

## GENERAL DECLARATIONS

Named Insured and Mailing Address

The Named Insured is a(n)

Business or Operations of the Named Insured:

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The insurance provided by this policy consists of the following coverage form(s). The premium may be subject to adjustment. In return for payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy.

### INLAND MARINE COVERAGES

Policy Period is from to 12:01 AM, Standard time at Mailing address of the insured.

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### PREMIUM SUMMARY:

Estimated Annual Premium

Premium Due at Inception

Terrorism Risk Insurance Act - Certified Acts Coverage - Covered

Terrorism Risk Insurance Act - Certified Acts Coverage - Not Covered

Insurance Guarantee Association

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FORMS ATTACHED AT INCEPTION

Countersignature of Authorized Agent: \_\_\_\_\_

Producer:

Date

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## Equipment Floater SUPPLEMENTAL DECLARATIONS

**Form(s) and Endorsement(s) attached to and made a part of this policy:**

Form #	Title
GD 1	General Declarations
EQFL-SUPP 05 03	Supplemental Declarations
135302 DEC 11 84	Commercial Articles Floater Declarations Page
141795 11 84	Commercial Articles Floater Schedule of Property
IL 02 70 04 98	California Changes - Cancellation and Non renewal
IL 00 03 04 98	Calculation of Premium
IL 00 17 11 98	Common Policy Conditions
140559 12 86	Conditions
140866 02 86	Debris and Pollutant Removal Amendment
145901 01 02	Detrimental Code Exclusion
145900 01 02	Fungi Limitation Endorsement
386359 01 03	Important Notice Regarding Terrorism Coverage
385462 01 89	Fireman's Fund Policyholder Message
EQFL-UNAT 05 03	Commercial Articles Unattended Vehicle Exclusion
EQFL-VALU 05 03	Commercial Articles Valuation Endorsement
EQFL-TERR 05 03	Coverage Territory
EQFL-DEDU 05 03	Deductible Summary
EQFL-MUSI 05 03	Professional Musical Instruments Endorsement
EQFL-ACQU 05 03	Additional Acquired Items Endorsement

# Commercial Articles Floater - 135302DEC 11 84

Policy Amendment Commercial Inland Marine

Insured

Policy Number

Producer

Effective Date

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## Schedule

- |   |  |   |                            |
|---|--|---|----------------------------|
| <b>1. Fine Arts</b>   | <input type="checkbox"/> Per Schedule on File with the Company | <input type="checkbox"/> Per Schedule Attached            | <b>Deductibles \$</b>      |
| <b>Loc.</b>   | <b>Amount of Insurance</b>                                     | <b>Loc</b>  | <b>Amount of Insurance</b> |
| <b>2. Cameras, Projection Machines, Films and Related Equipment</b> | <input type="checkbox"/> Per Schedule on File with the Company | <input checked="" type="checkbox"/> Per Schedule Attached | <b>Deductibles \$</b>      |
| <b>Amount of Insurance \$</b>                                       | Per Schedule Attached on Form 141795 11 84                     |   | See Endorsement D          |
| <b>3. Musical Instruments and Related Equipment</b>                 | <input type="checkbox"/> Per Schedule on File with the Company | <input type="checkbox"/> Per Schedule Attached            | <b>Deductibles \$</b>      |
| <b>Amount of Insurance \$</b>                                       |  |   |                            |
| <b>4.</b>   | <input type="checkbox"/> Per Schedule on File with the Company | <input type="checkbox"/> Per Schedule Attached            | <b>Deductibles \$</b>      |
| <b>Amount of Insurance \$</b>                                       |  |   |                            |

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

This policy covers only the classes of property for which an amount of insurance is shown in the Declarations applicable to this Amendment. The property must be owned by you or in your custody or control.

If Fine Arts are covered, the premium for the coverage has been computed based upon your statement that the property was at the locations shown in the Declarations applicable to this Amendment on the date this coverage became effective.

