal data as disclosed above. The California privacy law defines sharing as "communicating orally, in writing, or by electronic or other means, a consumers personal information, to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration". This occurs when you visit the Liberty Mutual website. Cookies or pixels are deployed that then allow us to show you targeted advertisements when you visit other websites or social media platforms.

This type of sharing is different from disclosing personal information to other entities to perform a service related to providing insurance or processing your claim. Liberty Mutual may disclose personal data with the following categories of affiliated and non-affiliated third parties:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors, and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Public entities (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- A person, organization, affiliates or service providers conducting actuarial or research studies; and
- As permitted by law.

We may also disclose data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not disclose your personal data with others for their own marketing purposes.

We may also disclose data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

Liberty Mutual may disclose the following categories of personal data to service providers for business purposes:

Identifiers	Personal Data
Protected Classification Characteristics	Commercial Information
Internet or other similar network activity	Claims Data
Inferences drawn from personal data	Risk Data
Professional, employment, and education information	

### **How Do We Keep Your Personal Data Safe?**

We maintain physical, electronic, and procedural safeguards to protect your non-public personal information.

These safeguards comply with applicable laws. Our employees and agents are authorized to access your data only for legitimate business purposes.

### **How Long Does Liberty Mutual Retain Each Category of Personal Data?**

We retain your information in accordance with our legal obligations, our records retention policies, or as otherwise permitted by law. For example, we may have a legal obligation to retain information relating to your policies or claims with us. We will delete your data once the legal obligation expires or after the period of time specified in our records retention policies. The period of retention is subject to our review and alteration.

### **Children's Privacy**

We do not direct our services to individuals under the age of 13 and we request that these individuals do not provide personal data through our services.

### **What Rights Do I Have to Learn More About My Personal Data?**

Individuals may request access to a copy of their personal information. We will honor requests for access after we have verified your identity. We will grant two requests per year after. A request may be made to us by contacting us as described below.

You may have additional rights if you are a resident of California. For information about our data practices in the last 12 months, including the types of personal data we have collected, from whom we gathered that data, and with whom we disclosed the data, please go to [Lmi.co/caprivacynotices](https://lmi.co/caprivacynotices) and click on the link for the California Privacy Policy (Consumers). As a California resident, you also have the right to opt-out of cross-context behavioral advertising. You can learn more about those rights at [lmi.co/caprivacychoices](https://lmi.co/caprivacychoices). To learn more about these and other privacy rights you may have as a California resident, please see the [California Privacy Policy \(Consumers\)](#). If you cannot access the link, please contact us.

### **Will Liberty Mutual Update This Privacy Notice?**

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this notice will be effective once it is posted online at <https://www.libertymutual.com/>. You are responsible for reviewing this notice to stay informed of any changes or updates.

### **Who Do I Contact Regarding Privacy?**

You can submit requests, seek additional information, or obtain a copy of our Privacy Notice in an alternative format by either:

**Calling:** 800-344-0197

**Email:** [Privacy@libertymutual.com](mailto:Privacy@libertymutual.com)

**Online:** [Libertymutualgroup.com/privacy-policy/data-request](https://Libertymutualgroup.com/privacy-policy/data-request)

**Postal Address:** Liberty Mutual Insurance Company  
175 Berkeley St., 6th Floor  
Boston, MA 02116  
Attn: Privacy Office

## STATE OR MUNICIPAL TAXES, SURCHARGES AND OTHER MISCELLANEOUS CHARGES SUMMARY

The following is a breakdown of the total amount of State or Municipal taxes, surcharges or other miscellaneous charges shown on DECLARATIONS:

DRAFT