

Question 2 (Legislator Brew)

Community Resource Collaborative on Behalf of the Neighborhood Collaborative Project - Jocelyn Basley

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Contact Information

Organization Name	Mail Address		
Community Resource Collaborative on Behalf of the Neighborhood Collaborative Project	100 College Ave, Suite 130, Rochester, NY 14607		
Signatory Name	Title		
Tina Paradiso	Executive Director - Community Resource Collaborative		
1st Contact Name	Title	Phone	Email
Jocelyn Basley	NCP Team Lead / Community Consultant, C3 Consultancy Services, LLC	585-563-5148	neighborhoodcollaborative@gmail.com
2nd Contact Name	Title	Phone	Email
Janelle Duda Banwar	Director - On the Ground Research	585-683-3638	janelle@onthegroundny.com
Filled Out Form	Title	Phone	Email
Jocelyn Basley	NCP Team Lead / Community Consultant, C3 Consultancy Services, LLC	585-563-5148	jrbasley@c3consultancy.org

Company Policies and Insurance Documents

- 1. Procurement** [CRC Procurement Policy.pdf](#)
- 2. Property Management** [Property Management Policy - NA.pdf](#)
- 3. Records Retention** [Document Retention and Destruction Policy for NCP funded partners.pdf](#)
- 4. Code of Ethics** [CRC's Conduct Standards and Code of Ethics.pdf](#)
- 5. Personnel Policy** [Community Resource Collaborative Employee Handbook.pdf](#)
- 6. M/WBE Policy** [NCP's MWBE Utilization Plan 113022.pdf](#)
- 7a. Insurance - Worker's Comp** [CERTIFICATE OF LIABILITY INSURANCE.pdf](#), [Workers Comp Policy.pdf](#), [DBL Policy.pdf](#)
- 7b. Insurance - Professional Liability** [CERTIFICATE OF LIABILITY INSURANCE.pdf](#), [Businessowners Policy.pdf](#)
- 7c. Insurance - Automobile** [CERTIFICATE OF LIABILITY INSURANCE.pdf](#), [Businessowners Policy.pdf](#)
- 8. Certification** [Signed Certification for Contracts,Grants,Loans.pdf](#)

Federal Grant Requirements

- 1. SAM #** D1FJVPR1GRA8
- 2. Exec Name/Compensation**
Not Applicable
- 3. Fed Contracts?** no
 - 3a. Last 3 Fed Contracts**
 - 3b. Monitor Interventions?**
 - 3c. Interventions - Explain**
- 4. GAAP/Audit Agency?** yes
 - 4a. Audit Agency Name** Heveron & Company CPA

Audit Last 5 Years? no

 - 5a. Audit Agency Name**
 - 5b. Annual Financial Statements?** no
 - 5c. Statements**
 - 5d. Internal Financial Statements?**
Community Resource Collaborative (CRC), the fiscal agent for the Neighborhood Collaborative Project (NCP) has been in existence since September 2021 and as such has not completed a single audit in the past 5 years. CRC does maintain its own internal financial statements and is scheduled to conduct an audit for the 2022 Fiscal year. CRC did not incur receipts or external funding in 2021.
- 6. Negotiated Rate?** no
 - 6a. Rate**
 - 6b. Rate Agency**
 - 6c. No Rate - Explain** Community Resource Collaborative (CRC) on behalf of the Neighborhood Collaborative Projective presumes and requests confirmation of its allowable use of the 10% de minimis indirect cost rate given CRC is a non-federal entity that has never received a negotiated indirect cost rate.

7. Cash Flow Community Resource Collaborative (CRC), the fiscal agent for the Neighborhood Collaborative Project (NCP) will acquire and maintain a separate line of credit solely for the purpose and use of meeting the needs of this contract. Given this contract is reimbursement based, this line of credit will ensure sufficient cash flow to carry out performance and delivery of the contract terms.

8. Budget Percent 60.00

9. Financial System? yes

9a. System Rev/Exp/Assets/Prop yes

9b. System Roles yes

9c. System - Explain

10. Turnover

Community Resource Collaborative (CRC), the fiscal agent for the Neighborhood Collaborative Project (NCP) has had zero staff turn over since its inception in 2021 and its senior management is stable to date.

11. Staff Experience

The senior leadership of Community Resource Collaborative (CRC), the fiscal agent for the Neighborhood Collaborative Project (NCP) represents over four years of nonprofit federal grant management and over nine years of for-profit financial management. NCP's lead facilitator, C3 Consultancy Services, LLC brings over 40 years of project/process management, federal, state, municipal and philanthropic grant management and program development experience and expertise. NCP is facilitated through its oversight committee, which is co-chaired the project lead, Jocelyn Basley of C3 Consultancy Services, LLC and CRC's Executive Director, Tina Paradiso.

11a. Resumes [Tina Paradiso's Resume.pdf](#), [Andy C Resume 2022.pdf](#), [DudaBanwar_CV_November 22.pdf](#), [Resume - JRBasley C3 Consultancy 2022.pdf](#)

Personnel

Name #1	Title	Email	
Jocelyn Basley Phone 773-971-7613	Community Consultant and Project Lead for the Neighborhood Collaborative Project (NCP)	jrbasley@c3consultancy.org	
Name #2	Title	Email	Phone
Tina Paradiso	Executive Director, Community Resource Collaborative, NCP's Fiscal Agent/Officer	tinap@commresourcecollab.org	585-261-4475
Name #3	Title		
Janelle Duda-Banwar Email janelle@onthegroundny.com	Founder and Director, On the Ground Research / NCP's Project Evaluator and POC for Data Collection & Reporting Phone 585-683-3638		
Name #4	Title		
Andy Carey Email mccollaborative1@gmail.com	Co-Founder, MC Collaborative / NCP's POC for Case Management, Client Referral, & Neighborhood Outreach Coordination Phone 585-802-3816		

Scope of Work

1. Project Description

The Neighborhood Collaborative Project (NCP) represents a capacity-building strategy that brings services back into Rochester neighborhoods by supporting walking outreach, corner pop-up events, wraparound services, the creation of a responsive services platform, and expanding staff and services at trusted neighborhood agencies. NCP will create an agile system that meets residents at their point of need and empowers residents within the neighborhood to resolve problems and meet community needs.

2. Issues Addressed

Despite decades of effort to alleviate chronic poverty, the city of Rochester continues to rank among the highest across the nation. Research has shown one major barrier is the inability to access available systems, resources and services by those most in need. The Neighborhood Collaborative Project (NCP) aims to address and reduce this inaccessibility.

3. Where Offered

The Neighborhood Collaborative Project (NCP) through its network of neighborhood anchor agencies and support services partners will create an agile, responsive system that empowers residents and builds capacity and capability within neighborhoods to resolve problems and meet community needs. At the center of NCP are three neighborhood community agencies in the city of Rochester's NE, NW, and SW quadrants: Father Tracy Advocacy Center, Cameron Community Ministries, and SWAN at Montgomery Neighborhood Center, respectively.

4. Subawardees

In addition to its fiscal agent, Community Resource Collaborative, the Neighborhood Collaborative Project (NCP) includes twelve (12) funded subawardees/subcontractors: the project lead consultant, C3 Consultancy Services, LLC; the project research/evaluator, On the Ground Research; the project founder and social services lead, MC Collaborative; the three neighborhood anchor agencies; SWAN at Montgomery Neighborhood Center (SW), Cameron Community Ministries (NW), and Father Tracy Advocacy Center (NE); three neighborhood partner agencies: Barakah Muslim Charity (SW), Lyell Avenue Business Association (NW) and The People's Pantry (NE); and three citywide support services partner agencies: Beyond the Sanctuary, Baden St. Settlement - George C. Simmons Counseling & Support Center and Action for A Better Community's Action Front Center.

5. Population Served

By the end of the project, we anticipate directly serving 5,200 residents across all three city quadrants (~1700-1800 residents per year). The majority (89%) of these residents are people of color (57% Black, 29% Latinx, 3% Asian). Further, 70% make less than \$35,000 annually while only 7% make more than \$75,000. Less than one-third are homeowners. Through our NCP neighborhood services platform, we expect to engage and serve all residents, from children to older adults, to people with disabilities, to refugees, to people active in substance abuse. It is the NCP's desire to go from engagement to more deeply engaged (utilizing neighborhood anchor services) with 10% of people reached in the first year to 15% of people reached in the 2nd and 3rd years to 20% of people reached in the 4th year.

6. Goals/Outcomes

Using the RE-AIM framework, a collective impact evaluation will be used to assess this project. Baseline data, indicators and expected outcomes will be co-created with the collaborative partners using a participatory research process during the planning period. A set of shared outcomes and a common agenda will be the result of this process. However, we do anticipate the following outcomes as part of this project:

Individual outcomes include:

Increased service connection; increased behavioral health service use; increased food security; increased job placement, increased economic opportunity.
Data Sources: primary data collection; agency data; census data; Bureau of Labor Statistics; US Department of Agriculture

Neighborhood outcomes include:

Expanding citizen participation and leadership base; strategic neighborhood agenda; more effective community organizations; and better use of resources by the community.

Data Sources: primary data collection; agency data

The empirically supported Collaboration Assessment Tool (Marek, Brock, & Salva, 2015) will be utilized to assess the collaborative effort for effectiveness.

Cross-agency collaboration outcomes include:

policy change, systems change, increased connectedness across agencies, strategic cross-neighborhood agenda.

Data on the five RE-AIM Dimensions will be collected and analyzed throughout the project.

Reach: the number and proportion of participants directly engaging with NCP activities

Effectiveness: the impact of NCP activities on the community and individuals

Adoption: The number and proportion of settings and staff involved in NCP activities, especially as activities expand

Implementation: How well the NCP activities were delivered as intended

Maintenance: Sustained activities and effectiveness of the NCP

Action Item Sheet

Action Table

Year	Qtr	#	%	Met	Indiv	Action / Deliverable / Measurement
2023	1	1	1.50	no	0	Action: PROJECT MGMT: Assess capacity and secure buy-in with three NCP Anchor Agency & NCP partner agencies Deliverable: Meet with Anchor Agency Leadership, obtain signed MOUs or sub-contractor agreements as required Measurement: Funded partners' consent to participation defined, understood and buy-in agreement reached
		2	0.25	yes	0	Action: PROJECT MGMT: NCP Planning & Progress Discussions Deliverable: NCP Project Team Meetings held regularly Measurement: NCP Project Team acknowledges, reviews, acts upon and is accountable for all NCP deliverables and expectations
		3	0.50	no	0	Action: FISCAL REPORTING: Timely execution of County's contractual/grant agreement requirement and documentation Deliverable: County's contract documentation completed, signed and executed as required; existing partner fiscal processes identified Measurement: Signed grant agreement and/or contract in place for each funded partner agency (sub-contractors)
		4	0.25	yes	71	Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks (NW, SW, NE) Deliverable: at least two (2) NCP neighborhood engagement walks conducted monthly Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; NCP areas defined as: NW - census tracts: 40, 41, 2, and 96.05; NE - census tracts: 50, 52, 7, 13, and 92; SW - census tracts: 27, 64, 65, and 66. Expected contact/reach 135 residents.
	2	1	3.00	yes	0	Action: ANCHOR AGENCIES: Identify capacity / workforce development needs within each NCP Anchor Agency and neighborhood area Deliverable: NCP Anchor Agencies' needs assessment completed Measurement: NCP Anchor Agency capacity building and workforce development planning needs identified (staffing, strategies, activities, etc)
			2	1.50	no	0
		3	1.50	yes	0	Action: SERVICES NETWORK: Connect, build and coordinate neighborhood Partner Agencies networks (NW, SW, NE) Deliverable: Regular check-in meetings between MC2, BTS and supporting partner agencies Measurement: Coordinated activity, program and/or services via NCP and its supporting partner agencies initiated; Expected programs include: benefits assistance, service access, transportation, food, housing, clothing, and meeting the social determinants of health. NCP partner agencies provide these services and programs on-site, in the canopy events, and during street outreach. We are building that capacity for each partner, as reflected in the increasing number of residents served each year.
			4	1.50	no	0
		5	0.75	no	0	Action: EVALUATION: Create NCP baseline data, indicators and expected outcomes Deliverable: NCP baseline data, indicators and expected outcomes identified Measurement: NCP baseline data, indicators and expected outcomes established and adopted
		6	0.25	yes	264	Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks (NW, SW, NE) Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly (NW, SW, NE) Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 135

				residents	
7	0.75	no	0	Action: NEIGHBORHOOD OUTREACH: Host Community Conversation re: NCP plans and progress Deliverable: Community conversation event hosted in each NCP area (NW, NE, SW) Measurement: NCP Community Conversation held in all three neighborhood areas (NW, SW, NE); expected contact/reach 75 residents	
8	0.75	yes	0	Action: FISCAL REPORTING: NCP's fiscal process defined and established; timely submission of fiscal reimbursement process documentation Deliverable: NCP's fiscal process adopted; reimbursement documentation completed by each funded partner agency Measurement: NCP expenditures accurately documented, submitted and fully reimbursed	
9	0.25	yes	0	Action: PROJECT MGMT: NCP Planning & Progress Discussions Deliverable: NCP Project Team Meetings held regularly Measurement: NCP Project Team acknowledges, reviews, acts upon and is accountable for all NCP deliverables and expectations	
3	1	0.25	yes	307	Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 135 residents
2	0.75	yes	96	Action: NEIGHBORHOOD OUTREACH: Host Canopy pop-up event in each NCP area Deliverable: Canopy Pop-up event held in each NCP area to address identified neighborhood needs and expectations; expected contact/reach 25-50 residents per NCP area Measurement: Canopy Pop-up events held in each NCP area to address identified neighborhood needs and expectations; expected 75 residents	
3	3.00	yes	29	Action: ANCHOR AGENCIES: Create Capacity Building and Workforce Development plan based on agency/neighborhood needs assessment Deliverable: NCP Anchor Agency WorkPlans developed - Capacity Building & Workforce Development Measurement: NCP Anchor Agency capacity building and workforce development activities initiated, staff hiring completed, strategies defined	
4	1.50	yes	138	Action: SERVICES NETWORK: Connect and coordinate resident wraparound support services referral/transition process Deliverable: Service delivery model developed and working in NCP areas Measurement: NCP clients/neighborhood residents are informed, supported, referred and/or transitioned as needed; expected to serve 5 residents	
5	1.50	yes	0	Action: SERVICES NETWORK: Connect, build and coordinate neighborhood Partner Agencies networks (NW, SW, NE) Deliverable: Regular check-in meetings between MC2, BTS and supporting partner agencies Measurement: Coordinated activity, program and/or services via NCP and its supporting partner agencies initiated;	
6	0.75	yes	0	Action: EVALUATION: Collect, measure and compare NCP data, indicators and expected outcomes Deliverable: NCP data, indicators and expected outcomes Measurement: NCP data, indicators and expected outcomes collected and shared	
7	0.50	yes	0	Action: FISCAL REPORTING: NCP's fiscal process followed; timely submission of fiscal reimbursement process documentation Deliverable: Reimbursement documentation completed by each funded partner agency Measurement: NCP expenditures accurately documented, submitted and fully reimbursed	
8	1.25	yes	0	Action: PROJECT MGMT: Continue working NCP Implementation Plan (phase 1-4) Deliverable: NCP Implementation Plan (phase 1-4) followed Measurement: NCP four phase plan of implementation documented (Prepare, Practice, Pilot, Proceed) - Year 1 PREPARE	
9	0.25	yes	0	Action: PROJECT MGMT: NCP Planning & Progress Discussions Deliverable: NCP Project Team Meetings held regularly Measurement: NCP Project Team acknowledges, reviews, acts upon and is accountable for all NCP deliverables and expectations	
4	1	0.25	yes	214	Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 135 residents
2	0.75	no	37	Action: NEIGHBORHOOD OUTREACH: Host Community Conversation re: NCP plans and progress Deliverable: Community conversation event hosted in each NCP area (NW, NE, SW) Measurement: NCP Community Conversation held in all three neighborhood areas (NW, SW, NE); expected contact/reach 75 residents	
3	1.50	yes	37	Action: ANCHOR AGENCIES: Continue working Anchor Agency's Capacity Building and Workforce Development plan Deliverable: NCP Anchor Agency Asset Building Plan implemented and monitored with fidelity; course correcting as needed Measurement: NCP Anchor Agency capacity building and workforce development activities completed as planned - Year 1	
4	0.75	yes	283	Action: SERVICES NETWORK: Connect and coordinate resident wraparound support services referral/transition process Deliverable: Service delivery model developed and working in NCP areas Measurement: NCP clients/neighborhood residents are informed, supported, referred and/or transitioned as needed; expected reach 5 residents	
5	0.75	yes	0	Action: SERVICES NETWORK: Connect, build and coordinate neighborhood Partner Agencies networks (NW, SW, NE) Deliverable: Regular check-in meetings between MC2, BTS and supporting partner agencies Measurement: Coordinated activity, program and/or services via NCP and its supporting partner agencies achieved in support of resident and neighborhood needs	