#### 1. Causes of Loss We Cover

We cover all risks of direct physical loss to the covered property from any external cause. We do not cover those causes excluded under CAUSES OF LOSS WE DO NOT COVER or excluded elsewhere in this policy.

#### 2. Causes of Loss We Do Not Cover

a. We do not cover loss or damage caused by, or made worse by any of the following:

- (1) wear and tear;
- (2) deterioration, inherent vice or latent defect;
- (3) vermin (birds, rodents, insects or animals);
- (4) seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire is covered under this policy;
- (5) from any weapon employing atomic fission or fusion or nuclear reaction or radiation, radioactive contamination, however caused. But we will pay for direct loss or damage caused by fire if the fire is covered under this policy;
- (6) war, including undeclared or civil war; warlike 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,
- (7) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these;

(8) illegal transportation or trade.

b. As to Fine Arts, we do not cover loss or damage caused by or made worse by:

- (1) repairing, restoration or retouching;
- (2) or from breakage of art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains, and similar fragile articles, unless caused by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, earthquake, flood, explosion, malicious damage or collision, derailment or overturn of conveyance, unless such cause is endorsed onto this policy;
- (3) exhibition at fair grounds or on the premises of any national or international exposition unless such event is covered by endorsement to this policy.

3. **Deductible** (applies separately to each category of property covered).

All claims for loss arising out of one occurrence shall be adjusted as one claim and the amount specified in the Declarations shall be deducted from the adjusted loss.

#### 4. Special Conditions

a. As to Fine Arts:

You agree that the covered property will be packed and unpacked by competent packers.

We will not pay for more than the amount set opposite the respective articles in the applicable schedules of covered property. The amounts so indicated are agreed to be the value of the articles.

If a total loss occurs to any covered article or articles which are a part of a set, we will pay you the full amount of the value of such set as specified in the applicable schedule, and you agree to surrender the remainder article or articles of the set to us.

b. As to Musical Instruments:

You agree that none of the covered instruments will be played for remuneration during the term of this policy, unless we endorse this policy and

you pay an additional premium to us.

**5. Additionally Acquired Property**

a. As to Fine Arts:

If during the term of this policy you acquire other objects of art, the provisions of this policy shall cover their actual cash value not exceeding 25% of the aggregate amount of the applicable schedule, PROVIDED you report such additional objects within 90 days from the date acquired and pay pro rata additional premium from the date acquired.

b. As to Cameras and Musical Instruments:

If you acquire additional such property, you must report the addition within thirty (30) days from

the date acquired and pay pro rata additional premium from the date acquired. We cover each separate class of such additionally acquired property but for not more than 25% of the amount of insurance on such class exclusive of this provision, or \$10,000, whichever is less. You understand that this policy ceases to cover such additionally acquired property if you do not report it to the Company within the stated thirty (30) day period.

**6. Territorial Limits**

This Insurance covers wherever the property may be located, except that Fine Arts are covered only within the Limits of the Continental United States, the State of Hawaii, Canada and the Commonwealth of Puerto Rico.

SAMPLE

# Commercial Articles Floater Schedule of Property - 141795 11 84

Policy Amendment Commercial Inland Marine

**This Schedule is issued in conjunction with and becomes part of Form 135302**

Insured

Policy Number

Producer

Effective Date

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## Schedule Summary

Coverage	Deductible	Limit
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## Schedule of Property

#	Manufacturer, Model Description	Serial Number	Amount Of Insurance
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(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

# California Changes - Cancellation and Nonrenewal - IL 02 70 04 98

Policy Amendment(s) General Provisions

**This endorsement modifies insurance provided under the following:**

**Boiler and Machinery Coverage Part**  
**American Business Coverage**  
**Commercial Auto Coverage Part**  
**Commercial Crime Coverage Part\***  
**Commercial General Liability Coverage Part**  
**Commercial Inland Marine Coverage Part**  
**Commercial Property Coverage Part**  
**Farm Coverage Part**  
**Liquor Liability Coverage Part**  
**Pollution Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**  
**Professional Liability Coverage Part**

\* This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form **A**), forgery or alteration (Coverage Form **B**), or public employee dishonesty (Coverage Forms **O** and **P**).