		6	0.75	yes	0	Action: EVALUATION: Collect, measure and compare NCP data, indicators and expected outcomes Deliverable: NCP data, indicators and expected outcomes Measurement: NCP data, indicators and expected outcomes collected and shared
		7	1.25	yes	0	Action: PROJECT MGMT: Continued working of NCP Implementation Plan (phase 1-4) Deliverable: NCP Implementation Plan (phase 1-4) followed Measurement: NCP four phase plan of implementation documented (Prepare, Practice, Pilot, Proceed) - Year 1 PREPARE
		8	0.25	yes	0	Action: PROJECT MGMT: NCP Planning & Progress Discussions Deliverable: NCP Project Team Meetings held regularly Measurement: NCP Project Team acknowledges, reviews, acts upon and is accountable for all NCP deliverables and expectations
		9	0.25	no	0	Action: FISCAL REPORTING: NCP's fiscal process followed; timely submission of fiscal reimbursement process documentation Deliverable: Reimbursement documentation completed by each funded partner agency Measurement: NCP expenditures accurately documented, submitted and fully reimbursed
2024	1	1	0.75			Action: PROJECT MGMT: Year 1 Review & Adjustments / Launch Year 2 PRACTICE Deliverable: NCP Implementation Plan (phase 1-4) reviewed and adjusted as needed Measurement: Year 1 NCP four phase plan of implementation documented - Year 2 PRACTICE implementation initiated
		2	1.50			Action: ANCHOR AGENCIES: Continue working Anchor Agency's Capacity Building and Workforce Development plan Deliverable: NCP Anchor Agency Asset Building Plan implemented and monitored with fidelity; course correcting as needed Measurement: NCP Anchor Agency capacity building and workforce development activities completed as planned - Yr 2
		3	0.25			Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 150 residents
		4	0.75			Action: NEIGHBORHOOD OUTREACH: Host Community Conversation re: NCP plans and progress Deliverable: Community conversation event hosted in each NCP area (NW, NE, SW) Measurement: NCP Community Conversation held in all three neighborhood areas (NW, SW, NE); expected contact/reach 75 residents
		5	1.50			Action: SERVICES NETWORK: Continue to connect and coordinate resident wraparound support services referral/transition process Deliverable: Service delivery model developed and working in NCP areas Measurement: NCP clients/neighborhood residents are informed of, supported by, referred and/or transitioned to programs & services as needed; expected to serve 10 residents
		6	1.25			Action: SERVICES NETWORK: Connect, build and coordinate neighborhood Partner Agencies networks (NW, SW, NE) Deliverable: Regular check-in meetings between MC2, BTS and supporting partner agencies Measurement: Coordinated activity, program and/or services via NCP and its supporting partner agencies achieved in support of resident and neighborhood needs
		7	0.75			Action: EVALUATION: Collect, measure and compare NCP data, indicators and expected outcomes Deliverable: NCP data, indicators and expected outcomes Measurement: NCP data, indicators and expected outcomes collected and shared
		8	0.50			Action: FISCAL REPORTING: NCP's fiscal process followed; timely submission of fiscal reimbursement process documentation Deliverable: Reimbursement documentation completed by each funded partner agency Measurement: NCP expenditures accurately documented, submitted and fully reimbursed
		9	0.25			Action: PROJECT MGMT: NCP Planning & Progress Discussions Deliverable: NCP Project Team Meetings held regularly Measurement: NCP Project Team acknowledges, reviews, acts upon and is accountable for all NCP deliverables and expectations
	2	1	0.50			Action: PROJECT MGMT: Continued working of NCP Implementation Plan Year 2 Deliverable: NCP Implementation Plan (phase 1-4) followed Measurement: NCP four phase plan of implementation documented (Prepare, Practice, Pilot, Proceed) - Year 2 PRACTICE
		2	1.50			Action: ANCHOR AGENCIES: Continue Asset Building plan within each Anchor Agency Deliverable: NCP Anchor Agency Asset Building Plan followed - Year 2 Measurement: NCP Anchor Agency capacity building and workforce development activities completed as planned - Yr 2
		3	0.75			Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 150 residents
		4	1.50			Action: SERVICES NETWORK: Continue to connect and coordinate resident wraparound support services referral/transition process Deliverable: Service delivery model developed and working in NCP areas Measurement: NCP clients/neighborhood residents are informed, supported, referred and/or transitioned as needed; expected contact/reach 10 residents
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	6	0.75		<p>Action: NEIGHBORHOOD OUTREACH: Host Community Conversation re: NCP plans and progress</p> <p>Deliverable: Community conversation event hosted in each NCP area (NW, NE, SW)</p> <p>Measurement: NCP Community Conversation held in all three neighborhood areas (NW, SW, NE); expected contact/reach 75 residents</p>
	7	0.75		<p>Action: EVALUATION: Collect, measure and compare NCP data, indicators and expected outcomes</p> <p>Deliverable: NCP data, indicators and expected outcomes</p> <p>Measurement: NCP data, indicators and expected outcomes collected and shared</p>
	8	0.25		<p>Action: PROJECT MGMT: NCP Planning & Progress Discussions</p> <p>Deliverable: NCP Project Team Meetings held regularly</p> <p>Measurement: NCP Project Team acknowledges, reviews, acts upon and is accountable for all NCP deliverables and expectations</p>
	9	0.25		<p>Action: FISCAL REPORTING: Timely submission of fiscal reimbursement process documentation</p> <p>Deliverable: Reimbursement documentation completed by each funded partner agency</p> <p>Measurement: NCP expenditures accurately documented and fully reimbursed</p>
	10	0.75		<p>Action: NEIGHBORHOOD OUTREACH: Plan Canopy Pop-up event for each NCP area</p> <p>Deliverable: Canopy Pop-up events held within each NCP area</p> <p>Measurement: Canopy Pop-up event held in each NCP area to address identified neighborhood needs and expectations; expected contact/reach 75 residents per NCP area</p>
3	1	0.50		<p>Action: PROJECT MGMT: Continued working of NCP Implementation Plan Year 2</p> <p>Deliverable: NCP Implementation Plan (phase 1-4) followed</p> <p>Measurement: NCP four phase plan of implementation documented (Prepare, Practice, Pilot, Proceed) - Year 2 PRACTICE</p>
	2	1.50		<p>Action: ANCHOR AGENCIES: Continue working Anchor Agency's Capacity Building and Workforce Development plan</p> <p>Deliverable: NCP Anchor Agency Asset Building Plan implemented and monitored with fidelity; course correcting as needed</p> <p>Measurement: NCP Anchor Agency capacity building and workforce development activities completed as planned - Year 2</p>
	3	0.75		<p>Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks</p> <p>Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly</p> <p>Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 140 residents</p>
	4	1.25		<p>Action: SERVICES NETWORK: Connect, build and coordinate neighborhood Partner Agencies networks (NW, SW, NE)</p> <p>Deliverable: Regular check-in meetings between MC2, BTS and supporting partner agencies</p> <p>Measurement: Coordinated activity, program and/or services via NCP and its supporting partner agencies achieved in support of resident and neighborhood needs</p>
	5	1.50		<p>Action: SERVICES NETWORK: Continue to connect and coordinate resident wraparound support services referral/transition process</p> <p>Deliverable: Service delivery model developed and working in NCP areas</p> <p>Measurement: NCP clients/neighborhood residents are informed, supported, referred and/or transitioned as needed; expected contact/reach 10 residents</p>
	6	0.75		<p>Action: NEIGHBORHOOD OUTREACH: Host Community Conversation re: NCP plans and progress</p> <p>Deliverable: Community conversation event hosted in each NCP area (NW, NE, SW)</p> <p>Measurement: NCP Community Conversation held in all three neighborhood areas (NW, SW, NE); expected contact/reach 75 residents</p>
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4	1	0.25		<p>Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks</p> <p>Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly</p> <p>Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 150 residents</p>
	2	0.75		<p>Action: NEIGHBORHOOD OUTREACH: Host Community Conversation re: NCP plans and progress</p> <p>Deliverable: Community conversation event hosted in each NCP area (NW, NE, SW)</p> <p>Measurement: NCP Community Conversation held in all three neighborhood areas (NW, SW, NE); EXPECTED contact/reach 75 residents</p>
	3	1.50		<p>Action: SERVICES NETWORK: Connect, build and coordinate neighborhood Partner Agencies networks (NW, SW, NE)</p> <p>Deliverable: Regular check-in meetings between MC2, BTS and supporting partner agencies</p> <p>Measurement: Coordinated activity, program and/or services via NCP and its supporting partner agencies achieved in support of resident and neighborhood needs</p>

		4	1.25		<p>Action: SERVICES NETWORK: Continue to connect and coordinate resident wraparound support services referral/transition process</p> <p>Deliverable: Service delivery model developed and working in NCP areas</p> <p>Measurement: NCP clients/neighborhood residents are informed, supported, referred and/or transitioned as needed; expected contact/reach 10 residents</p>
		5	1.50		<p>Action: ANCHOR AGENCIES: Continue working Anchor Agency's Capacity Building and Workforce Development plan</p> <p>Deliverable: NCP Anchor Agency Asset Building Plan implemented and monitored with fidelity; course correcting as needed</p> <p>Measurement: NCP Anchor Agency capacity building and workforce development activities completed as planned - Year 2</p>
		6	0.75		<p>Action: EVALUATION: Collect, measure and compare NCP data, indicators and expected outcomes</p> <p>Deliverable: NCP data, indicators and expected outcomes</p> <p>Measurement: NCP data, indicators and expected outcomes collected and shared</p>
		7	0.50		<p>Action: PROJECT MGMT: Continued working of NCP Implementation Plan Year 2</p> <p>Deliverable: NCP Implementation Plan (phase 1-4) followed</p> <p>Measurement: NCP four phase plan of implementation documented (Prepare, Practice, Pilot, Proceed) - Year 2 PRACTICE</p>
		8	0.25		<p>Action: PROJECT MGMT: NCP Planning & Progress Discussions</p> <p>Deliverable: NCP Project Team Meetings held regularly</p> <p>Measurement: NCP Project Team acknowledges, reviews, acts upon and is accountable for all NCP deliverables and expectations</p>
		9	0.25		<p>Action: FISCAL REPORTING: NCP's fiscal process followed; timely submission of fiscal reimbursement process documentation</p> <p>Deliverable: Reimbursement documentation completed by each funded partner agency</p> <p>Measurement: NCP expenditures accurately documented, submitted and fully reimbursed</p>
2025	1	1	0.25		<p>Action: PROJECT MGMT: Year 2 Review & Adjustments / Launch Year 3 PILOT</p> <p>Deliverable: NCP Implementation Plan (phase 1-4) reviewed and adjusted as needed</p> <p>Measurement: Year 2 NCP four phase plan of implementation documented - Year 3 PILOT implementation initiated</p>
		2	1.00		<p>Action: ANCHOR AGENCIES: Continue working Anchor Agency's Capacity Building and Workforce Development plan</p> <p>Deliverable: NCP Anchor Agency Asset Building Plan implemented and monitored with fidelity; course correcting as needed</p> <p>Measurement: NCP Anchor Agency capacity building and workforce development activities completed as planned - Year 3</p>
		3	0.25		<p>Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks (NW, SW, NE)</p> <p>Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly (NW, SW, NE)</p> <p>Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 180 residents</p>
		4	0.75		<p>Action: NEIGHBORHOOD OUTREACH: Host Community Conversation re: NCP plans and progress - Year 2 Review</p> <p>Deliverable: Community conversation event hosted in each NCP area (NW, NE, SW)</p> <p>Measurement: NCP Community Conversation held in all three neighborhood areas (NW, SW, NE); expected contact/reach 80 residents</p>
		5	0.75		<p>Action: SERVICES NETWORK: Continue to connect and coordinate resident wraparound support services referral/transition process</p> <p>Deliverable: Service delivery model developed and working in NCP areas</p> <p>Measurement: NCP clients/neighborhood residents are informed, supported, referred and/or transitioned as needed; expected contact/reach 60 residents</p>
		6	0.25		<p>Action: SERVICES NETWORK: Connect, build and coordinate neighborhood Partner Agencies networks (NW, SW, NE)</p> <p>Deliverable: Regular check-in meetings between MC2, BTS and supporting partner agencies</p> <p>Measurement: Coordinated activity, program and/or services via NCP and its supporting partner agencies achieved in support of resident and neighborhood needs</p>
		7	0.25		<p>Action: EVALUATION: Collect, measure and compare NCP data, indicators and expected outcomes</p> <p>Deliverable: NCP data, indicators and expected outcomes</p> <p>Measurement: NCP data, indicators and expected outcomes collected and shared</p>
		8	0.25		<p>Action: FISCAL REPORTING: NCP's fiscal process followed; timely submission of fiscal reimbursement process documentation</p> <p>Deliverable: Reimbursement documentation completed by each funded partner agency</p> <p>Measurement: NCP expenditures accurately documented, submitted and fully reimbursed</p>
		9	0.25		<p>Action: PROJECT MGMT: NCP Planning & Progress Discussions</p> <p>Deliverable: NCP Project Team Meetings held regularly</p> <p>Measurement: NCP Project Team acknowledges, reviews, acts upon and is accountable for all NCP deliverables and expectations</p>
	2	1	0.25		<p>Action: PROJECT MGMT: Continued working of NCP Implementation Plan Year 3</p> <p>Deliverable: NCP Implementation Plan (phase 1-4) followed</p> <p>Measurement: NCP four phase plan of implementation documented (Prepare, Practice, Pilot, Proceed) - Year 3 PILOT</p>
		2	1.00		<p>Action: ANCHOR AGENCIES: Continue working Anchor Agency's Capacity Building and Workforce Development plan</p> <p>Deliverable: NCP Anchor Agency Asset Building Plan implemented and monitored with fidelity; course correcting as needed</p> <p>Measurement: NCP Anchor Agency capacity building and workforce development activities completed as planned - Year 3</p>
		3	0.75		<p>Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks (NW, SW, NE)</p> <p>Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly (NW, SW, NE)</p> <p>Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 180 residents</p>

4	0.75		<p>Action: SERVICES NETWORK: Continue to connect and coordinate resident wraparound support services referral/transition process</p> <p>Deliverable: Service delivery model developed and working in NCP areas</p> <p>Measurement: NCP clients/neighborhood residents are informed, supported, referred and/or transitioned as needed; expected contact/reach 60 residents</p>
5	0.25		<p>Action: SERVICES NETWORK: Connect, build and coordinate neighborhood Partner Agencies networks (NW, SW, NE)</p> <p>Deliverable: Regular check-in meetings between MC2, BTS and supporting partner agencies</p> <p>Measurement: Coordinated activity, program and/or services via NCP and its supporting partner agencies achieved in support of resident and neighborhood needs</p>
6	0.75		<p>Action: NEIGHBORHOOD OUTREACH: Host Community Conversation re: NCP plans and progress</p> <p>Deliverable: Community conversation event hosted in each NCP area (NW, NE, SW)</p> <p>Measurement: NCP Community Conversation held in all three neighborhood areas (NW, SW, NE); expected contact/reach 80 residents</p>
7	0.25		<p>Action: EVALUATION: Collect, measure and compare NCP data, indicators and expected outcomes</p> <p>Deliverable: NCP data, indicators and expected outcomes</p> <p>Measurement: NCP data, indicators and expected outcomes collected and shared</p>
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10	0.75		<p>Action: NEIGHBORHOOD OUTREACH: Host Canopy pop-up event in each NCP area</p> <p>Deliverable: Canopy Pop-up events held within each NCP area</p> <p>Measurement: Canopy Pop-up events held in each NCP area to address identified neighborhood needs and expectations; expected 150 residents</p>
3	1	0.25	<p>Action: PROJECT MGMT: Continued working of NCP Implementation Plan Year 3</p> <p>Deliverable: NCP Implementation Plan (phase 1-4) followed</p> <p>Measurement: NCP four phase plan of implementation documented (Prepare, Practice, Pilot, Proceed) - Year 3 PILOT</p>
	2	1.00	<p>Action: ANCHOR AGENCIES: Continue working Anchor Agency's Capacity Building and Workforce Development plan</p> <p>Deliverable: NCP Anchor Agency Asset Building Plan implemented and monitored with fidelity; course correcting as needed</p> <p>Measurement: NCP Anchor Agency capacity building and workforce development activities completed as planned - Year 3</p>
	3	0.75	<p>Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks (NW, SW, NE)</p> <p>Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly (NW, SW, NE)</p> <p>Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 180 residents</p>
	4	0.25	<p>Action: SERVICES NETWORK: Connect, build and coordinate neighborhood Partner Agencies networks (NW, SW, NE)</p> <p>Deliverable: Regular check-in meetings between MC2, BTS and supporting partner agencies</p> <p>Measurement: Coordinated activity, program and/or services via NCP and its supporting partner agencies achieved in support of resident and neighborhood needs</p>
	5	0.75	<p>Action: SERVICES NETWORK: Continue to connect and coordinate resident wraparound support services referral/transition process</p> <p>Deliverable: Service delivery model developed and working in NCP areas</p> <p>Measurement: NCP clients/neighborhood residents are informed, supported, referred and/or transitioned as needed; expected contact/reach 60 residents</p>
	6	0.75	<p>Action: NEIGHBORHOOD OUTREACH: Host Community Conversation re: NCP plans and progress</p> <p>Deliverable: Community conversation event hosted in each NCP area (NW, NE, SW)</p> <p>Measurement: NCP Community Conversation held in all three neighborhood areas (NW, SW, NE); expected contact/reach 80 residents</p>
	7	0.50	<p>Action: EVALUATION: Collect, measure and compare NCP data, indicators and expected outcomes</p> <p>Deliverable: NCP data, indicators and expected outcomes</p> <p>Measurement: NCP data, indicators and expected outcomes collected and shared</p>
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	9	0.25	<p>Action: FISCAL REPORTING: NCP's fiscal process followed; timely submission of fiscal reimbursement process documentation</p> <p>Deliverable: Reimbursement documentation completed by each funded partner agency</p> <p>Measurement: NCP expenditures accurately documented, submitted and fully reimbursed</p>
	10	0.75	<p>Action: NEIGHBORHOOD OUTREACH: Host Canopy pop-up event in each NCP area</p> <p>Deliverable: Canopy Pop-up events held within each NCP area</p> <p>Measurement: Canopy Pop-up events held in each NCP area to address identified neighborhood needs and expectations; expected contact/reach 150 residents</p>
4	1	0.75	<p>Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks (NW, SW, NE)</p> <p>Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly (NW, SW, NE)</p>

				<p>Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 180 residents</p>
	2	0.75		<p>Action: NEIGHBORHOOD OUTREACH: Host Community Conversation re: NCP plans and progress Deliverable: Community conversation event hosted in each NCP area (NW, NE, SW) Measurement: NCP Community Conversation held in all three neighborhood areas (NW, SW, NE); expected contact/reach 80 residents</p>
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	7	0.50		<p>Action: PROJECT MGMT: Continued working of NCP Implementation Plan (phase 1-4) Deliverable: NCP Implementation Plan (phase 1-4) followed Measurement: NCP four phase plan of implementation documented (Prepare, Practice, Pilot, Proceed) - Year 3 PILOT</p>
	8	0.25		<p>Action: PROJECT MGMT: NCP Planning & Progress Discussions Deliverable: NCP Project Team Meetings held regularly Measurement: NCP Project Team acknowledges, reviews, acts upon and is accountable for all NCP deliverables and expectations</p>
	9	0.25		<p>Action: FISCAL REPORTING: NCP's fiscal process followed; timely submission of fiscal reimbursement process documentation Deliverable: Reimbursement documentation completed by each funded partner agency Measurement: NCP expenditures accurately documented, submitted and fully reimbursed</p>
2026	1	1	0.75	<p>Action: PROJECT MGMT: Year 3 Review & Adjustments / Launch Year 4 PROCEED Deliverable: NCP Implementation Plan (phase 1-4) reviewed and adjusted as needed Measurement: Year 3 NCP four phase plan of implementation documented - Year 4 PROCEED implementation initiated</p>
	2	1.00		<p>Action: ANCHOR AGENCIES: Continue working Anchor Agency's Capacity Building and Workforce Development plan Deliverable: NCP Anchor Agency Asset Building Plan implemented and monitored with fidelity; course correcting as needed Measurement: NCP Anchor Agency capacity building and workforce development activities completed as planned - Year 4</p>
	3	0.25		<p>Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks (NW, SW, NE) Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly (NW, SW, NE) Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 210 residents</p>
	4	0.75		<p>Action: NEIGHBORHOOD OUTREACH: Host Community Conversation re: NCP plans and progress - Year 3 Review Deliverable: Community conversation event hosted in each NCP area (NW, NE, SW) Measurement: NCP Community Conversation held in all three neighborhood areas (NW, SW, NE); expected contact/reach 80 residents</p>
	5	0.75		<p>Action: SERVICES NETWORK: Continue to connect and coordinate resident wraparound support services referral/transition process Deliverable: Service delivery model developed and working in NCP areas Measurement: NCP clients/neighborhood residents are informed, supported, referred and/or transitioned as needed; expected contact/reach 75 residents</p>
	6	0.25		<p>Action: SERVICES NETWORK: Connect, build and coordinate neighborhood Partner Agencies networks (NW, SW, NE) Deliverable: Regular check-in meetings between MC2, BTS and supporting partner agencies Measurement: Coordinated activity, program and/or services via NCP and its supporting partner agencies achieved in support of resident and neighborhood needs</p>
	7	0.25		<p>Action: EVALUATION: Collect, measure and compare NCP data, indicators and expected outcomes Deliverable: NCP data, indicators and expected outcomes Measurement: NCP data, indicators and expected outcomes collected and shared</p>
	8	0.25		<p>Action: FISCAL REPORTING: NCP's fiscal process followed; timely submission of fiscal reimbursement process documentation; including year-end close-out Deliverable: Reimbursement documentation completed by each funded partner agency Measurement: NCP expenditures accurately documented, submitted and fully reimbursed</p>
	9	0.25		<p>Action: PROJECT MGMT: NCP Planning & Progress Discussions Deliverable: NCP Project Team Meetings held regularly Measurement: NCP Project Team acknowledges, reviews, acts upon and is accountable for all NCP deliverables and expectations</p>
2	1	0.25		<p>Action: PROJECT MGMT: Continued working of NCP Implementation Plan Year 4</p>