A. Paragraphs 2. and 3. of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
  - (1) Nonpayment of premium; or
  - (2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

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

3. All Policies In Effect For More Than 60 Days

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

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

- (2) Discovery of fraud or material misrepresentation by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
  - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
  - (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
  - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
    - b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
      - (1) 10 days before the effective date of cancellation if we cancel for a reason listed in Paragraph 3.a.(1) or 3.a.(2); or
      - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B. The following provision is added to the **Cancellation Common Policy Condition**:
7. Residential Property
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- American Business Coverage
  - Commercial Property Coverage Part
  - Farm Coverage Part - Farm Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
  - b. We may not cancel this policy solely because the first Named Insured has:
    - (1) Accepted an offer of earthquake coverage; or
    - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.
- However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.



c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This Restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) American Business Coverage - American Business Special Property Coverage Form;
- (2) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
- (3) Farm Coverage Part - Farm Property Coverage Form; Covered Causes Of Loss - Special.

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

#### **Nonrenewal**

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

American Business Coverage

Commercial Property Coverage Part

Farm Coverage Part - Farm Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below:
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This Restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage

caused by or resulting from corrosive soil conditions:

- (1) American Business Coverage - American Business Special Property Coverage Form;
  - (2) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
  - (3) Farm Coverage Part - Farm Property Coverage Form; Covered Causes Of Loss - Special.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
  - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
  - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
  - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
  - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
  - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

# CALCULATION OF PREMIUM - IL 00 03 04 98

**This endorsement modifies insurance provided under the following:**

**BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK**

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued.

On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

# Common Policy Conditions - IL 00 17 11 98

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

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
3.
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

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

## C. Examination of Your Books and Records

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

## D. Inspections and Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
  4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**E. Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**F. Transfer of Your Rights and Duties Under This Policy.**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

# Conditions - 140559 12 86

## Commercial Inland Marine Coverage Form

### A. General Conditions

1. **Your name and address** as the Named Insured shall be as specified in the General Declarations.

2. The Policy Period

This policy applies only to loss or damage that occurs during the policy period shown in the General Declarations. The policy period begins and ends at 12:01 a.m., Standard Time, at your address shown in the General Declarations. But if this policy replaces a policy which expires at noon Standard Time on the effective date of this policy, then this policy will not be effective until the policy being replaced expires. In those states which require policy periods to begin and end at noon Standard Time, this policy will begin and end at noon Standard Time.

3. **The Declarations** shows you which coverages you have purchased and the limits of insurance that apply. You have only those coverages and amounts of insurance. If this coverage applies only at specified locations, they are shown in the Declarations.

By accepting this policy, you agree that:

- a. the statements in the Declarations are your agreements and representations;
- b. that this policy is issued in reliance on the truth of such representations.

4. Territorial Limits

Unless a coverage form attached to this policy indicates otherwise, this policy covers only

within the 48 contiguous states of the United States, the District of Columbia and within the states of Alaska and Hawaii.

5. Concealment or Fraud

This policy is void if you have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

6. Abandonment

You may not abandon any covered property to us without our written consent.

7. Civil Authority

We will pay you for your covered property, if covered for the peril of fire, if an order by a civil authority causes your property to be damaged or destroyed during a conflagration in order to retard such disaster.

8. Suit

You agree not to sue us or involve us in another action proceeding after 2 years have past since you discovered the occurrence giving rise to such action. If the state law applicable to this coverage requires a different time period within which suit may be brought, this provision is amended to conform to such law.

### B. Loss Adjustment Provisions

1. Your Duties After Loss

If a loss occurs which this policy may cover, you must see that the following duties are performed:

a. Notice of Loss

You must tell us in writing as soon as practical after loss or damage has occurred to your covered property, or after any occurrence that may develop into a claim. You must also file with us or our agent, a detailed sworn proof of loss within ninety (90) days following the occurrence.

b. Protect Property

You shall do what is reasonably necessary to minimize the loss or damage and to protect the covered property from any further loss or damage. Any expense in doing this shall be shared by you and us according to your and our interests. If you move the covered property to a safe place, that property will continue to be covered and we will reimburse you for the reasonable expenses for doing so. You must tell us as soon as practical that you have done this.

2. Examination Under Oath

Before recovering from us for any loss, you shall, if we request:

- a. Permit us to inspect and appraise the damaged property before it is repaired or disposed of;
- b. be examined under oath;
- c. produce others for examination under oath; and,
- d. comply with any other reasonable request we make.

These requests are for the purpose of examining the loss. They shall not mean that we admit liability for any loss or damage.

3. Valuation

If a loss occurs, we will determine the value of the lost or damaged property at its actual cash value, with proper deduction for depreciation, as of the time of loss or damage. We will not pay you more than it would cost to repair or replace the covered property with material of like kind and quality. We will not pay you for any part of the loss or damage that you have collected from

any other source.

4. Settlement of Loss

We will settle substantiated claims within 30 days of our receipt of your statement of loss. We will supply you with the necessary forms.

5. No Benefit to Bailee

No person or organization, other than you, that has custody of the covered property, shall benefit from this insurance.

6. Subrogation

If any person or organization to whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to aid us in any recovery and to protect our rights. If that person or organization does anything to impair our rights after a loss, we will not have to pay the loss.

7. Loss Clause

If you have a loss other than a total loss, we will not reduce the amount of your coverage. However, if you have a total loss, the amount of your coverage shall be reduced by the amount of the item that was lost or destroyed. We will return to you the unearned premium from the date of loss to the end of the current policy period or rating period for which the premium was charged, whichever comes first. You may also request us to apply that unearned premium to the premium due on any item(s) replacing that which was lost or destroyed and for which we have paid a claim.

8. Pair, Set or Parts

If you have a loss to your covered property that is part of a pair or set, we will pay you only for a reasonable and fair proportion of the total value of the pair or set. We will not pay on the basis of a loss to the entire pair or set.

If you have a loss to covered property that is a piece or pieces which belong to something that when complete consists of several parts, we will pay only for the part(s) that are lost or damaged.

9. Appraisal

If you and we fail to agree on the amount of loss, either one can ask that the amount of loss be es-

established by appraisal. To start the appraisal process either you or we must make the request in writing to the other. Each must then choose a competent, independent appraiser and give the name and address of that appraiser to the other. This must be done within 30 days after the written request for appraisal is received.

The two appraisers must then choose a competent and impartial umpire. If they do not agree on an umpire within 15 days, either you or we may have an umpire selected by a court located in the same state as the covered property. The appraisers will then set the amount of the loss. A copy of their report will be given to you and to us. The amount they agree upon will be the amount of loss.

If the appraisers fail to agree within a reasonable period of time, they will give the umpire a statement of their differences. A written agreement signed by any two of the three will set the amount of the loss. You will pay your appraiser and we will pay ours. The umpire's fee and other appraisal expenses will be shared equally by you and us.

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

#### 10. Labeled Goods

If covered property bearing labels, packaging or wrappers is lost or damaged, we will pay you an amount sufficient to replace those labels, packaging or wrappers.

#### 11. Other Insurance

The coverage provided by this policy shall apply only as excess insurance over any other valid and collectible insurance or coverage that applies to the covered property.

#### 12. Impairment of Recovery Rights

If you do anything after a loss that impairs or precludes your right to recover from any other party who may be liable for the loss or damage, we will not pay you. We may also refuse to pay if you make any settlement or agreement on a loss without our written consent.