				Deliverable: NCP Implementation Plan (phase 1-4) followed Measurement: NCP four phase plan of implementation documented (Prepare, Practice, Pilot, Proceed) - Year 4 PROCEED
2	1.00			Action: ANCHOR AGENCIES: Continue working Anchor Agency's Capacity Building and Workforce Development plan Deliverable: NCP Anchor Agency Asset Building Plan implemented and monitored with fidelity; course correcting as needed Measurement: NCP Anchor Agency capacity building and workforce development activities completed as planned - Year 4
3	0.75			Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks (NW, SW, NE) Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly (NW, SW, NE) Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 210 residents
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7	0.25			Action: EVALUATION: Collect, measure and compare NCP data, indicators and expected outcomes Deliverable: NCP data, indicators and expected outcomes Measurement: NCP data, indicators and expected outcomes collected and shared
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10	0.75			Action: NEIGHBORHOOD OUTREACH: Host Canopy pop-up event in each NCP area Deliverable: Canopy Pop-up events held within each NCP area Measurement: Canopy Pop-up events held in each NCP area to address identified neighborhood needs and expectations; expected reach 185 residents
3	1	0.25		Action: PROJECT MGMT: Continued working of NCP Implementation Plan Year 4 Deliverable: NCP Implementation Plan (phase 1-4) followed Measurement: NCP four phase plan of implementation documented (Prepare, Practice, Pilot, Proceed) - Year 4 PROCEED
	2	1.00		Action: ANCHOR AGENCIES: Continue working Anchor Agency's Capacity Building and Workforce Development plan Deliverable: NCP Anchor Agency capacity building and workforce development activities completed as planned - Year 4 Measurement: NCP Anchor Agency capacity building and workforce development activities completed as planned - Year 4
	3	0.75		Action: NEIGHBORHOOD OUTREACH: Continue NCP neighborhood engagement walks (NW, SW, NE) Deliverable: At least two (2) NCP neighborhood engagement walks conducted monthly (NW, SW, NE) Measurement: Residents' needs identified and addressed; referrals/transitions completed, feedback received via NCP neighborhood engagement walks completed each month in NW, SW and NE NCP areas; expected contact/reach 210 residents
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	8	0.25		Action: PROJECT MGMT: NCP Planning & Progress Discussions Deliverable: NCP Project Team Meetings held regularly Measurement: NCP Project Team acknowledges, reviews, acts upon and is accountable for all NCP deliverables and

			expectations
9	0.25		Action: FISCAL REPORTING: NCP's fiscal process followed; timely submission of fiscal reimbursement process documentation Deliverable: Reimbursement documentation completed by each funded partner agency Measurement: NCP expenditures accurately documented, submitted and fully reimbursed
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	6	0.25	Action: EVALUATION: Collect, measure and compare NCP data, indicators and expected outcomes Deliverable: NCP data, indicators and expected outcomes Measurement: NCP data, indicators and expected outcomes collected and shared
	7	0.50	Action: PROJECT MGMT: Continued working of NCP Implementation Plan (phase 1-4) Deliverable: NCP Implementation Plan (phase 1-4) followed Measurement: NCP four phase plan of implementation documented (Prepare, Practice, Pilot, Proceed) - Year 4 PROCEED
	8	0.25	Action: PROJECT MGMT: NCP Planning & Progress Discussions Deliverable: NCP Project Team Meetings held regularly Measurement: NCP Project Team acknowledges, reviews, acts upon and is accountable for all NCP deliverables and expectations
	9	0.75	Action: FISCAL REPORTING: Complete Grant Award Close-out Requirements & Reporting Deliverable: Reimbursement and year-end close out documentation completed by each funded partner agency Measurement: NCP expenditures accurately documented, submitted and fully reimbursed

Budget

1. **Budget** [NCP Budget - COMPLETE for Monroe County ARPA.pdf](#), [NCP Budget - Monroe County ARPA Survey.xlsx](#), [BUDGET NARRATIVE & NOTES - ARPA SURVEY SUBMISSION.pdf](#)

A Complex Care Management
Agency



Education

2015 Master in Social Work, *The Greater Rochester Collaborative (State University of New York College at Brockport and Nazareth College)*. Rochester, NY

Diane Dwyer Distinguished Leadership/Service Award recipient

1995 BA, Peace & Global Studies, *Earlham College*, Richmond, IN

Experience

2013 to Present- Co-Founder *MC Collaborative*. MC Collaborative is a community-based organization in Rochester, NY focused on assisting people facing the myriad issues brought on by poverty, homelessness, addiction, mental health, and physical health issues. MC Collaborative is funded by Medicaid through the NYS Department of Health, as well as grants through emergency shelters, the county, and Medicaid Redesign funds. My functions fall into the operational and administrative aspects of the organization. Also;

- Founding member of the *Library Resource Outreach Center (LROC)*. LROC is a barrier-free social work service based in the public library system of Rochester, NY.
- Founding member of *Rochesterians Engaging in Advocacy for the Chronically Homeless (REACH)*. REACH has run eight barrier-free temporary winter homeless shelters with great success. This work has led to the development of a collaborative shelter network called *Project HAVEN*. REACH also does a great deal of advocacy on a local, county, and state level. As well as developing a Tiny Home Community.
- Founding member of *The Neighborhood Collaborative Project*. Developed a service platform based on neighborhood anchor agencies in the "crescent" of Rochester, NY to rebuild the capacity and agency of the community.

*Before founding MC Collaborative- 6 years of experience divided between an acute inpatient psychiatric unit and adult mental health case management.

BUDGET NARRATIVE & NOTES

Neighborhood Collaborative Project (fiscal sponsor: Community Resource Collaborative)

"In response to the County's announcement to fund workable solutions that support a long-term, collaborative recovery plan; the Neighborhood Collaborative Project (NCP) invites the County to consider its current day-to-day collaborations in/among three neighborhood areas within the city of Rochester's Southwest, Northeast and Northwest quadrants. The proposal envisions four years of responsive and continuous planning, building, implementation, and reflection using deliberate and thoughtful investment, guided by capable, competent, committed individuals doing the work to build back better.

Through NCP, this proposal and budget will ""Building Back Better"" through cultural understanding and respect, civic responsibility and caring concern utilizing existing neighborhood assets (Anchor Agencies & Support Services Partners) to provide critical services and supports to those who are in need, ignored, underserved, and/or neglected right where they are; increase the capacity and capability of day-to-day operations within each Anchor Agency, build and improve neighbor/neighborhood relations and engagement in each of the three city quadrants, and most importantly, help to establish and maintain healthy, supported, informed and thriving households across our community.

NCP is a collective impact initiative, comprised of multiple organizations working together within and on behalf of these three neighborhood areas. The project budget summary is comprised of each organization's total budget requests. A detailed budget for each organization is provided as well. As requested, this budget covers Years 1-4 and includes a projected 3% increase for non-personnel costs and a 5% increase for personnel costs to account for inflation and cost of living increases.

Community Resource Collaborative, Inc. serves as NCP's fiscal sponsor and as such a 5% administrative fee has been added to the overall project budget.

Anchor Agency budgets are designed to build the capacity of the anchor organizations to meet the needs of the neighborhood and work collaboratively with each other. This budget is the model for each of the three Anchor Agencies which are SWAN at Montgomery in the Southwest, Cameron Community Ministries in the Northwest, and Father Tracy Advocacy Center in the Northeast. Salary allocations in the Anchor Agency budget include a base salary + 25% for benefits/payroll overhead. Staffing methods for these positions include direct new hire, funding an existing FTE or procuring an external contractor/coordinator/consultant.

The budget for NCP's two citywide and three neighborhood Support Services Partners is administrative general use allocation to be used at their discretionary in support of their NCP participation.

MC Collaborative (MC2) budget allocation provides citywide crisis and case management services across the Project, coordination liaison to the on-site social workers at each Anchor Agency and co-facilitates the NCP oversight committee.

On The Ground Research's (OTG) budget allocation provides the citywide, local researcher, provides ongoing data collection and analysis to understand the transformative impact across the Project, manages NCP's communication strategy, including community quarterly reports, social media presence, etc. and co-facilitates the NCP oversight committee.

Beyond the Sanctuary's (BTS) budget allocation provides wraparound support services for NCP clients across neighborhood areas that include, but are not limited to, its workforce readiness and DMV driving programs, clothes closet and LPN vocational program. BTS will also refer clients to NCP from its Wednesday food distribution program and co-facilitates the NCP oversight committee.

C3 Consultancy Services' budget allocation provides the citywide project lead and process facilitator, interface to the Project's fiscal sponsor and grants program officer, oversee the planning period, conducts asset-mapping, develops cross-agency training for NCP workers and neighborhood ambassadors, coordinate corner canopy events and co-facilitates the NCP oversight committee.



RESOURCES TO HELP YOUR BUSINESS GROW!

As a policyholder through USLI or Devon Park Specialty, you have access to many free and discounted services through the Business Resource Center that will assist you in operating, growing and protecting your business. Consider the following services and associated cost savings when deciding where to place your insurance!

HUMAN RESOURCES



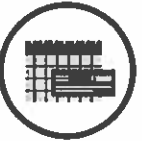
- » Free human resources consultation hotline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Resources for recruiting and training as well as termination and administration

PRE-EMPLOYMENT AND TENANT SCREENINGS



- » Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- » Best practices for performing a background check
- » Discounted tenant and drug screenings and motor vehicle reports (MVRs)

PAYROLL AND TAXES



- » Discounted payroll processing and tax services tailored for either a small or large business

CYBER RISK



- » Materials about securing personal and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan

MARKETING

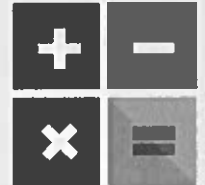


- » Suggested free and paid services, including email campaigns, photo editing, file management and more, for web marketing for your business
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted promotional items, giveaways and signage

SAFETY



- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol and food server safety training for your staff and servers
- » Discounted CPR and first aid training
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse, and more



Try our cost-savings calculator to see how much you could save!



24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

For claim reporting, call toll free 1-888-875-5231 or visit USLI.COM and select the “report a claim” option.

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.



USLI.COM
888-523-5545



Note About Loss Control

Dear Valued Policyholder,

Slips, trips and falls are among the most frequent causes of loss. What might surprise you is that, many times, they result in claims and judgments in the hundreds of thousands of dollars, which ultimately impact your insurance premium. In most instances, these claims can be lessened or prevented entirely simply by addressing the most common causes of such losses listed below.

Most Common Causes

- ▶ Spills, wet or icy walking surfaces
- ▶ Uneven or worn floors/carpets/steps/sidewalks
- ▶ Inadequate or poorly maintained lighting
- ▶ Obstructed views
- ▶ Poor housekeeping - Excess clutter/trash in walkways or near open flames or hot surfaces

We encourage you to please take the time to periodically inspect your premises to see if any of these conditions exist and work to eliminate them where possible. Your efforts may save you money on future insurance premiums and, quite possibly, save your business.

Thank you for choosing and trusting us to help protect your business!

*"An ounce of prevention is worth a pound of cure."
-Benjamin Franklin*

Regards,

A handwritten signature in black ink that reads 'Thomas P. Nerney'. The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Thomas P. Nerney
Chairman, President and CEO

Will You Be Prepared When a Privacy Breach Occurs?



Every year, thousands of breaches are reported, exposing millions of people's personal information. The eRiskHub® portal, powered by NetDiligence®, is an effective way to combat privacy breaches and other types of cyber losses.

With your USLI policy, you will receive instructions on how to access and begin using the eRiskHub® portal, a benefit that is valued in excess of \$1,200 a year!

eRiskHub® is the one-stop shop you need to become educated about and prepared for a privacy breach. This free service is available to USLI policyholders.

Using proprietary tools anchored in proven risk management principals, NetDiligence® provides a full range of enterprise-level information security, e-risk insurability and regulatory compliance assessment and testing services. NetDiligence® supports and is endorsed by some of the world's largest network liability insurance underwriters.

How to start using this free offering:

- ▶ Go to eriskhub.com/usli
- ▶ Click "Register Now" to set up a free account
- ▶ Create your own username and password; your access code is **08451**

Key Features of the eRiskHub® Portal

-  **Data Breach Calculators** – Learn how to estimate the cost of a breach, notification costs and business interruption
-  **Learning Center** – Best practices articles, white papers and webinars from leading technical and legal experts. Highlighted topics include PCI compliance and social engineering
-  **Security Training** – Watch videos for best practices in security and privacy awareness or download a training guide
-  **Risk Manager Tools** – Assist you in managing your cyber risk, including a self-assessment, a sample website privacy policy and a tool for HIPAA compliance
-  **Ransomware Resources** – A directory to quickly find external resources with expertise in pre- and post-breach disciplines
-  **Consultation** – Breach Coach, HIPAA Coach and Security Coach available to assist you

NEW

Renewal of Number

Mount Vernon Fire Insurance Company
1190 Devon Park Drive, Wayne, Pennsylvania 19087
A Member Company of United States Liability Insurance Group

Direct Bill Policy

POLICY DECLARATIONS

No. **NBP2555571**

NAMED INSURED AND ADDRESS:

COMMUNITY RESOURCE COLLABORATIVE INC
100 COLLEGE AVE
STE 130
ROCHESTER, NY 14607

POLICY PERIOD: (MO. DAY YR.) From: 06/21/2022 To: 06/21/2023

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Non-Profit Directors and Officers

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

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

	PREMIUM
Businessowners Liability Coverage Part	\$485.00
Businessowners Property Coverage Part	\$50.00
Management Liability Coverage Part	\$843.00
NY Fire Fee	\$0.63
TOTAL:	\$1,378.63

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/95)

Agent: **AMWINS BROKERAGE NEW YORK, INC. (SYRACUSE) (4797)**
200 Elwood Davis Road, Suite 200
Liverpool, NY 13088

Issued: 06/24/2022 10:49 AM

Broker: Gerard P Smith Agency Inc
4 E Main Street
Webster, NY 14580

By: 
Authorized Representative

UPD (08-07) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. NBP2555571

Effective Date: 06/21/2022

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to multiple coverage parts

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
BP 133 NY	08/20	New York Changes
BP0003	01/10	Businessowners Coverage Form
BP0417	01/10	Employment-Related Practices Exclusion
BP0524	01/15	Exclusion Of Certified Acts Of Terrorism
BP0604	03/08	New York - Exclusion Of Loss Due To Virus Or Bacteria
BP-107	04/08	Actual Cash Value Definition
BP-108 NY	06/08	Absolute Pollution Exclusion - Property And Liability
BP-11	05/04	Exclusion - Fiduciary Liability And Financial Services
BP-110 NY	06/08	Absolute Lead Exclusion
BP-111 NY	06/08	Lead Contamination Exclusion
BP-112 NY	10/11	Absolute Silica Exclusion
BP-113 NY	06/08	Absolute Asbestos Exclusion
BP-114 NY	04/08	Asbestos Material Exclusion
BP-115	07/08	Protective Devices Or Services Provisions
BP-15	07/04	Business Income And Extra Expense Limit
BP1505	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included
BP-152	01/13	Separation of Insureds Clarification Endorsement
BP-165	05/18	Exclusion - Specific Activities, Events or Conditions or Over 2,500 People
BP-168	11/11	Exclusion - Injury To Performers Or Entertainers
BP-179 NBP	12/17	Amendment of Liquor Liability Exclusion
BP-18	06/01	Hired Auto and Non-Owned Auto Liability - New York
BP-40	03/11	Molestation Or Abuse Exclusion
BP-514	02/22	Cyber Incident Exclusion - New York
BP-58 NY	07/12	Animal Exclusion
BP-59	02/13	Exclusion - Athletic Activity Or Sport Participants
BP-60	05/07	Exclusion For Bleacher Collapse
BP-65	05/07	Exclusion For Mechanical Rides
BP-88	04/06	Expanded Definition Of Bodily Injury
BP-90NY	05/09	Who Is An Insured Clarification Endorsement
BP-95	05/07	Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP-96	05/07	Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
BP-97	05/07	Exclusion For Event Vendor/Exhibitor & Contractor
DO-100 NY	03/15	Coverage Part A. Non Profit Directors And Officers Liability
DO-101 NY	01/13	Coverage Part B. Employment Practices Liability
DO-283 NY	01/14	Data & Security+ Endorsement

EXTENSION OF DECLARATIONS

Policy No. **NBP255571**

Effective Date: **06/21/2022**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

DO-290 NY	03/13	Fair Labor Standards Act Sub-Limit Endorsement
DO-NY DN	06/12	New York Disclosure Notice
JACKET NY MTV	12/19	Policy Jacket - Mount Vernon
SNPP	04/08	Specialty Non Profit Package Application
TRIADN NY	12/20	Policyholder Disclosure Notice of Terrorism Insurance Coverage
USL DOJ NY	10/12	Non-Profit Professional Liability Policy Common Policy Conditions

BUSINESSOWNERS PROPERTY COVERAGE PART DECLARATIONS

Policy No. NBP2555571

Effective Date: 06/21/2022
12:01 STANDARD TIME

DESCRIPTION OF PREMISES

<i>Prem</i>	<i>Bldg</i>	<i>Location, Construction, Occupancy and Other Information</i>	<i>Territory</i>	<i>Fire Code</i>
1	1	100 College Ave, Ste 130, Rochester, NY 14607	006	0702
		Description: Non-Profit Directors and Officers		
		Covered Causes of Loss: Special	Protection Class	5
		Construction: Frame	Square Footage:	1000
		Special Deductible: None	Special Deductible Type:	

COVERAGES PROVIDED - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

<i>Prem</i>	<i>Bldg</i>	<i>Coverage</i>	<i>Limits of Insurance</i>	<i>Deductible</i>	<i>Coinsurance % or Monthly Indemnity</i>	<i>+ Valuation</i>	<i>Premium</i>
1	1	Business Income and Extra Expense	\$50,000	\$0			Included
1	1	Business Personal Property	\$5,000	\$1,000		RC	Included
MINIMUM PREMIUM FOR PROPERTY COVERAGE PART:							\$50
TOTAL PREMIUM FOR PROPERTY COVERAGE PART:							\$50 MP
MP - minimum premium							
+ Valuation: ACV - Actual Cash Value; RC - Replacement Cost; RC/ACV - Replacement Cost/ACV Roof FBV - Functional Building Value; AA - Agreed Amount; ALS - Actual Loss Sustained							

LOSS PAYABLE(S): NONE

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

See Endorsement EOD (01/95)

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

BUSINESSOWNERS GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. NBP2555571

Effective Date: 06/21/2022
12:01 STANDARD TIME

LIMITS OF INSURANCE

Liability and Medical Expenses	\$1,000,000
Medical Expense (per person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Hired and Non-owned Auto Each Occurrence	Included
Hired and Non-owned Auto Aggregate	Included

An Aggregate Limit of Liability applies to this Coverage as defined in SECTION II - LIABILITY, paragraph D.4. of the Businessowners Coverage Form.