#### 13. Recovery

If we recover any part of a loss from another party, after we deduct the expenses of making

the recovery we will share the recovery with you. Your share will be the proportion that your share of the loss bears to the total amount of the loss.

#### 14. Loss Payee

If a loss payee is named in the Declarations, we will pay you and the loss payee, as the interest of each may appear.

### C. Additional Losses We Do Not Cover

In addition to Causes of Loss We Do Not Cover under this policy, the Governmental Action and Nuclear Hazard Exclusions that follow will apply to coverage under this policy regardless of other governmental action or war risk exclusions or clauses, or nuclear hazard or nuclear exclusions or clauses may appear in this policy. If however, the other clauses, if any, specifically assume these risks, then such other governmental action or war risk exclusions or clauses, or nuclear hazard or nuclear exclusions or clauses shall apply and the following clauses will not apply.

#### 1. Government Action.

We do not cover loss or damage caused by or resulting from seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire is covered under this policy.

#### 2. Nuclear Hazard

We do not cover loss or damage caused by any weapon employing atomic fission or fusion or nuclear reaction or radiation, or radioactive contamination, however caused. But we will pay for direct loss or damage caused by resulting fire if the fire is covered under this policy.

#### 3. War and Military Action

We do not cover loss or damage caused by or resulting from:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or,



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

4. Illegal Transport or Trade

We do not cover loss or damage caused by or resulting from illegal transportation or trade.

D. **Definitions**

Throughout this policy the terms **you** and **your** mean the person or organization shown in the General Declarations or coverage Declarations as the Named Insured. **You** and **your** includes partners acting as such when the Named Insured is a partnership and executive officers, directors and stockholders acting as

such when the Named Insured is a corporation. **We, us** and **our** mean the Company issuing this policy. The term **policy** means this Property Floater and the coverage forms and endorsements attached to it.

E. **Special State Provisions**

**KANSAS. Suit.** If this policy is issued in the State of Kansas, the words **five (5) years** are substituted for the words **twelve (12) months** in Condition A.8.

**TEXAS. Notice of Loss and Suit.** If this supplemental policy is issued in the State of Texas, the words **ninety-one (91)** are substituted for the word **ninety (90)** in Condition B.1.a. and the words **two (2) years and one (1) day** are substituted for the words **twelve (12) months** in Condition A.8.

**In Witness Whereof**, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

# Debris and Pollutant Removal Policy Amendment - 140866 02 86

## Policy Amendment

Your policy is amended as follows:

1. The following Extension of Coverage is added. If your policy does not provide coverage for debris removal, this Extension of Coverage adds debris removal coverage. If your policy does provide debris removal coverage, any other debris removal coverage provided by your policy is deleted and replaced by this Extension of Coverage.

**Debris Removal.** We will pay your reasonable cost to remove the debris of insured property caused by or resulting from an insured peril which occurs during the policy period.

This coverage only applies if no later than 180 days from the date of loss or the end of the policy period, whichever comes first, you:

- (1) discover the loss, and
- (2) report the cost to us in writing.

We will pay up to 25% of the sum of:

- (1) the direct physical loss otherwise payable under the policy, and
- (2) the deductible.

Payments under this Debris Removal coverage will not increase the Limit of Liability applicable to the insured property.

**Debris Removal Additional Limit.** If your cost for debris removal exceeds the amount we pay under the Limit of Liability applicable to the insured property, we will pay up to the lesser of:

- (1) 10% of the applicable Limit of Liability; or
- (2) \$100,000

as an Additional Limit of Liability for debris removal.

We will not pay:

- (1) the cost to extract **POLLUTANTS** from land or water (except as provided under **Pollutant Removal** below);
- (2) the cost to repair, replace or restore property damaged or destroyed by debris removal;
- (3) the cost to remove debris from any location used for handling, treatment, storage or disposal of waste unless the policy is extended to cover property at that specifically identified location.

2. The following Extension of Coverage is added:

**Pollutant Removal.** We will pay your reasonable cost to extract **POLLUTANTS** from land or water. The release, discharge or dispersal of the **POLLUTANTS** must result from an insured loss and must occur during the policy period.

This coverage only applies if no later than 180 days from the date of loss or from the end of the policy period, whichever comes first, you:

- (1) discover the loss, and
- (2) report the cost to us in writing.

The most we will pay in any one loss is the lesser of:

- (1) 10% of the applicable Limit of Liability; or
- (2) \$10,000

Under this Extension of Coverage, the most we will pay for all claims for loss which occurs at any one location during the policy period is \$10,000.

If this policy is written for a term of more than one year, we will apply this limit separately to each consecutive year of the policy period.

We will not pay:

- (1) the cost to repair, replace or restore property damaged or destroyed by extraction of **POLLUTANTS**;
- (2) the cost to extract **POLLUTANTS** from land or water:
  - (a) at any location used for the handling, treatment, storage or disposal of waste unless the policy has been specifically extended to cover property at that location;
  - (b) at any location if the **POLLUTANTS** are released, dispersed or discharged from a location which is used for the handling, treatment, storage or disposal of waste unless the policy has been specifically extended to cover property at that location;
  - (c) at any location if the **POLLUTANTS** arise out of or are a consequence of nuclear reaction or radiation, or radioactive contamination.

The Coinsurance provision, if any, in this policy does not apply to this Extension of Coverage.

3. The following exclusions are added:

#### **Ordinance or Law.**

We do not cover loss or damage caused by or resulting from the enforcement of any ordinance or law:

- (1) regulating the use or repair of any property; or
- (2) requiring the tearing down or removal of any property,

including the cost of removing its debris.

#### **Pollutants.**

We do not cover loss or damage caused by or resulting from the release, discharge or dispersal of **POLLUTANTS** unless the release, discharge or dispersal is caused by one of the perils listed below applying to the insured property. But we do cover loss caused by any of the following perils which results from the release, discharge or dispersal of **POLLUTANTS**.

Perils: Fire or Lightning;  
Explosion;  
Aircraft or Vehicles;  
Windstorm or Hail;  
Riot or Civil Commotion;  
Leakage from Fire Extinguishing  
Equipment;  
Volcanic Action;  
Vandalism or Malicious Mischief;  
Collision, upset or overturn of a  
transporting vehicle.

4. For the purpose of this Endorsement, **POLLUTANTS** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

## **Detrimental Code Exclusion 145901 01 02**

Policy Amendment (s)

**This endorsement modifies insurance provided under the following:**

**Commercial Property Coverage Part**

**Property-Gard Select Real and Personal Property Coverage Section**

**Commercial Inland Marine Coverage Part**

**Commercial Crime Coverage Part**

**Standard Property Policy**

**All Other Property, Inland Marine, or Crime Coverage Forms or Endorsements attached to this policy**

The following exclusion applies to any coverage part, coverage form, coverage section, coverage provision, extension of coverage, additional coverage, coverage enhancement, or amendatory endorsement attached to this policy:

1. This insurance does not apply to any loss, damage, expense, injury, economic loss, economic detriment, liability, or claim, directly or indirectly, arising out of, caused by, resulting from, happening through, or in consequence of **detrimental code**, notwithstanding any other provision of this policy to the contrary.
2. Such loss, damage, expense, injury, economic loss, economic detriment, liability or claim is excluded regardless of any other cause, condition, or event that contributes concurrently or in any sequence to the loss, damage, expense, injury, economic loss, economic detriment, liability, or claim.

3. This exclusion applies regardless of who introduced the **detrimental code**, even if the **detrimental code** was introduced by your employees.

**Definition:**

**Detrimental Code** means any computer virus, program, routine, sub-routine, trojan horse, worm, script or other code string that destroys, alters or corrupts Covered Property, Property Insured, or property of others for which you are liable, regardless of how the **detrimental code** was introduced or acquired.