LIABILITY DEDUCTIBLE **\$0**

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	100 College Ave, Ste 130, Rochester, NY 14607	006

PREMIUM COMPUTATION

<i>Loc</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Rate</i>		<i>Advance Premium</i>	
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>	<i>All Other</i>
1	Non-Owned & Hired Automobile Liability - Specialty Product	90099	Flat	0.000	225.000	\$0		\$225
1	Membership Organization (Charity) - Not-for-Profit only	41668	1,000 Per 1,000 Total Area	0.000	259.709	\$0		\$260
MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:								\$345
TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:								\$485
(This Premium may be subject to adjustment.) MP - minimum premium								

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Form EOD (01/95)

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

PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NBP2555571

Effective Date: 06/21/2022

12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

**COMMUNITY RESOURCE COLLABORATIVE INC
100 COLLEGE AVE
STE 130
ROCHESTER, NY 14607**

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 06/21/2022 To: 06/21/2023

Coverage Part A: Non Profit Directors and Officers Liability

ITEM III. LIMITS OF LIABILITY

a. Non Profit Directors & Officers	\$1,000,000	EACH CLAIM
b. Non Profit Directors & Officers	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$1,000 EACH CLAIM

ITEM V. PREMIUM: \$704

Coverage Part B: Employment Practices Liability

ITEM III. LIMITS OF LIABILITY

a. Employment Practices	\$1,000,000	EACH CLAIM
b. Employment Practices	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$1,000 EACH CLAIM

ITEM V. PREMIUM: \$139

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

PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NBP2555571

Effective Date: 06/21/2022

12:01 AM STANDARD TIME

Coverage Part C: Fiduciary Liability

ITEM III. LIMITS OF LIABILITY

a. Fiduciary Liability NOT COVERED

ITEM IV. RETENTION: NOT COVERED

ITEM V. PREMIUM: NOT COVERED

ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Endorsement EOD (01/95)

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

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SECTION V. Non Profit Directors & Officers and Employment Practices Liability:

- 47. Is the Organization involved in product research, development, testing and/or certification? Yes No
- 48. Does the Organization engage in any disciplinary actions as a result of peer review activities? Yes No
- 49. Does the Organization administer or sponsor any insurance programs? Yes No
- 50. Is the Organization involved in any accreditation or standard setting activities? Yes No
- 51. Is the Organization involved in any labor/union negotiations or collective bargaining activities? Yes No

52. Total number of Employees: Full Time 1 Part Time _____ Volunteers _____ Seasonal _____

53. Number of chapters: 0
 If there are chapters, is coverage requested for them under this Policy? Yes No

54. Does the Applicant have any Subsidiaries requiring coverage? Yes No
 If yes, please complete the Non Profit Subsidiary Addendum (NPSADD). Tina Paradiso

55. Name and title of individual designated to receive all notices on behalf of the Insured: _____
 Title: President Phone Number: 585-261-4475

56. Directors and Officers Liability Insurance carried:

Insurer	Limits of Liability	Premium	Retention	Policy Period
_____	_____	_____	_____	_____

57. Does the organization currently carry General Liability Insurance? Yes No

58. Please provide the following financial information for the last three (3) years. (If organization in existence less than 3 years please provide Budgeted Revenue/Expense statement for next 3 years.)

Year	Total Revenues	Net Income (Loss)	Current Fund Balance*
2022	\$ <u>100000</u>	\$ <u>1000</u>	\$ <u>15000</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

* Fund balance = Total Assets - Total Liabilities

59. Within the last 5 years, has any inquiry, complaint, notice of hearing, claim or suit been made (including, but not limited to, Equal Employment Opportunity Commission, State Human Rights Boards, Municipal, State or Federal Regulatory Authorities), against the Organization, or any person proposed for Insurance in the capacity of Director, Officer, Trustee, Employee or Volunteer of the Organization? Yes No
 (If yes, please forward a completed USLI supplemental claims application.)

60. Is any person proposed for this insurance aware of any fact, circumstance or situation, which may result in a claim against the Organization or any of its Directors, Trustees, Officers, Employees or Volunteers? Yes No
 (If yes, please forward a completed USLI supplemental claims application.)

SECTION VI. Fiduciary Liability (Available for 100 employees or less):

61. Does each Pension Plan use an outside Investment Manager? Yes No
 (If No, Fiduciary will not be offered.)

62. Does each Plan subject to ERISA comply with all applicable requirements of ERISA and the Internal Revenue Code of 1982, as amended (the "Code") including eligibility, participation, vesting, fiduciary responsibility and funding standards? Yes No
 If no, please attach details.

63. In the past two (2) years has there been or is there now under consideration any material changes to a Plan or termination / consolidation of a Plan? Yes No
 If yes, please attach details.

64. Has there been or is there now pending any claims(s) against any proposed Insured arising out of any Plan? Yes No
 If yes, please attach details.

65. Does any proposed Insured have knowledge or information of any act, error or omission which might give rise to a claim under the proposed Fiduciary Liability Coverage? Yes No
 If yes, please attach details.

New York Disclosure Notice: This policy is written on a claims made basis and shall provide no coverage for claims arising out of incidents,

occurrences or alleged wrongful acts that took place prior to the retroactive date, if any, stated on the declarations. This policy shall cover only those claims made against an insured while the policy remains in effect and all coverage under the policy ceases upon termination of the policy except for the automatic extended reporting period coverage unless the insured purchases additional extend reporting period coverage. The policy includes an automatic 60 day extended claims reporting period following the termination of this policy. The Insured may purchase for an additional premium an additional extended reporting period of 12 months, 24 months or 36 months following the termination of this policy. Potential coverage gaps may arise upon the expiration for this extended reporting period. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates. The insured can expect substantial annual premium increases independent overall rate increases until the claims-made relationship has matured.

Virginia Notice: You have an option to purchase a separate Limit of Liability for the extension period, policy common conditions I. If you do not elect this option, the Limit of Liability for the extension period shall be part of and not in addition to the limit specified in the declarations. Statements in the application shall be deemed the insured's representations. A statement made in the application or in any affidavit made before or after a loss under the policy will not be deemed material or invalidate coverage unless it is clearly proven that such statement was material to the risk when assumed and was untrue.

Minnesota Notice: The clause "and/or authorization or agreement to bind the insurance." is replaced with "Authorization or agreement to bind the insurance may be withdrawn or modified based on changes to the information contained in this application prior to the effective date of the insurance applied for that may render inaccurate, untrue or incomplete any statement made with a minimum of 10 days notice given to the insured prior to the effective date of cancellation when the contract has been in effect for less than 90 days or is being canceled for nonpayment of premium.

Colorado Fraud Statement: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

District of Columbia Fraud Statement: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida Fraud Statement: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine and Washington Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

New Jersey Fraud Statement: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New York Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio Fraud Statement: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma Fraud Statement: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania Fraud Statement: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee and Virginia Fraud Statement: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Fraud Statement (All Other States): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicant's Signature Tina Paradise Title Executive Director Date 6/21/2022
(President, Chairperson or Executive Director)

If the primary address of the location listed in item #1 is in the state of New York, Iowa, or Florida, the states of New York, Iowa and Florida require that we have the name and address of your (insured's) authorized Agent or Broker.

Name of authorized Agent or Broker Gerard P Smith Agency Inc

Address: 4 E Main St Webster, NY 14580

Agent or Broker License number BR-614588

Mail complete application through local Agent or Broker to: crystal@rochesterinsurance.com

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15

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

NEW YORK CHANGES

The provisions of Paragraphs **A., B., C.** and **D.** apply unless Paragraph **E.** applies.

A. SECTION III – COMMON POLICY CONDITIONS, A. Cancellation, paragraphs 1., 2., 3. and 5., are replaced by the following:

- 1.** The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.
- 2. Cancellation Of Policies In Effect**

a. Sixty (60) Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1)** Thirty (30) days before the effective date of cancellation if we cancel for any reason not included in Paragraph **(2)** below.
- (2)** Fifteen (15) days before the effective date of cancellation if we cancel for any of the following reasons:
 - (a)** Nonpayment of premium provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
 - (b)** Conviction of a crime arising out of acts increasing the hazard insured against;
 - (c)** Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
 - (d)** After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
 - (e)** Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
 - (f)** Required pursuant to a determination by the Superintendent that the continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
 - (g)** A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or

(h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Insurance Department.

b. For More Than Sixty (60) Days

If this policy has been in effect for more than sixty (60) days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph a.(2) above, provided:

- (1) We will mail the first Named Insured written notice at least fifteen (15) days before the effective date of cancellation; and
 - (2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.
3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and the authorized agent or broker.
 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.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. SECTION III – COMMON POLICY CONDITIONS, paragraph A. Cancellation is amended by the addition of the following:

7. If one of the reasons for cancellation in Paragraph A.2.a.(2) or F.2.b.(2) exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. SECTION III – COMMON POLICY CONDITIONS is amended by the addition of the following:

1. Non-renewal

If we decide not to renew this policy we will send notice as provided in Paragraph C.3. below.

2. Conditional Renewal

If we condition renewal of this policy upon:

- a. Change of limits;
- b. Change in type of coverage;
- c. Reduction of coverage;
- d. Increased deductible;

- e. Addition of exclusion; or
 - f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added; or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;
- we will send notice as provided in Paragraph C.3. below.

3. Notices Of Non-renewal And Conditional Renewal

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs C.1. and C.2. above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least sixty (60) but not more than one hundred twenty (120) days before:
 - (1) The expiration date; or
 - (2) The anniversary date if this is a continuous policy.
- b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. Notice will include the specific reason(s) for non-renewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
- d. If we violate any of the provisions of Paragraphs C.3.a., b. or c. above by sending the first Named Insured an incomplete or late conditional renewal notice or a late non-renewal notice:
 - (1) Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until sixty (60) days after such notice is mailed or delivered, unless the first Named Insured, during this sixty (60)-day period, has replaced the coverage or elects to cancel.
 - (2) On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
- e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
 - (1) Upon expiration of the sixty (60)-day period; or
 - (2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the policy if we send the first Named Insured the conditional renewal notice at least thirty (30) days prior to the expiration or anniversary date of the policy.
- f. We will not send you notice of non-renewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

D. The following provisions apply to SECTION II – LIABILITY:

- 1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph C.3.d. above.

2. The last sentence of Limit Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late non-renewal notice.
- E. If this policy covers buildings or structures containing 1 to 4 dwelling units, the provisions of Paragraphs F., G. and H. of this endorsement apply.
- F. **SECTION III – COMMON POLICY CONDITIONS, A. Cancellation**, paragraph 2., is replaced by the following:

2. Procedure And Reasons For Cancellation

- a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) Fifteen (15) days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or

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

- b. **But if this policy:**

- (1) Has been in effect for more than sixty (60) days; or

- (2) Is a renewal of a policy we issued;

we may cancel this policy only for one or more of the following reasons:

- (a) Nonpayment of premium provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

- (b) Conviction of a crime arising out of acts increasing the risk of loss;

- (c) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;

- (d) Discovery of willful or reckless acts or omissions increasing the risk of loss;

- (e) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:

- (i) Issued the policy, or

- (ii) Last voluntarily renewed the policy;

- (f) The Superintendent of Insurance's determination that continuing the policy would violate Chapter 28 of the Insurance Law; or

- (g) Required pursuant to a determination by the Superintendent of Insurance that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

G. Conditional Continuation

Instead of cancelling this policy, we may continue it on the condition that:

1. The policy limits be changed; or
2. Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least twenty (20) days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

H. Non-renewal

If, as allowed by the laws of New York State, we:

1. Do not renew this policy; or
2. Condition policy renewal upon:
 - a. Change of limits; or
 - b. Elimination of coverage;

we will mail or deliver written notice of non-renewal or conditional renewal:

- (1) At least forty-five (45) days; but
- (2) Not more than sixty (60) days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

I. SECTION III – COMMON POLICY CONDITIONS, I. Premiums, the last subparagraph in 3. is replaced by the following:

Our forms then in effect will apply. If you do not pay the continuation premiums, this policy will be cancelled in accordance with the cancellation procedures for nonpayment of premium as amended in Paragraph A. of this endorsement.

J. SECTION II – LIABILITY, F. Liability And Medical Expenses Definitions, paragraph 11. "Loading or Unloading" in does not apply.

K. If this policy covers the interest of the owner of any of the following types of buildings or structures:

- (1) Residential (except 1- or 2-family buildings or structures);
- (2) Commercial; or
- (3) Industrial;

the following provision is added:

Before payment to you for loss or damage to the above buildings or structures caused by or resulting from fire, we will:

1. Deduct from your payment the claim of any tax district that issues a certificate of lien in accordance with the Insurance Law; and
2. Pay directly to the tax district the amount of the claim.

When we pay that claim, we will have no obligation to pay the amount of that claim to you. Our payment of that claim within thirty (30) days of our receipt of the certificate of lien will be a conclusive presumption that the claim was valid and properly paid.

L. When the property is subject to the Anti-Arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

1. Or our broker or agent within forty-five (45) days of the effective date of a new policy, we will cancel the entire policy by giving twenty (20) days' written notice to you and to the mortgageholder shown in the Declarations.
2. Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least fifteen (15) days before the effective date of cancellation.

If the notice in L.1. or L.2. above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

The cancellation provisions set forth in L.1. and L.2. above supersede any contrary provisions in this policy including this endorsement.

M. The following is added to **SECTION I – PROPERTY, E. Property Loss Conditions, paragraph 3. Duties In The Event Of Loss Or Damage;** and **SECTION II – LIABILITY, E. Liability And Medical Expenses General Conditions, paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

- a. Notice given by or on your behalf; or
- b. Written notice by or on behalf of any claimant;

to any of our agents in New York State, which adequately identifies you, will be the same as notice to us.

N. **SECTION I – PROPERTY, F. Property General Conditions, 2. Mortgageholders,** paragraphs f. and g., are replaced by the following:

f. Cancellation

- (1) If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (a) Ten (10) days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (b) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- (2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:
 - (a) The effective date of cancellation of the insured's coverage; or
 - (b) Ten (10) days after we give notice to the mortgageholder.

g. Non-renewal

- (1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least ten (10) days before the expiration date of this policy.
- (2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, non-renewal will become effective on the later of:
 - (a) The expiration date of the policy; or

(b) Ten (10) days after we give notice to the mortgageholder.

O. SECTION II – LIABILITY, E. Liability And Medical Expenses General Conditions, paragraph 3. Legal Action Against Us, is replaced by the following:

3. Legal Action Against Us

a. Except as provided in Paragraph b., no person or organization has a right under this policy:

(1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

(2) To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and a release of liability signed by us, the insured and the claimant or the claimant's legal representative.

b. With respect to all claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within sixty (60) days after we deny coverage or do not admit liability, we or an insured:

(1) Brings an action to declare the rights of the parties under the policy; and

(2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

P. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this policy shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

Q. SECTION III – COMMON POLICY CONDITIONS, J. Premium Audit, paragraph 2., is replaced by the following:

2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within one hundred eighty (180) days after the expiration date of the policy and may not be waived, except when:

- a. The total annual premium attributable to the auditable exposure is not reasonably expected to exceed \$1,500; or
- b. The policy requires notification to the insurer with specific information of any additional exposure units (e.g., buildings) for which coverage is requested.

If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

Except as provided in Paragraph J.2., Paragraph D. **Examination Of Your Books And Records** in SECTION III – COMMON POLICY CONDITIONS continues to apply.

R. The following is added to SECTION II – LIABILITY, E. Liability And Medical Expenses General Conditions:

TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

1. If we conclude that, based on "occurrences", offenses, claims or "suits" which have been reported to us and to which this insurance may apply, the:
 - a. Liability and Medical Expenses Limit;
 - b. Medical Expenses Limit; or
 - c. Damage To Premises Rented To You;is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.
2. When a limit of insurance described in Paragraph 1. above has actually been used up in the payment of judgments or settlements:
 - a. We will notify the first Named Insured, in writing, as soon as practicable, that:
 - (1) Such a limit has actually been used up; and
 - (2) Our duty to defend "suits" seeking damages subject to that limit has also ended.
 - b. We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.
 - c. The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.
3. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 2.b.

The duty of the first Named Insured to reimburse us will begin on:

- a. The date on which the applicable limit of insurance is used up, if we sent notice in accordance with Paragraph 1.; or
 - b. The date on which we sent notice in accordance with Paragraph 2.a., if we did not send notice in accordance with Paragraph 1.
4. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

S. SECTION III – COMMON POLICY CONDITIONS, paragraph C. Concealment, Misrepresentation Or Fraud, is replaced by the following:

C. Fraud

We do not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss or damage for which coverage is sought under this policy.

T. The following is added to SECTION I – PROPERTY, E. Property Loss Conditions: ESTIMATION OF CLAIMS

Upon request, we will furnish you or your representative with a written estimate of damages to real property, specifying all deductions, provided such an estimate has been prepared by us or has been prepared on our behalf for our own purposes. This estimate will be provided within thirty (30) days after your request or its preparation, whichever is later.

U. SECTION I – PROPERTY, E. Property Loss Conditions, 2. Appraisal, is replaced by the following:

2. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The two appraisers will select an umpire. If they cannot agree within fifteen (15) days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

V. SECTION II – LIABILITY, A. Coverages, 1. Business Liability, paragraph a., is replaced by the following:

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are

groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury", to which this insurance does not apply. We may at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

But:

(1) The amount we will pay for damages is limited as described in Paragraph D. **Liability And Medical Expenses Limits Of Insurance** in **SECTION II – LIABILITY**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph f. **Coverage Extension**.

W. SECTION III – COMMON POLICY CONDITIONS, H. Other Insurance, paragraph 1., is replaced by the following:

1. If there is other valid and collectible insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance of **SECTION I – PROPERTY**.

X. SECTION I – PROPERTY is amended as follows:

1. Paragraph **A.5.I.(5)** of the **Increased Cost Of Construction Additional Coverage** is replaced by the following:
 - (5) Under this Additional Coverage, we will not pay any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
2. Paragraph **B.2.I.(2) Exclusions** is replaced by the following:
 - (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

BUSINESSOWNERS COVERAGE FORM

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

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

In Section II – Liability, the word "insured" means any person or organization qualifying as such under Paragraph C. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph H. Property Definitions in Section I – Property and Paragraph F. Liability And Medical Expenses Definitions in Section II – Liability.

SECTION I – PROPERTY

A. Coverage

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

1. Covered Property

Covered Property includes Buildings as described under Paragraph a. below, Business Personal Property as described under Paragraph b. below, or both, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under Paragraph 2. Property Not Covered.