This endorsement is otherwise subject to all terms, conditions, provisions and stipulations of the policy to which it is attached.

## FUNGI LIMITATION ENDORSEMENT

1. The terms fungus and mold are deleted wherever they may appear in the coverage parts, coverage sections, forms or endorsements described above and attached to this policy.
2. The following exclusion applies to any coverage part, coverage form, coverage section, coverage provision, extension of coverage, additional coverage, coverage enhancement, or amendatory endorsement attached to this policy:
  - a. This insurance does not apply to any loss, damage, expense, injury, economic loss, economic detriment, liability, or claim, directly or indirectly, arising out of, caused by, resulting from, happening through, or in consequence of **fungi**, notwithstanding any other provision of this policy to the contrary. This includes the cost to test for, monitor, abate, mitigate, remove, dispose of, or remediate **fungi**.
  - b. Such loss, damage, expense, injury, economic loss, economic detriment, liability, or claim is excluded regardless of any other cause, condition, event, material, product or building component, that contributes concurrently or in any sequence to the loss, damage, expense, injury, economic loss, economic detriment, liability or claim.
3. The following coverage extension is added:

**Fungi**

  - a. If **fungi** is the result of a Covered Cause of Loss, we will pay, subject to the limitation in subsection 3.d. (below), for:
    - (1) Direct physical loss of or damage to Covered Property, or Property Insured; or
    - (2) Your liability for property of others; At the premises shown in the Declarations, caused by or resulting from **fungi**. This includes the necessary and reasonable cost incurred to test for, monitor, abate, mitigate, remove, dispose of, or remediate **fungi**.
  - b. Coverage provided by this extension applies only if the presence of **fungi** is reported to us within 30 days of the occurrence of the covered loss that is alleged to have caused this condition.
  - c. Coverage provided by this extension includes:
    - (1) The actual loss of Business Income you sustain;
    - (2) The necessary Extra Expense you incur; or
    - (3) Ordinance or Law Coverage;if the Coverage Section, policy Declarations, or an endorsement attached to this policy show that you have Business Income, Extra Expense, or Ordinance or Law Coverage.
  - d. Regardless of any other limits or coverages stated in this policy, or the number of locations involved, the most we will pay under this coverage extension in any one occurrence or in the **annual aggregate** during this policy period is \$25,000. The provisions of this extension do not increase any Limits of Insurance provided by this policy.
4. Additional Definitions
  - a. **Annual Aggregate** means the most we will pay for all loss or damage arising from all occurrence(s) during any one Policy Period. **Annual Aggregate** Limit(s) of Insurance are reduced by the amount of any paid loss insured under this coverage extension.If the policy is written for a term of more than one year, we will apply the **annual**

**aggregate** limit of insurance separately to each consecutive year of the Policy Period. If the policy is extended for a period of time that is less than a year, the **annual aggregate** from the prior term applies to the extended period of time.

- b. **Fungi** means all types of fungus, such as mildew and mold, and all of their resulting spores and byproducts, including mycotoxins and allergens. **Fungi** does not mean **fungi** for human ingestion.

For purposes of this **Fungi** Coverage Extension, **fungi** is not considered a **pollutant**.

This endorsement is otherwise subject to all other terms, conditions, provisions and stipulations of the policy to which it is attached.

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**IMPORTANT NOTICE REGARDING TERRORISM COVERAGE - 386359 01 03**

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Insured

Policy Number

Producer

Effective Date

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You are hereby notified that under the Terrorism Risk Insurance Act of 2002 (The Act), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of The Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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.

You should know that coverage provided by this policy for losses caused by acts of terrorism, as defined in The Act, is partially reimbursed by the United States under a formula established by The Act. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage does not include any charges for the portion of the loss covered by the Federal government under The Act.

Our records indicate that you previously accepted our offer of terrorism coverage, which was made at the time we issued our quote. Accordingly, the policy referenced above includes coverage for terrorist acts, as defined in The Act. If your policy provides workers compensation coverage, you cannot reject that coverage because applicable workers compensation laws in your state mandate that this coverage be included. No additional action on your part is required at this time.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the Fireman's Fund Insurance Companies.

One of the Fireman's Fund Insurance Companies as named in the declaration page of your policy.

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**California Insurance Guarantee Association Recoupment Surcharge**

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, **CA Surcharge** with an amount will be displayed on your premium notice.

If you have any questions concerning this recoupment surcharge, please contact your agent or broker.



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

**UNATTENDED VEHICLE**

**The following is added to Paragraph 2.a. Causes of Loss We Do Not Cover.**

**2.a. (9) Theft from any unattended vehicle unless at the time of theft its windows, doors, and compartments were closed and locked and there are visible signs that the theft was the result of forced entry. However, the maximum we will pay for a covered unattended vehicle loss is \$50,000.**

**But this exclusion does not apply to property in the custody of the U.S. Postal Service or property entrusted to others who are carriers for hire.**

**Sub -paragraph 4.b. under Special Conditions is deleted.**

**All other terms and conditions remaining unchanged.**

Countersignature of Authorized Agent: \_\_\_\_\_

Producer:

Date

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

**VALUATION**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL ARTICLES FLOATER**

Loss Adjustment Provision B.3. Valuation in the Commercial Inland Marine Conditions is deleted and replaced by the following:

**B.3. Valuation**

The Value of Property will be the least of the following amounts:

The amount shown in the Schedule;

The cost of reasonably restoring that property to its condition immediately before “loss”; or

The cost of replacing that property with substantially identical property, if replaced.

In the event of “loss”, the value of property will be determined as of the time of “loss”.

All other terms and conditions remaining unchanged.

Countersignature of Authorized Agent: \_\_\_\_\_

Producer:

Date

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

**COVERAGE TERRITORY**

The coverage territory is worldwide, excluding the following countries:

Egypt, Jordan, Iran, Iraq, North Korea, Persian or Arabian Gulf and adjacent waters including the Gulf of Oman north of 24 degrees north, Angola, Israel, Lebanon, Syria, Libya, Eretria, Gulf of Aquaba, Somalia, All territories within the Republic of Yugoslavia, Zaire, Liberia, Georgia, Haiti, Yemen, Sri Lanka, Commonwealth of Independent States (C.I.S.), and Estonia, Latvia, Lithuania, and the areas formerly known as the Union of Soviet Socialist Republics (U.S.S.R.)

Countersignature of Authorized Agent: \_\_\_\_\_

Producer:

Date

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

**DEDUCTIBLE SCHEDULE**

**Coverage**

**Deductible**

**Deductibles above applies to all covered perils except:**

- a) \$5,000 for Theft from a Locked Vehicle or Any Loss Outside of the United States. (The maximum we will pay for a covered unattended vehicle loss is \$50,000)
- b) A separate \$10,000 deductible applies to any Loss on Equipment Leased, Rented or Loaned to Others.
- c) 5% of scheduled limit subject to a minimum of \$2,500 for Wind, Earthquake and Flood.

Countersignature of Authorized Agent: \_\_\_\_\_

Producer:

Date

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

**PROFESSIONAL MUSICAL INSTRUMENTS ENDORSEMENT**

**This policy is hereby amended as follows:**

**Section 4b on form 135302 11-84S is hereby deleted**

**All other terms and conditions remaining unchanged.**

SAMPLE

Countersignature of Authorized Agent: \_\_\_\_\_

Producer:

Date

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

**ADDITIONAL ACQUIRED ITEMS ENDORSEMENT**

**This policy is hereby amended as follows:**

**Section 5b on form 135302 11-84S is hereby amended to include the scheduled classes on form 141795 11-84**

**All other terms and conditions remaining unchanged.**

SAMPLE

Countersignature of Authorized Agent: \_\_\_\_\_

Producer:

Date