- a. Buildings, meaning the buildings and structures at the premises described in the Declarations, including:
 - (1) Completed additions;
 - (2) Fixtures, including outdoor fixtures;
 - (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
 - (4) Your personal property in apartments, rooms or common areas furnished by you as landlord;
 - (5) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;

- (c) Floor coverings; and
- (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(6) If not covered by other insurance:

- (a) Additions under construction, alterations and repairs to the buildings or structures;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.
- b. Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 100 feet of the described premises, including:
- (1) Property you own that is used in your business;
 - (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph E.5.d.(3)(b);
 - (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
 - (4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph 1.b.(2); and
 - (5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration;
- b. "Money" or "securities" except as provided in the:

- (1) Money And Securities Optional Coverage; or
 - (2) Employee Dishonesty Optional Coverage;
 - c. Contraband, or property in the course of illegal transportation or trade;
 - d. Land (including land on which the property is located), water, growing crops or lawns;
 - e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except as provided in the:
 - (1) Outdoor Property Coverage Extension; or
 - (2) Outdoor Signs Optional Coverage;
 - f. Watercraft (including motors, equipment and accessories) while afloat;
 - g. Accounts, bills, food stamps, other evidences of debt, accounts receivable or "valuable papers and records"; except as otherwise provided in this policy;
 - h. "Computer(s)" which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration. This paragraph does not apply to "computer(s)" while held as "stock";
 - i. "Electronic data", except as provided under Additional Coverages – Electronic Data. This Paragraph i. does not apply to your "stock" of prepackaged software.
 - j. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings.
- 3. Covered Causes Of Loss**
- Risks of direct physical loss unless the loss is:
- a. Excluded in Paragraph B. Exclusions in Section I; or
 - b. Limited in Paragraph 4. Limitations in Section I.
- 4. Limitations**
- a. We will not pay for loss of or damage to:
 - (1) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - (1) Animals, and then only if they are killed or their destruction is made necessary.
 - (2) Fragile articles such as glassware, statuary, marble, chinaware and porcelain, if broken. This restriction does not apply to:
 - (a) Glass that is part of the exterior or interior of a building or structure;
 - (b) Containers of property held for sale; or
 - (c) Photographic or scientific instrument lenses.
 - c. For loss or damage by theft, the following types of property are covered only up to the limits shown:
 - (1) \$2,500 for furs, fur garments and garments trimmed with fur.
 - (2) \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- (2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - (3) Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property. This limitation does not apply to the Optional Coverage for Money and Securities.
 - (4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
 - (5) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

- (3) \$2,500 for patterns, dies, molds and forms.

5. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most that we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to Paragraph (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on

the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

Example #1

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

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

Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense	\$ 30,000
Debris Removal Expense Payable	
Basic Amount	\$ 10,500
Additional Amount	\$ 10,000

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

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris

removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

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

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

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$2,500, unless a different limit is shown in the Declarations, for your liability for fire department service charges:

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

d. Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in Paragraphs d.(1) through d.(7).

- (1) For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- (2) We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this policy or that contains Covered Property insured under this policy, if such collapse is caused by one or more of the following:
 - (a) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - (b) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
 - (c) Use of defective material or methods in construction, remodeling or

renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.

- (d) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (i) A cause of loss listed in Paragraph (2)(a) or (2)(b);
 - (ii) One or more of the "specified causes of loss";
 - (iii) Breakage of building glass;
 - (iv) Weight of people or personal property; or
 - (v) Weight of rain that collects on a roof.
- (3) This Additional Coverage – Collapse does not apply to:
 - (a) A building or any part of a building that is in danger of falling down or caving in;
 - (b) A part of a building that is standing, even if it has separated from another part of the building; or
 - (c) A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- (4) With respect to the following property:
 - (a) Awnings;
 - (b) Gutters and downspouts;
 - (c) Yard fixtures;
 - (d) Outdoor swimming pools;
 - (e) Piers, wharves and docks;
 - (f) Beach or diving platforms or appurtenances;
 - (g) Retaining walls; and
 - (h) Walks, roadways and other paved surfaces;if an abrupt collapse is caused by a cause of loss listed in Paragraphs (2)(a) through (2)(d), we will pay for loss or damage to that property only if such loss or damage is a direct result of the abrupt collapse of a building insured under this policy and the property is Covered Property under this policy.
- (5) If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building,

we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- (a) The collapse of personal property was caused by a cause of loss listed in Paragraphs (2)(a) through (2)(d) of this Additional Coverage;
- (b) The personal property which collapses is inside a building; and
- (c) The property which collapses is not of a kind listed in Paragraph (4), regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph (5) does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- (6) This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- (7) This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this policy.
- (8) The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in Paragraphs d.(1) through d.(7).

e. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the loss or damage; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- (1) Results in discharge of any substance from an automatic fire protection system; or
- (2) Is directly caused by freezing.

f. Business Income

(1) Business Income

- (a) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of

restoration". The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (i) The portion of the building which you rent, lease or occupy; and
 - (ii) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- (b) We will only pay for loss of Business Income that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage. We will only pay for ordinary payroll expenses for 60 days following the date of direct physical loss or damage, unless a greater number of days is shown in the Declarations.
 - (c) Business Income means the:
 - (i) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred 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; and
 - (ii) Continuing normal operating expenses incurred, including payroll.
 - (d) Ordinary payroll expenses:
 - (i) Means payroll expenses for all your employees except:
 - i. Officers;
 - ii. Executives;

- iii. Department Managers;
- iv. Employees under contract; and
- v. Additional Exemptions shown in the Declarations as:
 - Job Classifications; or
 - Employees.

(ii) Include:

- i. Payroll;
- ii. Employee benefits, if directly related to payroll;
- iii. FICA payments you pay;
- iv. Union dues you pay; and
- v. Workers' compensation premiums.

(2) Extended Business Income

- (a) If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:
- (i) Begins on the date property except finished stock is actually repaired, rebuilt or replaced and "operations" are resumed; and
 - (ii) Ends on the earlier of:
 - i. The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or
 - ii. 30 consecutive days after the date determined in Paragraph (a)(i) above, unless a greater number of consecutive days is shown in the Declarations.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

- (b) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.
- (3) With respect to the coverage provided in this Additional Coverage, suspension means:

- (a) The partial slowdown or complete cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

g. Extra Expense

- (1) We will pay necessary Extra Expense 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 at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

(2) Extra Expense means expense incurred:

- (a) To avoid or minimize the suspension of business and to continue "operations":
 - (i) At the described premises; or
 - (ii) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
- (b) To minimize the suspension of business if you cannot continue "operations".
- (c) To:
 - (i) Repair or replace any property; or
 - (ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or Additional Coverage f. Business Income.

- (3) With respect to the coverage provided in this Additional Coverage, suspension means:
- (a) The partial slowdown or complete cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

h. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

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

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

i. Civil Authority

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of

the damage, and the described premises are within that area but are not more than one mile from the damaged property; and

- (2) The action of civil 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 authority to have unimpeded access to the damaged property.

Civil Authority coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority coverage for necessary Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
- (2) When your Civil Authority coverage for Business Income ends;

whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

j. Money Orders And "Counterfeit Money"

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss under this Additional Coverage is \$1,000.

k. Forgery Or Alteration

- (1) We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in "money", that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
- (2) If you are sued for refusing to pay the

check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.

- (3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.
- (4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$2,500, unless a higher Limit of Insurance is shown in the Declarations.

I. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings insured on a replacement cost basis.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in Paragraphs (3) through (9) of this Additional Coverage.
- (3) The ordinance or law referred to in Paragraph (2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
 - (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot; or

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

- (6) The most we will pay under this Additional Coverage, for each described building insured under Section I – Property, is \$10,000. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building, is \$10,000.

The amount payable under this Additional Coverage is additional insurance.

- (7) With respect to this Additional Coverage:
 - (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the same premises.
 - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment Property Loss Condition in Section I – Property do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this

Additional Coverage, as stated in Paragraph (6) of this Additional Coverage, is not subject to such limitation.

m. Business Income From Dependent Properties

- (1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss to dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is \$5,000 unless a higher Limit of Insurance is indicated in the Declarations.

- (2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:

- (a) Source of materials; or
- (b) Outlet for your products.

- (3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

- (4) Dependent property means property owned by others whom you depend on to:

- (a) Deliver materials or services to you, or to others for your account. But services does not mean water, communication or power supply services;
- (b) Accept your products or services;
- (c) Manufacture your products for delivery to your customers under contract for sale; or
- (d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

- (5) The coverage period for Business Income under this Additional Coverage:

- (a) Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property; and

- (b) Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

- (6) The Business Income coverage period, as stated in Paragraph (5), does not include any increased period required due to the enforcement of any ordinance or law that:

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

The expiration date of this policy will not reduce the Business Income coverage period.

- (7) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income From Dependent Properties Additional Coverage.

n. Glass Expenses

- (1) We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

- (2) We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

o. Fire Extinguisher Systems Recharge Expense

- (1) We will pay:

- (a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and

- (b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.

- (2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.
- (3) The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

p. Electronic Data

- (1) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore "electronic data" which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.
- (2) The Covered Causes of Loss applicable to Business Personal Property include a computer virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.
- (3) The most we will pay under this Additional Coverage – Electronic Data for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is \$10,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

q. Interruption Of Computer Operations

- (1) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business

Income and Extra Expense to apply to a suspension of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a Covered Cause of Loss.

- (2) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
 - (a) Coverage under this Additional Coverage – Interruption Of Computer Operations is limited to the "specified causes of loss" and Collapse.
 - (b) If the Businessowners Coverage Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage.
 - (c) The Covered Causes of Loss include a computer virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.
- (3) The most we will pay under this Additional Coverage – Interruption Of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved, is \$10,000 unless a higher Limit of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and

expense is deemed to be sustained or incurred in the policy year in which the interruption began.

- (4) This Additional Coverage – Interruption Of Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (3) above has not been exhausted.
- (5) Coverage for Business Income does not apply when a suspension of "operations" is caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs (1) through (4) of this Additional Coverage.
- (6) Coverage for Extra Expense does not apply when action is taken to avoid or minimize a suspension of "operations" caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs (1) through (4) of this Additional Coverage.

r. Limited Coverage For "Fungi", Wet Rot Or Dry Rot

- (1) The coverage described in Paragraphs r.(2) and r.(6) only applies when the "fungi", wet rot or dry rot are the result of a "specified cause of loss" other than fire or lightning 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.
- (2) We will pay for loss or damage by "fungi", wet rot or dry rot. As used in this Limited Coverage, the term loss or damage means:
 - (a) Direct physical loss or damage to Covered Property caused by "fungi", wet rot or dry rot, including the cost of removal of the "fungi", wet rot or dry rot;
 - (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet rot or dry rot; and
 - (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet rot or dry rot are present.
- (3) The coverage described under this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total

of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", wet rot or dry rot, we will not pay more than the total of \$15,000 even if the "fungi", wet rot or dry rot continues to be present or active, or recurs, in a later policy period.

- (4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", wet rot or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungi", wet rot or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet rot or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

- (5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder Or Molten Material Damage or Collapse Additional Coverages.
- (6) The following applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of "operations" satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverage.
 - (a) If the loss which resulted in "fungi", wet rot or dry rot does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet rot or dry rot, then our payment under the Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - (b) If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet rot or dry rot, but remediation of "fungi",

wet rot or dry rot prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

6. Coverage Extensions

In addition to the Limits of Insurance of Section I – Property, you may extend the insurance provided by this policy as provided below.

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

a. Newly Acquired Or Constructed Property

(1) Buildings

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

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

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

(2) Business Personal Property

If this policy covers Business Personal Property, you may extend that insurance to apply to:

- (a) Business Personal Property, including such property that you newly acquire, at any location you acquire;
- (b) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (c) Business Personal Property that you newly acquire, located at the described premises.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage

under this Extension is \$100,000 at each building.

(3) Period Of Coverage

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

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

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

b. Personal Property Off-premises

You may extend the insurance provided by this policy to apply to your Covered Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$10,000.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:

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

The most we will pay for loss or damage under this Extension is \$2,500, unless a higher Limit of Insurance for Outdoor Property is shown in the Declarations, but not more than \$1,000 for any one tree, shrub or plant.

d. Personal Effects

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees. This extension does not apply to:

- (1) Tools or equipment used in your business; or
- (2) Loss or damage by theft.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises.

e. Valuable Papers And Records

- (1) You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control caused by or resulting from a Covered Cause of Loss. This Coverage Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.
- (2) This Coverage Extension does not apply to:
 - (a) Property held as samples or for delivery after sale; and
 - (b) Property in storage away from the premises shown in the Declarations.
- (3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$10,000, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declarations.
For "valuable papers and records" not at the described premises, the most we will pay is \$5,000.
- (4) Loss or damage to "valuable papers and records" will be valued at the cost of restoration or replacement of the lost or damaged information. To the extent that the contents of the "valuable papers and records" are not restored, the "valuable papers and records" will be valued at the cost of replacement with blank materials of substantially identical type.
- (5) Paragraph B. Exclusions in Section I – Property does not apply to this Coverage Extension except for:
 - (a) Paragraph B.1.c., Governmental Action;
 - (b) Paragraph B.1.d., Nuclear Hazard;
 - (c) Paragraph B.1.f., War And Military Action;
 - (d) Paragraph B.2.f., Dishonesty;
 - (e) Paragraph B.2.g., False Pretense;

(f) Paragraph B.2.m.(2), Errors Or Omissions; and

(g) Paragraph B.3.

f. Accounts Receivable

- (1) You may extend the insurance that applies to Business Personal Property to apply to accounts receivable. We will pay:
 - (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
 - (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.
- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$10,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.
For accounts receivable not at the described premises, the most we will pay is \$5,000.
- (3) Paragraph B. Exclusions in Section I – Property does not apply to this Coverage Extension except for:
 - (a) Paragraph B.1.c., Governmental Action;
 - (b) Paragraph B.1.d., Nuclear Hazard;
 - (c) Paragraph B.1.f., War And Military Action;
 - (d) Paragraph B.2.f., Dishonesty;
 - (e) Paragraph B.2.g., False Pretense;
 - (f) Paragraph B.3.; and
 - (g) Paragraph B.6., Accounts Receivable Exclusion.

B. Exclusions

- 1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects

a substantial area.

a. Ordinance Or Law

- (1) The enforcement of any ordinance or law:
 - (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion, Ordinance Or Law, applies whether the loss results from:
 - (a) An ordinance or law that is enforced even if the property has not been damaged; or
 - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property or removal of its debris, following a physical loss to that property.

b. Earth Movement

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

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

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

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

- (a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust or particulate matter; or

(c) Lava flow.

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 of or damage to Covered Property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

d. Nuclear Hazard

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

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

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

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

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

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

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

This exclusion does not apply to loss or damage to "computer(s)" and "electronic

data".

f. War And Military Action

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

g. Water

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

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

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

h. Certain Computer-related Losses

- (1) The failure, malfunction or inadequacy of:
 - (a) Any of the following, whether

belonging to any insured or to others:

- (i) "Computer" hardware, including microprocessors or other electronic data processing equipment as may be described elsewhere in this policy;
- (ii) "Computer" application software or other "electronic data" as may be described elsewhere in this policy;
- (iii) "Computer" operating systems and related software;
- (iv) "Computer" networks;
- (v) Microprocessors ("computer" chips) not part of any "computer" system; or
- (vi) Any other computerized or electronic equipment or components; or

- (b) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph (a) above;

due to the inability to correctly recognize, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

- (2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph (1) above.

However, if excluded loss or damage, as described in Paragraph (1) above results in a "specified cause of loss" under Section I – Property, we will pay only for the loss or damage caused by such "specified cause of loss".

We will not pay for repair, replacement or modification of any items in Paragraph (1)(a) or (1)(b) to correct any deficiencies or change any features.

i. "Fungi", Wet Rot Or Dry Rot

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

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

This exclusion does not apply:

- (1) When "fungi", wet rot or dry rot result from fire or lightning; or

- (2) To the extent that coverage is provided in the Limited Coverage For "Fungi", Wet Rot Or Dry Rot Additional Coverage, with respect to loss or damage by a cause of loss other than fire or lightning.
- j. Virus Or Bacteria**
- (1) Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- (2) However, the exclusion in Paragraph (1) does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in Exclusion i.;
- (3) With respect to any loss or damage subject to the exclusion in Paragraph (1), such exclusion supersedes any exclusion relating to "pollutants".
2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Electrical Apparatus

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

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

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

- (1) Electrical current, including arcing;
- (2) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (3) Pulse of electromagnetic energy; or
- (4) Electromagnetic waves or microwaves.

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

We will pay for loss or damage to "computer(s)" due to artificially generated electrical, magnetic or electromagnetic energy if such loss or damage is caused by or results from:

- (1) An occurrence that took place within 100 feet of the described premises; or
- (2) Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 100 feet of the described premises.

b. Consequential Losses

Delay, loss of use or loss of market.

c. Smoke, Vapor, Gas

Smoke, vapor or gas from agricultural smudging or industrial operations.

d. Steam Apparatus

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

e. Frozen Plumbing

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
- (2) You drain the equipment and shut off the supply if the heat is not maintained.

f. Dishonesty

Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

- (1) Acting alone or in collusion with others; or
- (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

This exclusion does not apply to coverage that is provided under the Employee Dishonesty Optional Coverage.

g. False Pretense

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

h. Exposed Property

Rain, snow, ice or sleet to personal property in the open.

i. Collapse

- (1) Collapse, including any of the following conditions of property or any part of the property:
 - (a) An abrupt falling down or caving in;
 - (b) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (c) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to Paragraph i.(1)(a) or i.(1)(b).

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

- (2) This Exclusion i., does not apply:
 - (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or
 - (b) To collapse caused by one or more of the following:
 - (i) The "specified causes of loss";
 - (ii) Breakage of building glass;
 - (iii) Weight of rain that collects on a roof; or
 - (iv) Weight of people or personal property.

j. Pollution

We will not pay for loss or damage caused by or resulting from the 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".

k. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

l. Other Types Of Loss

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

- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

This exclusion does not apply with respect to the breakdown of "computer(s)";

- (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.

But if an excluded cause of loss that is listed in Paragraphs (1) through (7) above results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

m. Errors Or Omissions

Errors or omissions in:

- (1) Programming, processing or storing data, as described under "electronic data" or in any "computer" operations; or
- (2) Processing or copying "valuable papers and records".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

n. Installation, Testing, Repair

Errors or deficiency in design, installation, testing, maintenance, modification or repair of your "computer" system including "electronic data".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

o. Electrical Disturbance

Electrical or magnetic injury, disturbance or erasure of "electronic data", except as provided for under the Additional Coverages of Section I – Property.

However, we will pay for direct loss or damage caused by lightning.

p. Continuous Or Repeated Seepage Or Leakage Of Water

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

3. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs a. through c. But if an excluded cause of loss that is listed in Paragraphs a. through c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather Conditions

Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph B.1. above to produce the loss or damage.

b. Acts Or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Negligent Work

Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;
of part or all of any property on or off the described premises.

4. Additional Exclusion

The following applies only to the property specified in this Additional Exclusion.

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

5. Business Income And Extra Expense Exclusions

- a. We will not pay for:

- (1) Any Extra Expense, or increase of Business Income loss, caused by or resulting from:

- (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
- (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage.

- (2) Any other consequential loss.

- b. With respect to this exclusion, suspension means:

- (1) The partial slowdown or complete cessation of your business activities; and
- (2) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

6. Accounts Receivable Exclusion

The following additional exclusion applies to the Accounts Receivable Coverage Extension:

We will not pay for:

- a. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.

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

- b. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
- c. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

C. Limits Of Insurance

1. The most we will pay for loss or damage in any one occurrence is the applicable Limits of Insurance of Section I – Property shown in the Declarations.
2. The most we will pay for loss of or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.

3. The amounts of insurance applicable to the Coverage Extensions and the following Additional Coverages apply in accordance with the terms of such coverages and are in addition to the Limits of Insurance of Section I – Property:

- a. Fire Department Service Charge;
- b. Pollutant Clean-up And Removal;
- c. Increased Cost Of Construction;
- d. Business Income From Dependent Properties;
- e. Electronic Data; and
- f. Interruption Of Computer Operations.

4. Building Limit – Automatic Increase

a. In accordance with Paragraph C.4.b., the Limit of Insurance for Buildings will automatically increase by 8%, unless a different percentage of annual increase is shown in the Declarations.

b. The amount of increase is calculated as follows:

(1) Multiply the Building limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Building limit by:

- (a) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 7% is .07); or
- (b) .08, if no percentage of annual increase is shown in the Declarations; and

(2) Multiply the number calculated in accordance with b.(1) by the number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Building limit, divided by 365.

Example:

If:

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

The amount of increase is
 $\$100,000 \times .08 \times 146 \div 365 = \$3,200.$

5. Business Personal Property Limit – Seasonal Increase

a. Subject to Paragraph 5.b., the Limit of Insurance for Business Personal Property is automatically increased by:

(1) The Business Personal Property – Seasonal Increase percentage shown in

the Declarations; or

(2) 25% if no Business Personal Property – Seasonal Increase percentage is shown in the Declarations;

to provide for seasonal variances.

b. The increase described in Paragraph 5.a will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

- (1) The 12 months immediately preceding the date the loss or damage occurs; or
- (2) The period of time you have been in business as of the date the loss or damage occurs.

D. Deductibles

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance of Section I – Property.

2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under all of the following Optional Coverages in any one occurrence is the Optional Coverage Deductible shown in the Declarations:

- a. Money and Securities;
- b. Employee Dishonesty;
- c. Outdoor Signs; and
- d. Forgery or Alteration.

But this Optional Coverage Deductible will not increase the Deductible shown in the Declarations. This Deductible will be used to satisfy the requirements of the Deductible in the Declarations.

3. No deductible applies to the following Additional Coverages:

- a. Fire Department Service Charge;
- b. Business Income;
- c. Extra Expense;
- d. Civil Authority; and
- e. Fire Extinguisher Systems Recharge Expense.

E. Property Loss Conditions

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an

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

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

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

3. Duties In The Event Of Loss Or Damage

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

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limits of Insurance of Section I – Property. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this

within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

(9) Resume all or part of your "operations" as quickly as possible.

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

4. Legal Action Against Us

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

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two years after the date on which the direct physical loss or damage occurred.

5. Loss Payment

In the event of loss or damage covered by this policy:

- a. At our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to Paragraph d.(1)(e) below.
- b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- c. We will not pay you more than your financial interest in the Covered Property.
- d. Except as provided in Paragraphs (2) through (7) below, we will determine the value of Covered Property as follows:
 - (1) At replacement cost without deduction for depreciation, subject to the following:
 - (a) If, at the time of loss, the Limit of Insurance on the lost or damaged property is 80% or more of the full replacement cost of the property immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the

least of the following amounts:

- (i) The Limit of Insurance under Section I – Property that applies to the lost or damaged property;
- (ii) The cost to replace, on the same premises, the lost or damaged property with other property:
 - i. Of comparable material and quality; and
 - ii. Used for the same purpose; or
- (iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

- (b) If, at the time of loss, the Limit of Insurance applicable to the lost or damaged property is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance that applies to the property:
 - (i) The actual cash value of the lost or damaged property; or
 - (ii) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement.
- (c) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.
- (d) We will not pay on a replacement cost basis for any loss or damage:
 - (i) Until the lost or damaged property is actually repaired or replaced; and
 - (ii) Unless the repairs or replacement are made as soon

as reasonably possible after the loss or damage.

However, if the cost to repair or replace the damaged building property is \$2,500 or less, we will settle the loss according to the provisions of Paragraphs **d.(1)(a)** and **d.(1)(b)** above whether or not the actual repair or replacement is complete.

- (e) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- (2) If the Actual Cash Value – Buildings option applies, as shown in the Declarations, Paragraph (1) above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.
- (3) The following property at actual cash value:
 - (a) Used or secondhand merchandise held in storage or for sale;
 - (b) Property of others. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance;
 - (c) Household contents, except personal property in apartments or rooms furnished by you as landlord;
 - (d) Manuscripts; and
 - (e) Works of art, antiques or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain and bric-a-brac.
- (4) Glass at the cost of replacement with safety glazing material if required by law.
- (5) Tenants' Improvements and Betterments at:
 - (a) Replacement cost if you make repairs promptly.
 - (b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (i) Multiply the original cost by the

number of days from the loss or damage to the expiration of the lease; and

- (ii) Divide the amount determined in (i) 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.

- (c) Nothing if others pay for repairs or replacement.
- (6) Applicable only to the Optional Coverages:
- (a) "Money" at its face value; and
 - (b) "Securities" at their value at the close of business on the day the loss is discovered.
- (7) Applicable only to Accounts Receivable:
- (a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:
 - (i) We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (ii) We will adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
 - (b) The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (i) The amount of the accounts for which there is no loss or damage;
 - (ii) The amount of the accounts that you are able to reestablish or collect;
 - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (iv) All unearned interest and service charges.
- e. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of

lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy; and
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.
- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limits of Insurance of Section I – Property.

7. Resumption Of Operations

We will reduce the amount of your:

- a. Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- b. Extra Expense loss to the extent you can return "operations" to normal and

discontinue such Extra Expense.

8. Vacancy

a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in Paragraphs (a) and (b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

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

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in Paragraphs (1)(a) through (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

F. Property General Conditions

1. Control Of Property

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

affect this insurance.

The breach of any condition of this Coverage Form 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.

2. Mortgageholders

a. The term "mortgageholder" includes trustee.

b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(1) Pays any premium due under this policy at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

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

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

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

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

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

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

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

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

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

3. No Benefit To Bailee

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

4. Policy Period, Coverage Territory

Under Section I – Property:

a. We cover loss or damage commencing:

- (1) During the policy period shown in the Declarations; and
- (2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.

b. The coverage territory is:

- (1) The United States of America (including its territories and possessions);
- (2) Puerto Rico; and
- (3) Canada.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages also apply. These coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below.

1. Outdoor Signs

a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:

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

b. Paragraph A.3., Covered Causes Of Loss, and Paragraph B., Exclusions in Section I – Property, do not apply to this Optional Coverage, except for:

- (1) Paragraph B.1.c., Governmental Action;
- (2) Paragraph B.1.d., Nuclear Hazard; and
- (3) Paragraph B.1.f., War And Military Action.

c. We will not pay for loss or damage caused by or resulting from:

- (1) Wear and tear;
- (2) Hidden or latent defect;
- (3) Rust;
- (4) Corrosion; or
- (5) Mechanical breakdown.

d. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Outdoor Signs shown in the Declarations.

e. The provisions of this Optional Coverage supersede all other references to outdoor signs in this policy.

2. Money And Securities

a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:

- (1) Theft, meaning any act of stealing;
- (2) Disappearance; or
- (3) Destruction.

b. In addition to the Limitations and Exclusions applicable to Section I – Property, we will not pay for loss:

- (1) Resulting from accounting or arithmetical errors or omissions;
- (2) Due to the giving or surrendering of property in any exchange or purchase; or
- (3) Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

c. The most we will pay for loss in any one occurrence is:

- (1) The limit shown in the Declarations for Inside the Premises for "money" and "securities" while:
 - (a) In or on the described premises; or
 - (b) Within a bank or savings institution; and
- (2) The limit shown in the Declarations for Outside the Premises for "money" and "securities" while anywhere else.

d. All loss:

- (1) Caused by one or more persons; or
 - (2) Involving a single act or series of related acts;
- is considered one occurrence.

e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

3. Employee Dishonesty

a. We will pay for direct loss of or damage to Business Personal Property and "money"

and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:

- (1) Cause you to sustain loss or damage; and also
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (a) Any employee; or
 - (b) Any other person or organization.
- b. We will not pay for loss or damage:
- (1) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
 - (2) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph a.), "managers" or directors:
 - (a) Whether acting alone or in collusion with other persons; or
 - (b) While performing services for you or otherwise.
 - (3) The only proof of which as to its existence or amount is:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
- c. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Employee Dishonesty shown in the Declarations.
- d. All loss or damage:
- (1) Caused by one or more persons; or
 - (2) Involving a single act or series of acts; is considered one occurrence.
- e. If any loss is covered:
- (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
- the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.
- We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of

premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- f. This Optional Coverage is cancelled as to any employee immediately upon discovery by:
- (1) You; or
 - (2) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;
- of any dishonest act committed by that employee before or after being hired by you.
- g. We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.
- h. If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Optional Coverage, provided:
- (1) This Optional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss or damage would have been covered by this Optional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- i. The insurance under Paragraph h. above is part of, not in addition to, the Limit of Insurance applying to this Optional Coverage and is limited to the lesser of the amount recoverable under:
- (1) This Optional Coverage as of its effective date; or
 - (2) The prior insurance had it remained in effect.
- j. With respect to the Employee Dishonesty Optional Coverage in Paragraph G.3., employee means:
- (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent

- employee as defined in Paragraph (1) above, who is on leave; or
- (b) To meet seasonal or short-term workload conditions;
- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
- (4) Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or
- (5) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee does not mean:

- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee.

4. Equipment Breakdown Protection Coverage

- a. We will pay for direct loss of or damage to Covered Property caused by or resulting from a mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment.

Mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment does not mean any:

- (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
- (2) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (3) Damage to any vacuum tube, gas tube, or brush; or
- (4) The functioning of any safety or protective device.
- b. Paragraphs A.4.a.(1) and A.4.a.(2), **Limitations**, do not apply to this Optional Coverage.
- c. With respect to the coverage provided by this Optional Coverage, the following exclusions in Paragraph B. **Exclusions** do not apply:

- (1) Paragraph B.2.a. **Electrical Apparatus**;
- (2) Paragraph B.2.d. **Steam Apparatus**; and
- (3) Paragraph B.2.i.(6) **Mechanical Breakdown**.

- d. With respect to the coverage provided by this Optional Coverage, Paragraph G.1.c.(5) of the **Outdoor Sign Optional Coverage** does not apply.
- e. If a dollar deductible is shown in the Declarations for this Optional Coverage, we will first subtract the applicable deductible amount from any loss we would otherwise pay. We will then pay the amount of loss in excess of the applicable deductible up to the applicable limit for this coverage.

If no optional deductible is chosen for this Optional Coverage, the Property Deductible shown in the Declarations applies.

- f. With respect to **Additional Coverages 5.f. Business Income** and **5.g. Extra Expense**, if the 72-hour time period in the definition of "period of restoration" (hereinafter referred to as time deductible) is amended for this Optional Coverage as shown in the Declarations, we will not pay for any Business Income loss that occurs during the consecutive number of hours shown as the time deductible in the Declarations immediately following a mechanical breakdown or electrical failure. If a time deductible is shown in days, each day shall mean 24 consecutive hours.

As respects the coverage provided by this Optional Coverage, any time deductible shown in the Declarations for Equipment Breakdown Protection Coverage supersedes any time deductible otherwise applicable to the Business Income coverage provided by this policy.

- g. With respect to the coverage provided by this Optional Coverage, Paragraph H. **Property Definitions** is amended as follows:

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" includes those used to operate production type machinery or equipment.

- h. Whenever any covered pressure, mechanical or electrical machinery and equipment is found to be in, or exposed to,

a dangerous condition, any of our representatives may suspend coverage provided by this Optional Coverage for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment.

However, coverage provided by this Optional Coverage may be reinstated for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment if the reasons for the suspension are found by any of our representatives to no longer exist.

We may suspend or reinstate this Optional coverage by mailing or delivering a written notification regarding the suspension or reinstatement to:

- (1) Your last known address; or
- (2) The address where the pressure, mechanical or electrical machinery and equipment is located.

This notification will indicate the effective date of the suspension or reinstatement.

If the coverage provided by this Optional Coverage is not reinstated, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

H. Property Definitions

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" does not include those used to operate production type machinery or equipment.

2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

3. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a "computer" or

device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data.

4. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
5. "Manager" means a person serving in a directorial capacity for a limited liability company.
6. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
7. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
8. "Operations" means your business activities occurring at the described premises.
9. "Period of restoration":
 - a. Means the period of time that:
 - (1) Begins:
 - (a) 72 hours 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 the described premises; and
 - (2) Ends on the earlier of:
 - (a) The date when the property at the described premises 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. Does not include any increased period required due to the enforcement of any ordinance or law that:
 - (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (2) 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".

10. "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.

11. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;but does not include "money".
12. "Specified causes of loss" means the following:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss of or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.
13. "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.
14. "Valuable papers and records" means inscribed, printed or written:
 - a. Documents;
 - b. Manuscripts; and
 - c. Records;

including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities".

SECTION II – LIABILITY

A. Coverages

1. Business Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. – Liability And Medical Expenses Limits Of Insurance in Section II – Liability; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph f. Coverage Extension – Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:
 - (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (b) The "bodily injury" or "property damage" occurs during the policy period; and
 - (c) Prior to the policy period, no insured listed under Paragraph C.1. Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any

continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- f. **Coverage Extension – Supplementary Payments**
 - (1) We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - (a) All expenses we incur.
 - (b) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (c) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to

furnish these bonds.

- (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- (e) All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- (f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the limit of liability.
- (2) If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - (a) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - (b) This insurance applies to such liability assumed by the insured;
 - (c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - (d) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - (e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - (f) The indemnitee:

- (i) Agrees in writing to:
 - i. Cooperate with us in the investigation, settlement or defense of the "suit";
 - ii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - iii. Notify any other insurer whose coverage is available to the indemnitee; and
 - iv. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (ii) Provides us with written authorization to:
 - i. Obtain records and other information related to the "suit"; and
 - ii. Conduct and control the defense of the indemnitee in such "suit".

(3) So long as the conditions in Paragraph (2) are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph B.1.b.(2) Exclusions in Section II – Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (a) We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
- (b) The conditions set forth above, or the terms of the agreement described in Paragraph (2)(f) above are no longer met.

2. Medical Expenses

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

(3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the Limits of Insurance of Section II – Liability. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

B. Exclusions

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal,

seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of,

"pollutants"; or

- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a

compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

- (b) The operation of any of the following machinery or equipment:
 - (i) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (ii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" caused by the rendering or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;

- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Body piercing services; and
- (9) Services in the practice of pharmacy.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or failure to render of any professional service.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to

you for a period of seven or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Paragraph D. Liability And Medical Expenses Limit Of Insurance in Section II – Liability.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

i. Damage To Your Product

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

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
 - (2) "Your work"; or
 - (3) "Impaired property";
- if such product, work or property is

withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (5) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (6) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (7) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (8) Committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of websites for others; or
 - (c) An Internet search, access, content or service provider.However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under Paragraph F. Liability And Medical Expenses Definitions.
For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.
- (9) Arising out of the actual, alleged or

threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;

- (10) With respect to any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of, "pollutants".
- (11) Arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control;
- (12) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".
- However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.
- (13) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process,

store, retrieve or send data.

r. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c., d., e., f., g., h., i., k., l., m., n. and o. in Section II – Liability do not apply to damage by fire to premises while rented to you, or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph D. Liability And Medical Expenses Limits of Insurance in Section II – Liability.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. To any insured, except "volunteer workers".
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while practicing, instructing or participating in any physical

exercises or games, sports or athletic contests.

- f. Included within the "products-completed operations hazard".
- g. Excluded under Business Liability Coverage.

3. Applicable To Both Business Liability Coverage And Medical Expenses Coverage – Nuclear Energy Liability Exclusion

This insurance does not apply:

- a. Under Business Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- b. Under Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- c. Under Business Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:
 - (1) The "nuclear material":
 - (a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (b) Has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed,

stored, transported or disposed of by or on behalf of an insured; or

- (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- d. As used in this exclusion:
 - (1) "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (2) "Hazardous properties" include radioactive, toxic or explosive properties;
 - (3) "Nuclear facility" means:
 - (a) Any "nuclear reactor";
 - (b) Any equipment or device designed or used for:
 - (i) Separating the isotopes of uranium or plutonium;
 - (ii) Processing or utilizing "spent fuel"; or
 - (iii) Handling, processing or packaging "waste";
 - (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
 - (4) "Nuclear material" means "source material", "special nuclear material" or "by-product material";
 - (5) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of

fissionable material;

- (6) "Property damage" includes all forms of radioactive contamination of property;
- (7) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (8) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (9) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- (10) "Waste" means any waste material:
 - (a) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 - (b) Resulting from the operation by any person or organization of any "nuclear facility" included under Paragraphs (a) and (b) of the definition of "nuclear facility".

C. Who Is An Insured

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of

your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b); or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. Liability And Medical Expenses Limits Of Insurance

- 1. The Limits of Insurance of Section II – Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

- 2. The most we will pay for the sum of all damages because of all:

- a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and
- b. "Personal and advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

- 3. The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

4. Aggregate Limits

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b. All:
 - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Plus medical expenses;

- (3) Plus all "personal and advertising injury" caused by offenses committed; is twice the Liability and Medical Expenses limit.

Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of Section II – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. Liability And Medical Expenses General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

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

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

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

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance of Section II – Liability, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

F. Liability And Medical Expenses Definitions

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer

designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph a. above;

(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
- (2) Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the

insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection or engineering services.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for

purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis,

chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

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

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or

other property rented to or located for the use of others but not sold.

22. "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

**SECTION III – COMMON POLICY CONDITIONS
(APPLICABLE TO SECTION I – PROPERTY AND
SECTION II – LIABILITY)**

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. Five days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy;
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.
Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
 - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started, and
 - (b) Have not been contracted for, within 30 days of initial payment of loss.
 - (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
 - (4) Fixed and salvageable items have been or are being removed from the building

and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

- (a)** Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
- (b)** Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

c. 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. 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:

- 1.** This policy;
- 2.** The Covered Property;
- 3.** Your interest in the Covered Property; or
- 4.** A claim under this policy.

D. 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.

E. 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 and 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.

F. 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.

G. Liberalization

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

H. Other Insurance

1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance of Section I – Property.

2. Business Liability Coverage is excess over:

- a.** Any other insurance that insures for direct physical loss or damage; or

- b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. 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.
2. 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.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the

advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

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

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers. This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exclusion is added to Paragraph B.1. Exclusions – Applicable To Business Liability Coverage in Section II – Liability:

This insurance does not apply to "bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion Of Certified Acts Of Terrorism

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph B.2.) applies to property located in the following state(s):

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

A. The following provisions are added to the Businessowners Policy and apply to Property and Liability Coverages:

1. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

B. The following provisions are added to Businessowners Standard Property Coverage Form **BP 00 01**, Businessowners Special Property Coverage Form **BP 00 02** or **Section I – Property** of Businessowners Coverage Form **BP 00 03**:

1. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph B.1. applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Additional Coverages.

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

C. The following provision is added to the Businessowners Liability Coverage Form BP 00 06 or Section II – Liability of the Businessowners Coverage Form BP 00 03:

1. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

2. The following definition is added:

For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

New York – Exclusion Of Loss Due To Virus Or Bacteria

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under **Section I – Property** in all forms and endorsements that comprise this Businessowners Policy, except as provided in Paragraph **C.** This includes but is not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
- C.** However, the exclusion in Paragraph **B.** does not apply to the following:
 - 1. Loss or damage caused by or resulting from fungus. Such loss or damage is addressed in a separate exclusion in this Businessowners Policy; or
 - 2. Coverage otherwise provided under Food Contamination Endorsement **BP 04 31** (if that endorsement is attached to this Businessowners Policy); or
 - 3. Coverage otherwise provided under the Food Contamination Additional Coverage in New York – Restaurants Endorsement **BP 07 82** (if that endorsement is attached to this Businessowners Policy).
- D.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Businessowners Policy.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Actual Cash Value Definition

It is agreed the following is added to **SECTION I – PROPERTY; H. Property Definitions:**

“Actual Cash Value” means replacement cost less depreciation.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

ABSOLUTE POLLUTION EXCLUSION – PROPERTY AND LIABILITY

SECTION I – PROPERTY; 5. Additional Coverages; h. Pollutant Clean Up And Removal is deleted in its entirety.

SECTION I – PROPERTY; B. Exclusions; 2.j. Pollution is deleted in its entirety and replaced with the following:

j. Pollution

We will not pay for loss or damage caused by, resulting or arising from:

- (1) Direct physical loss of or damage to Covered Property;
- (2) Expense to remove debris of Covered Property;
- (3) Actual loss of Business Income you sustain due to the necessary suspension of your “operations” during the “period of restoration”;
- (4) Extra expense you incur during the “period of restoration”;
- (5) Damages for the devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space;
- (6) Loss, cost or expense, including but not limited to fines and penalties, arising out of any governmental direction or request, or any private party or citizen action, that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “pollutants”; or
- (7) Litigation or administrative procedure in which an insured may be involved as a party;

arising directly, indirectly, or in concurrence, or in any sequence out of actual, alleged or threatened existence, discharge, dispersal, release or escape of “pollutants”, whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

This exclusion does not apply to loss or damage caused by, resulting or arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (1) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of “waste”; or
- (2) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, “pollutants”.

“Hostile fire” means one which becomes uncontrollable or breaks out from where it was intended to be.

SECTION II – LIABILITY; B. Exclusions; 1. Applicable To Business Liability Coverage;
f. Pollution is deleted in its entirety and replaced with the following:

f. Pollution

- (1) “Bodily injury” or “property damage”; or
- (2) Diminishing or lessening in value of property or for damages from the taking, use or acquisition or interference with the rights of others in property or air space; or
- (3) Loss, cost or expense, including but not limited to payment for investigation or defense, fines and penalties, arising out of any governmental or any private party action, that an insured or any other party test for, monitor, clean up, remove, contain, mitigate, treat, detoxify or neutralize or in any way respond to or assess the actual or alleged effects of “pollutants”

arising directly, indirectly, in concurrence with or in any sequence out of the actual, alleged or threatened presence of or exposure to, ingestion, inhalation, absorption, contact with discharge, dispersal, seepage, release or escape of “pollutants” whether or not any of the foregoing are (1) gradual in nature; (2) intentional; or (3) expected or intended from the standpoint of the insured.

This exclusion applies even if the “pollutant” function in, or is used by you in your business, operations, premises, site or location.

This exclusion does not apply to “bodily injury” or “property damage” arising out of heat, smoke or fumes from a “hostile fire” unless that “hostile fire” occurred or originated:

- (1) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of “waste”; or
- (2) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, “pollutants”.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION – FIDUCIARY LIABILITY AND FINANCIAL SERVICES

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, items cc. and dd. are added as follows:

- cc. This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” resulting from the rendering of or the failure to render financial services by any insured for other persons or organizations. For the purpose of this exclusion, financial services include but are not limited to:
- (1) Planning, administering or advising on:
 - (a) Any: investment, pension, annuity, savings, checking, or individual retirement plan, fund or account;
 - (b) The issuance or withdrawal of any bond, debenture, stock or other securities;
 - (c) The trading of securities, commodities or currencies; or
 - (d) Any acquisitions or mergers;
 - (2) Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;
 - (3) Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;
 - (4) Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;
 - (5) Checking or reporting of credit;
 - (6) Maintaining of financial accounts or records;
 - (7) Tax planning, tax advising or the preparation of tax returns; or
 - (8) Selling or issuing travelers checks, letters of credit, certified checks, bank checks or money orders.
- dd. This insurance does not apply to “bodily injury”, “property damage”, or “personal injury and advertising injury” arising out of the ownership, maintenance or use, including all related operations, of property for which you are acting in a fiduciary or representative capacity.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

ABSOLUTE LEAD EXCLUSION

SECTION II – LIABILITY; B. Exclusions; 1. Applicable To Business Liability Coverage;
is amended by adding the following:

LEAD

- (1) "Bodily injury" or "property damage";
- (2) Diminishing or lessening in value of property or for damages from the taking, use or acquisition or interference with the rights of others in property or air space; or
- (3) Loss, cost or expense, including but not limited to payment for investigation or defense, fines and penalties, arising out of any governmental or any private party action, that an insured or any other party test for, monitor, clean up, remove, contain, mitigate, treat, detoxify or neutralize or in any way respond to or assess the actual or alleged effects of lead;

arising directly, indirectly, in concurrence with or in any sequence out of the actual, alleged or threatened presence of or exposure to, ingestion, inhalation, absorption, contact with discharge, dispersal, seepage, release or escape of lead, whether or not any of the foregoing are (1) sudden, accidental or gradual in nature; (2) intentional; or (3) expected or intended from the standpoint of the insured.

This exclusion only applies if the insured structure(s) was built prior to 1980 and has a significant potential for lead loss exposure and has not undergone lead abatement.

This exclusion applies even if the lead has a function in, or is used by you in your business, operations, premises, site or location.

This exclusion does not apply to loss or expense arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (1) At the premises, site or location which is or was at any time used by or for any insured or others for the handling, storage disposal, processing or treatment of "waste", or
- (2) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of lead.

"Hostile fire" means a fire, which becomes uncontrollable or breaks out from where it was intended to be.

"Waste" means any property intended to be disposed, recycled, reused or reclaimed by the owner or user thereof.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

LEAD CONTAMINATION EXCLUSION

SECTION I – PROPERTY; B. Exclusions; is amended by adding the following:

LEAD

We will not pay for loss or damage caused by, resulting or arising from:

- (1) Direct physical loss of or damage to Covered Property;
- (2) Expense to remove debris of Covered Property;
- (3) Loss of Business Income you sustain due to the necessary suspension of your “operations” during the “period of restoration”;
- (4) Extra expense you incur during the “period of restoration”;
- (5) Damages for the devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space;
- (6) Loss, cost or expense, including but not limited to fines or penalties, arising out of any governmental direction or request, or any private party or citizen action, that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize lead; or
- (7) Litigation or administrative procedure in which an insured may be involved as a party; arising directly, indirectly, or in concurrence, or in any sequence out of actual, alleged or threatened existence, discharge, dispersal, release or escape of lead, whether or not such actual, alleged or threatened existence, discharge, release or escape is sudden, accidental or gradual in nature or expected or intended from the standpoint of any insured.

This exclusion applies even if lead has a function in, or is used by you in your business, “operations”, premises, site or location.

This exclusion does not apply to loss or expense arising out of heat, smoke or fumes from a “hostile fire” unless that “hostile fire” occurred or originated:

- (1) At the premises, site or location which is or was at any time used by or for any insured or others for the handling, storage disposal, processing or treatment of “waste”, or
- (2) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of lead.

“Hostile fire” means a fire, which becomes uncontrollable or breaks out from where it was intended to be.

“Waste” means any property intended to be disposed, recycled, reused or reclaimed by the owner or user thereof.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Absolute Silica Exclusion

SECTION II – LIABILITY; 1. Applicable To Business Liability Coverage; B. Exclusions; is amended by adding the following:

SILICA

- (1) “Bodily injury” or “property damage”;
- (2) Diminishing or lessening in value of property or for damages from the taking, use or acquisition or interference with the rights of others in property or air space; or
- (3) Loss, cost or expense, including but not limited to payment for investigation or defense, fines and penalties, arising out of any governmental or private party action, that an insured or any other party test for, monitor, clean up, remove, contain, mitigate, treat, detoxify or neutralize or in anyway respond to or assess the actual or alleged effects of “silica”

arising directly, indirectly, in concurrence with or in any sequence out of the actual, alleged or threatened exposure to, ingestion, inhalation, absorption, contact with discharge, dispersal, seepage, release or escape of “silica” known or suspected as being a health hazard, whether or not any of the foregoing are (1) sudden, accidental or gradual in nature; (2) intentional; or (3) expected or intended from the standpoint of the insured.

This exclusion applies even if the “silica” has a function in, or is used by you in your business, operations, premises, site or location.

This exclusion does not apply to loss or expense arising out of heat, smoke or fumes from a “hostile fire” unless that “hostile fire” occurred or originated:

- (1) At the premises, site or location which is or was at any time used by or for any insured or others for the handling, storage disposal, processing or treatment of “waste”, or
- (2) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of “silica”.

“Hostile fire” means a fire, which becomes uncontrollable or breaks out from where it was intended to be.

“Silica” means silica in any form known or suspected as being a health hazard, and any of its derivatives, including but not limited to silica dust, silicon dioxide, crystalline silica, quartz, or non-crystalline (amorphous) silica.

“Waste” means any property intended to be disposed, recycled, reused or reclaimed by the owner or user thereof.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

ABSOLUTE ASBESTOS EXCLUSION

SECTION II – LIABILITY; B. Exclusions; 1. Applicable To Business Liability Coverage is amended by adding the following:

ASBESTOS

- (1) “Bodily injury” or “property damage”; or
- (2) Diminishing or lessening in value of property or for damages from the taking, use or acquisition or interference with the rights of others in property or air space; or
- (3) Loss, cost or expense, including but not limited to payment for investigation or defense, fines and penalties, arising out of any governmental or any private party action, that an insured or any other party test for, monitor, clean up, remove, contain, mitigate, treat, detoxify or neutralize or in any way respond to or assess the actual or alleged effects of asbestos

arising directly, indirectly, in concurrence with or in any sequence out of the actual, alleged or threatened presence of or exposure to, ingestion, inhalation, absorption, contact with discharge, dispersal, seepage, release or escape of asbestos whether or not any of the foregoing are: (1) sudden, accidental or gradual in nature; (2) intentional; or (3) expected or intended from the standpoint of the insured.

This exclusion applies even if the asbestos has a function in, or is used by you in your business, operations, premises, site or location.

This exclusion does not apply to loss or expense arising out of heat, smoke or fumes from a “hostile fire” unless that “hostile fire” occurred or originated:

- (1) At the premises, site or location which is or was at any time used by or for any insured or others for the handling, storage disposal, processing or treatment of “waste”, or
- (2) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of asbestos.

“Hostile fire” means a fire, which becomes uncontrollable or breaks out from where it was intended to be.

“Waste” means any property intended to be disposed, recycled, reused or reclaimed by the owner or user thereof.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

ASBESTOS MATERIAL EXCLUSION

SECTION I – PROPERTY; B. Exclusions; is amended by adding the following:

The following supersedes and replaces any provisions of this policy to the contrary. This policy does not insure against loss or expense, including but not limited to the cost of defense for:

- (1) direct physical loss of or damage to Covered Property;
- (2) expense to remove debris of Covered Property;
- (3) any actual loss of Business Income you sustain due to the necessary suspension of your “operations” during the “period of restoration”;
- (4) any extra expense you incur during the “period of restoration”;
- (5) damages for the devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space;
- (6) any loss, cost or expense, including but not limited to fines or penalties, arising out of any governmental direction or request, or any private party or citizen action, that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize asbestos; or
- (7) any litigation or administrative procedure in which an insured may be involved as a party;

arising directly, indirectly, or in concurrence, or in any sequence out of actual, alleged or threatened existence, discharge, dispersal, release or escape of asbestos, whether or not such actual, alleged or threatened existence, discharge, release or escape is sudden, accidental or gradual in nature or expected or intended from the standpoint of any insured.

This exclusion applies even if asbestos has a function in, or is used by you in your business, “operations”, premises, site or location.

This exclusion does not apply to loss or expense arising out of heat, smoke or fumes from a “hostile fire” unless that “hostile fire” occurred or originated:

- (1) At the premises, site or location which is or was at any time used by or for any insured or others for the handling, storage disposal, processing or treatment of “waste”, or
- (2) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of asbestos.

“Hostile fire” means a fire, which becomes uncontrollable or breaks out from where it was intended to be.

"Waste" means any property intended to be disposed, recycled, reused or reclaimed by the owner or user thereof.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**PROTECTIVE DEVICES OR SERVICES PROVISIONS
SCHEDULE**

Premises Number	Building Number	Symbol	Description of Protective Safeguard
ALL	ALL	P-6	All electric is on functioning and operational circuit breakers
ALL	ALL	P-5	Functioning and operational smoke/heat detectors in all units or occupancies

The following is added to the policy:

A. Protective Safeguards

1. You are required to have and maintain the protective devices or services listed in the Schedule above.
2. The protective safeguards to which this endorsement applies are identified by the following symbols:

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

Automatic Sprinkler System means:

- 1) Any automatic fire protective or extinguishing system, including connected:

- a) Sprinklers and discharge nozzles;
- b) Ducts, pipes, valves and fittings;
- c) Tanks, their components parts and supports; and
- d) Pumps and private fire protection mains.

- 2) When supplied from an automatic fire protective system:

- a) Non-automatic fire protective systems; and
- b) Hydrants, standpipes and outlets.

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

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

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

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

- e. **"P-5"** Functioning and operational smoke/heat detectors in all units or occupancies.

- f. **"P-6"** All Electrical in on functioning and operational circuit breakers.

- g. **"P-7"** Functioning and operational central station burglar alarm with a monitoring contract.

- h. **"P-8"** Functioning and operational surge protectors on all computer and audio-video equipment.

- i. **"P-9"** Refrigeration maintenance contract on all refrigeration equipment.

- j. **"P-10"** Functioning and operational automatic fire suppression system per NFPA #96 on all cooking equipment.

- k. **“P-15”** Any item on a display rack with a sales price of \$250 or more must be affixed with a security sensor or must be chained and locked to a rack.
- l. **“P-16”** The building is protected from lightning with an approved NFPA 780 installation.
- m. **“P-17”** Flammable liquids must be stored in NFPA #30 approved cabinets.
- n. **“P-18”** No smoking signs must be posted and enforced.
- o. **“P-21”** The protective system described in the schedule.

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

With respects to **“P-1”**, **“P-2”**, **“P-3”**, **“P-4”**, **“P-5”**, **“P-6”**, **“P-8”**, **“P-10”**, **“P-16”**, **“P-17”**, and **“P-18”**, we will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

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

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

With respect to **“P-3”**, **“P-7”** and **“P-15”**, we will not pay for loss or damage caused by or resulting from vandalism, burglary, theft or any other act of stealing if, prior to the vandalism, burglary, theft or any other act of stealing, you:

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

With respect to **“P-6”** and **“P-8”** we will not pay for loss or damage caused by or resulting from “equipment breakdown”, electrical disturbance or expediting expenses as a result of an electrical disturbance if, prior to the “equipment breakdown” you:

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

With respect to **“P-9”** we will not pay for loss or damage caused by or resulting from “equipment breakdown”, spoilage or expediting expenses as a result of spoilage if, prior to the “equipment breakdown” you:

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

With respect to **“P-21”** we will not pay for loss or damage caused by or resulting from fire, vandalism, burglary, theft or any other act of stealing, “equipment breakdown”, electrical disturbance or expediting expenses as a result of an electrical disturbance, “equipment breakdown”, spoilage or expediting expenses as a result of spoilage, as applicable, if you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or

- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

BUSINESS INCOME AND EXTRA EXPENSE LIMIT

It is agreed that under the SECTION I – PROPERTY; A. Coverage; 5. Additional Coverages; f. Business Income; (4) “This Additional Coverage is not subject to the Limits of Insurance of SECTION I – PROPERTY.” is deleted in its entirety and replaced with the following:

(4) The most we will pay under the Business Income additional coverages is the Limit of Insurance which will be shown in the DECLARATIONS or EXTENSION OF DECLARATIONS.”

It is agreed that under the SECTION I – PROPERTY; A. Coverage; 5. Additional Coverages; g. Extra Expense; (4) “We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance of SECTION I – PROPERTY.” is deleted in its entirety and replaced with the following:

(4) We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. The most we will pay under the Extra Expense additional coverages is the Limit of Insurance which will be shown in the DECLARATIONS or EXTENSION OF DECLARATIONS.”

The limit shown for Business Income and Extra Expense on the DECLARATIONS or EXTENSION OF DECLARATIONS is the total limit for both additional coverages.

All other terms and conditions of this **Policy** remain unchanged. This endorsement is a part of your **Policy** and takes effect on the effective date of your **Policy** unless another effective date is shown.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – Limited Bodily Injury Exception Not Included

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A. Exclusion B.1.q. of Section II – Liability is replaced by the following:

This insurance does not apply to:

q. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

- (1)** Damages, other than damages because of "personal and advertising injury", arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

B. The following is added to Paragraph B.1.p. Personal And Advertising Injury Exclusion of Section II – Liability:

This insurance does not apply to:

p. Personal And Advertising Injury

"Personal and advertising injury":

Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SEPARATION OF INSUREDS CLARIFICATION ENDORSEMENT

It is agreed:

SECTION II – LIABILITY; E. Liability And Medical Expenses General Conditions; 4. Separation Of Insureds is deleted in its entirety and replaced with the following:

4. Separation of Insureds

The Limits of Insurance of **Section II – Liability** applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or “suit” is brought, but nothing in this endorsement shall serve to increase the Limits of Insurance beyond the Per occurrence, per person, per premises, per common cause, aggregate or any similar limit stipulated in the Declarations.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION – SPECIFIC ACTIVITIES, EVENTS OR CONDITIONS OR OVER 2,500 PEOPLE

This policy does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, medical expenses or “damages” directly or indirectly arising out of, resulting from or in consequence of any insured’s sponsorship, organization, operation or involvement, directly or indirectly, in any:

- I. Activity, event or condition involving any of the following:
 - a. Hay rides or animal-driven rides of any kind;
 - b. Airplane, helicopter or balloon shows, rides or demonstrations;
 - c. Boating, fishing, surfing, water skiing, jet skiing, wave running, water tubing, ice skating, snow skiing, snowboarding, snow tubing and other activities or events on water or snow;
 - d. Extreme sports including but not limited to bungee jumping, base jumping, sky diving, hang gliding, zip lining or any other similar sports;
 - e. Bonfires, camp fires or open fires;
 - f. Outdoor camping with or without the use of tents;
 - g. Swimming and other activities in bodies of water other than guarded public pools;
 - h. Carnivals;
 - i. Circuses;
 - j. Haunted attractions, corn mazes and similar activities;
 - k. Mechanical rides/devices or water parks;
 - l. All-terrain vehicle or snowmobile or any other motor vehicle races, competitions, demonstrations or shows, including mud bogs;
 - m. Heavy metal, hard rock, rap or hip-hop concerts;
 - n. Parades in which objects of any kind are thrown or launched to spectators;
 - o. Political rallies, protests or demonstrations;
 - p. Rodeos; or
 - q. Pub crawls, bar tours, wine walks or similar events in which attendees consume alcoholic beverages at multiple establishments in a single day or night.

- II. Activity, event or condition including but not limited to those listed above with attendance that exceeds two thousand five hundred (2,500) people.

However, coverage is provided for any insured’s attendance and/or participation in the above activities, events or conditions so long as any insured does not sponsor, organize or operate same.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION - INJURY TO PERFORMERS OR ENTERTAINERS

This insurance does not apply to:

- (A) "Bodily injury", medical expenses or "personal and advertising injury" to any performer or entertainer for which any insured may be held liable in any capacity; or
- (B) Any obligation of the insured to indemnify or contribute with another because of damages arising out of the "bodily injury", medical expenses or "personal and advertising injury" as a consequence of (A) above; or
- (C) "Bodily injury", medical expenses or "personal and advertising injury" sustained by the spouse, child, parent, brother or sister of a performer or entertainer of any insured as a consequence of "bodily injury" or "personal and advertising injury" to such performer or entertainer.

This exclusion applies to all claims and "suits" by any person or organization for damages because of such "bodily injury", medical expenses or "personal and advertising injury" including damages for care and loss of services.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

It is agreed:

SECTION II – LIABILITY; B. EXCLUSIONS; 1. c. Liquor Liability is deleted in its entirety and replaced with the following:

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Actual or alleged violation of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured ; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

if the "occurrence" which caused the "bodily injury" or "property damage", arises or results, directly or indirectly from Paragraph (1), or (2) or (3) above.

However, this exclusion applies only if:

- (1) An insured is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages; or
- (2) An insured sells or serves, or furnishes alcoholic beverages in exchange for a charge, fee or donation of any kind; or
- (3) An insured permits a person to bring alcoholic beverages for consumption on any insured's premises or at any insured's event in exchange for a charge, fee or donation of any kind.

All other terms and conditions of this policy remain the same. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY - NEW YORK

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE

Coverage	Additional Premium
Hired Auto Liability	
Non-Owned Auto Liability	
<p>A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the schedule.</p> <p>1. Hired Auto Liability The insurance provided under the Businessowners Liability Coverage Form, Paragraph A.1. Business Liability, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.</p> <p>2. Non-Owned Auto Liability The insurance provided under the Businessowners Liability Coverage Form, Paragraph A.1. Business Liability, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person other than you.</p> <p>B. For insurance provided by this endorsement only:</p> <p>1. The exclusions, under the Businessowners Liability Coverage Form, Paragraph B.1. Applicable To Business Liability Coverages, other than Exclusions a., b., d., f. and i. are deleted and replaced by the following:</p> <p>a. "Bodily injury" to an "employee " of the insured arising out of and in the course of: (1) Employment by the insured; or (2) Performing duties related to the conduct of the insured's business. But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".</p>	<p>b. "Property damage" to: (1) Property owned or being transported by, or rented or loaned to the insured; or (2) Property in the care, custody or control of the insured.</p> <p>2. Who Is An Insured in the Businessowners Liability Coverage Form, Paragraph C. is replaced by the following: Each of the following is an insured under this endorsement to the extent set forth below:</p> <p>a. You;</p> <p>b. Any other person using a "hired auto" with your permission;</p> <p>c. For a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business; and</p> <p>d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above. None of the following is an insured: (1) Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment; (2) Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;</p>

- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - (4) The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
 - (5) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- 3. This insurance does not apply: If you regularly deliver the good or products which you are in the business of selling, "Bodily Injury" or "Property Damage" arising out of the delivery of those goods or products.
 - 4. This insurance does not apply: If you deliver any goods or products for a charge, "Bodily Injury" or "Property Damage" arising out of the delivery of those goods or products.

C. The following additional definitions apply:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos"
- 2. "Hired Auto" means any "auto" you lease, hire or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees or members of their households, or from any partner or "executive officer" of yours. This DOES NOT include any "Auto" you lease for a period of more than 30 consecutive days.
- 3. "Non-Owned Auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

MOLESTATION OR ABUSE EXCLUSION

The following applies to **SECTION II – LIABILITY** and supersedes any provision to the contrary:

This insurance does not apply to any injury sustained by any person arising out of or resulting from any alleged, threatened or actual molestation or abuse by:

- i. Any insured; or
- ii. Any “employee” of any insured; or
- iii. Any “volunteer worker” or “temporary worker”; or
- iv. Any other person.

We shall not have any duty to defend any “suit” against any insured seeking damages on account of any such injury.

This exclusion applies to all injury sustained by any person, including emotional distress, arising out of molestation or abuse whether alleged, threatened or actual including but not limited to molestation or abuse arising out of your negligence or other wrongdoing with respect to:

- a. Hiring, placement, employment, training, supervision or retention of a person for whom any insured is or ever was legally responsible, or
- b. Investigation or reporting any molestation or abuse to the proper authorities, or failure to so report, or the failure to protect any person while that person was in the insured’s care custody or control.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

CYBER INCIDENT EXCLUSION – NEW YORK

Section I – Property is amended as follows:

A. The following exclusion is added to Paragraph B. Exclusion:

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

Cyber Incident

1. Unauthorized access to or use of any computer system (including “electronic data”)
2. Malicious code, virus, or any other harmful code that is direct 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 prevent or restrict access to or the use of any part 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.

B. Exceptions and Limitations

1. Fire or Explosion
If a cyber incident as described in Paragraphs A.1. through A.3 of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.
2. Additional Coverage
The exclusion in Paragraph A. does not apply to the extent that coverage is provided in the:
 - a. Additional Coverage – Electronic Data; or
 - b. Additional Coverage – Interruption of Computer Operations.
3. Computer Fraud and Funds Transfer Fraud Endorsement
The exclusion in Paragraph A. does not apply to the Computer Fraud and Funds Transfer Fraud endorsement when attached to your policy.

4. Electronic Commerce Endorsement

The exclusion in Paragraph A. does not apply to the Electronic Commerce (E-Commerce) endorsement when attached to your policy.

C. Vandalism

The following is added to Vandalism

Vandalism does not include a cyber incident as described in Paragraph A.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

ANIMAL EXCLUSION

It is agreed:

This policy does not insure against injury, damage, loss or expense, including but not limited to the cost of defense, arising out of or resulting, directly or indirectly, from the ownership, care, custody or control of the following animals by any **insured** of:

1. The following types of dogs:

American Staffordshire Terriers, American Pit Bull Terriers, or Staffordshire Bull Terriers, all commonly known as Pit Bulls;
Doberman Pinschers;
Rottweiler's;
Chows; or
Presa Canario

2. The following types of animals:

Wolves, Coyotes, Foxes, Lions, Leopards or similar types of wild animals that are not intended for domestication;

3. Any mixed breed, native or exotic, of the type of animals described in items 1. or 2., above.

However, this exclusion does not apply to seeing eye dogs, hearing dog or dogs trained to assist the physically challenged.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Exclusion - Athletic Activity Or Sport Participants

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, is amended with the addition of the following:

Athletic Activity or Sport Participants

"Bodily injury" to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION FOR BLEACHER COLLAPSE

It is agreed that **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses or cost of defense caused by or arising out of the collapse of any bleacher, grandstand, benches, boxes or other seating structures, whether or not such collapse is a partial or total collapse.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION FOR MECHANICAL RIDES

It is agreed that **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses and cost of defense caused by or arising out of the operation, maintenance, existence or use of any mechanical ride or riding device.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

EXPANDED DEFINITION OF BODILY INJURY

The Definition of "bodily injury" is removed in its entirety and replaced with the following:

1. "Bodily injury" means:
 - a. bodily injury,
 - b. sickness,
 - c. disease; or
 - d. mental anguish or emotional distress arising out of a., b., or c., above,

sustained by a person, including death resulting from any of these at any time.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

WHO IS AN INSURED CLARIFICATION ENDORSEMENT

Throughout this policy, with the exception of **SECTION II – LIABILITY; C. Who Is An Insured**; when the word “insured(s)” is used it shall mean “any insured(s)”.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**EXCLUSION FOR CLIMBING, REBOUNDED AND
INTERACTIVE GAMES AND DEVICES**

It is agreed that **SECTION II – Liability, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses including damages for care and loss of services and cost of defense:
 - (1) Arising from the ownership, maintenance, operation, sponsorship, set-up or take-down or other use of:
 - (a) Rock climbing walls, Velcro walls and similar scaling devices; Gymnastic equipment;
 - (b) Trampolines and similar rebounding devices
 - (c) “Moon Bounces”, “Moon Walks”, “Space Walks”, and similar inflatable games and devices;
 - (d) Laser tag, bungee jumping, sumo wrestling, human spheres, water slides and similar interactive games and devices;
 - (e) Advertising balloons, rooftop balloons, helium blimps, and similar devices
- by any insured or by any person for which any insured may be held liable in any capacity.
- b. Any obligation for any insured to indemnify, defend or contribute jointly or severally with another because of “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses arising from any of the activities specified in a.(1), above.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**EXCLUSION FOR FIREARMS, FIREWORKS AND OTHER
PYROTECHNIC DEVICES**

It is agreed that **SECTION II – Liability, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses including damages for care and loss of services and cost of defense:
 - (1) Arising from the ownership, maintenance, operation, sponsorship, set-up or take-down or other use of:
 - (a) Firearms, including handguns, revolvers, pistols, rifles, shotguns, air guns, semi-automatic weapons and similar devices:
 - (b) Fireworks, including firecrackers, roman candles, pinwheels, skyrockets, ground displays, flares, smoke bombs and similar devices that produce, when ignited or activated, sound, smoke, motion or a combination of these;
- by any insured or by any person for which any insured may be held liable in any capacity.
- b. Any obligation of any insured to indemnify, defend or contribute jointly or severably with another because of “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses arising from any of the activities specified in a.(1), above.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**EXCLUSION FOR EVENT VENDOR/EXHIBITOR &
CONTRACTOR**

It is agreed that **SECTION II – Liability, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. Any claim, demand or “suit” arising out of the activities or operations of a person or entity participating as a vendor, exhibitor, performer or other capacity in an event hosted, sponsored or coordinated by any insured.
- b. Any claim, demand or “suit” arising out of the operations performed for any insured by any contractor or independent contractor or acts or omissions of any insured in the selection and retention of any contractor or independent contractor or acts or omissions or any insured in connection with the general supervision of such operations.

This exclusion does not apply to the expense related to investigation or defense of any claim, demand or “suit” against any insured under paragraphs a. and b. above.

This exclusion does not apply to any claim, demand or “suit” arising out of the activities or operations of any insured participating as a vendor, exhibitor or other capacity in an event not hosted, sponsored or coordinated by the insured named on the declarations.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

Coverage part a. Non profit directors and officers liability

NOTICE: This is a Claims Made Policy. This Policy only covers those **Claims** first made against the **Insured** during the **Policy Period** or Extended Reporting Period, if purchased. **Defense Costs** shall be applied against the **RETENTION**.

In consideration of the payment of the premium and reliance upon all statements made and information furnished to the **Company**, including the statements made in the **Application** and all attachments and materials submitted therewith, and subject to all the provisions of this Policy, the **Company** agrees as follows:

I. INSURING AGREEMENT

- A. The **Company** will pay on behalf of the **Insured**, **Loss** in excess of the Retention subject to the co-insurance provisions and not exceeding the Limit of Liability for which this Coverage Part applies that the **Insured** shall become legally obligated to pay because of **Claims** first made against the **Insured** during the **Policy Period** or during the Extended Reporting Period, if applicable, for **Wrongful Acts** arising solely out of an **Insured's** duties on behalf of the **Organization**.
- B. The **Company** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of the **Claim** are groundless, false, or fraudulent.

II. FULL PRIOR ACTS COVERAGE PROVISION

Coverage shall apply to any **Claim** made against the **Insured** for **Wrongful Acts** arising solely out of the **Insured's** duties on behalf of the **Organization** committed prior to the expiration date of this Policy, or the effective date of cancellation or non renewal of this Policy, provided that the **Claim** is first made during the **Policy Period**, or the Extended Reporting Period, if applicable.

However, coverage shall not apply to any **Claim** based upon or arising out of any **Wrongful Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the **Application** had knowledge, or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of:

- A. The inception date of this Policy; or
- B. The inception date of the first Policy of this type the **Company** has issued to the **Parent Organization**, provided that the **Company** has written continuous coverage for the **Parent**

Organization from such date to the inception date of this Policy.

III. DEFINITIONS

A. "Application" means:

- (1) An application and any material submitted for this Policy and
- (2) An application(s), including any material submitted, for all previous Policies issued by the **Company** providing continuous coverage until the inception date of this Policy.

The content of (1) and (2) above is incorporated by reference in this Policy as if physically attached hereto.

B. "Claim" means:

- (1) Any written demand seeking money damages; or
- (2) Any proceeding initiated against the **Insured**, including any appeal there from, before any governmental body legally authorized to render an enforceable judgment or order for money damages or other relief against such **Insured** alleging that the **Insured** has committed, or is responsible for, a **Wrongful Act**.

A **Claim** shall be considered first made when the **Insured** or its legal representative or agent first receives notice of the **Claim**.

- C. "**Company**" means the insurer identified in the Policy Declarations.
- D. "**Defense Costs**" means reasonable and necessary legal fees and expenses incurred by the **Company**, or by any attorney designated by the **Company** to defend the **Insureds**, resulting from the investigation, adjustment, defense and appeal of a **Claim**. **Defense Costs** includes other fees, costs, costs of attachment or similar bonds (without any obligation on the part of the **Company** to apply for or furnish such bonds), but does not include salaries, wages, overhead or benefits expenses of the **Insured**.
- E. "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.
- F. "**Employee**" means any natural person whose labor or service is engaged by and directed by the **Organization** while performing duties related to the conduct of the **Organization's**

business and includes leased, part-time, seasonal and temporary workers, independent contractors, volunteers and interns. An **Employee's** status as an **Insured** will be determined as of the date of the **Wrongful Act** that results in a **Claim**.

G. "**Individual Insureds**" means any persons who were, now are, or shall be directors, trustees, officers, **Employees**, or committee members of the **Organization**, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.

H. "**Insured(s)**" means the **Organization** and the **Individual Insureds**.

I. "**Loss**" means damages, settlements and pre-judgment interest awarded by a court.

Loss does not include:

- (1) fines, penalties and taxes;
- (2) monetary sanctions that are uninsurable by operation of law
- (3) Punitive, exemplary, or multiplied damages

J. "**Organization**" means:

- (1) The **Parent Organization**;
- (2) Any **Subsidiary** of the **Parent Organization**; or
- (3) Any entity in its capacity as a debtor in possession of (1) or (2) above under the United States bankruptcy law or equivalent status under the law of any other jurisdiction

K. "**Outside Entity**" means any not-for-profit organization that qualifies as such under Section 501(c) of the Internal Revenue Code of 1986 (as amended).

L. "**Parent Organization**" means the entity named in Item 1. of the Policy Declarations.

M. "**Personal Injury Act**" means any actual or alleged malicious prosecution, invasion of privacy, wrongful entry or eviction, libel, slander or defamation.

N. "**Policy Period**" means the period from the effective date of this Policy set forth in the Policy Declarations, to the expiration date or the effective date of cancellation or non-renewal date, if any.

O. "**Subsidiary**" means any nonprofit entity which is more than 50% owned or controlled by the **Parent Organization** as of the effective date of this Policy and is disclosed as a subsidiary in an Application to the **Company**.

A non profit entity formed or acquired after the effective date of this Policy is a **Subsidiary** if:

- (1) its assets total less than 25% of the total consolidated assets of the **Parent Organization** at the time of formation or acquisition and
- (2) the formation or acquisition with full particulars about the new **Subsidiary** has been disclosed to the **Company** by the **Parent Organization** as soon as practicable but no later than the expiration date of the Policy, or effective date of cancellation or non renewal of this Policy.

Any non profit entity formed or acquired after the effective date of this Policy whose assets total more than 25% of the total consolidated assets of the **Parent Organization** or any for profit entity formed or acquired after the effective date of this Policy is a **Subsidiary** only if:

- (1) the **Parent Organization** provides written notice to the **Company** of such **Subsidiary** as soon as practicable, but within sixty (60) days of the formation or acquisition of the **Subsidiary**; and
- (2) the **Parent Organization** provides the **Company** with such information as the **Company** may deem necessary to determine insurability of the **Subsidiary**; and
- (3) the **Parent Organization** accepts any special terms, conditions, exclusions, limitations or premium imposed by the **Company**; and
- (4) the **Company**, at its sole discretion, agrees to insure the **Subsidiary**.

A **Subsidiary** which is sold or dissolved:

- (1) after the effective date of this Policy and which was an **Insured** under this Policy; or
- (2) prior to the effective date of this Policy and which was an **Insured** under a prior Policy issued by the **Company**;

shall continue to be an **Insured**, but only with respect to **Claims** first made during this **Policy Period** or Extended Reporting Period, if applicable, arising out of **Wrongful Acts** committed or allegedly committed during the time the entity was a **Subsidiary** of the **Parent Organization**.

P. "**Termination of Coverage**" means:

- (1) Cancellation or non-renewal of a **Policy**; or
- (2) Decrease in limits, reduction of coverage, increased deductible or self insured retention, new exclusion, or any other change in coverage less favorable to the **Insured**.

whether made by the **Company** or the **Insured** at any time.

- Q. "**Wrongful Act**" means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duties, or **Personal Injury Act** committed or allegedly committed;
- (1) by the **Organization**; or
 - (2) by the **Individual Insureds** arising solely from duties conducted on behalf of the **Organization** or asserted against an **Individual Insured** because of (1) above.

It is further agreed that the same **Wrongful Act**, an interrelated series of **Wrongful Acts** or a series of similar or related **Wrongful Acts** by one or more **Insureds** shall be deemed to be one **Wrongful Act** and to have commenced at the time of the earliest **Wrongful Act**.

IV. EXCLUSIONS

The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** in connection with any **Claim** made against the **Insured** arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

- A. Any actual or alleged bodily injury, sickness, humiliation, mental anguish, emotional distress, assault, battery, disease or death of any person, or damage to or destruction of any tangible property including any resulting loss of use. This exclusion shall not apply to **Claim** for humiliation, mental anguish or emotional distress resulting from any **Claim** from a **Personal Injury Act**;
- B. Any dishonest, fraudulent or criminal **Wrongful Act** by the **Insured**; however, this exclusion shall not apply unless and until a final adjudication or judgment is rendered against the **Insured** as to this conduct;
- C. Any of the **Insureds** gaining any profit, remuneration or advantage to which the **Insured** was not legally entitled; however, this exclusion shall not apply unless and until a final adjudication or judgment is rendered against the **Insured** as to this conduct;
- D. The actual, alleged or threatened discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, radiation or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, whether or not such

actual, alleged or threatened discharge, dispersal, release or escape is sudden, accidental or gradual in nature, or any cost or expense arising out of any request, demand, or order that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants. Waste includes materials to be recycled, reconditioned or reclaimed;

- E. Any pension, profit sharing, welfare benefit or other employee benefit program established in whole or in part for the benefit of any **Individual Insured**, or based upon, arising out of or in any way involving the Employee Retirement Income Security Act of 1974 (or any amendments thereof or regulations promulgated there under) or similar provisions of any federal, state or local statutory law or common law;
- F. Any **Claim** by, at the behest of, or on behalf of the **Organization** and/or any **Individual Insured**; provided that this Exclusion shall not apply to:
 - (1) any derivative action on behalf of, or in the name or right of the **Organization**, if such action is brought and maintained totally independent of, and without the solicitation, assistance, participation or intervention of, any of the **Insureds**; or
 - (2) a **Claim** that is brought and maintained by or on behalf of any **Individual Insured** for contribution or indemnity which is part of or results directly from a **Claim** which is otherwise covered by the terms of this Policy;
- G. Any actual or alleged: refusal to employ; termination of employment; employment related coercion, demotion, evaluation, reassignment, discipline, workplace conditions, false imprisonment, defamation, harassment, humiliation, or discrimination of employment; other employment-related practices, policies, acts or omissions; or sexual harassment by the **Insured** against any person(s) or entity; or negligence involving any of the foregoing; it being understood that this Exclusion applies whether the **Insured** may be held liable as an employer or in any other capacity and to any obligation to contribute with or indemnify another with respect to such **Claim**;
- H. Any **Claims** made against the **Insured** based upon, arising out of, or in any way involving any actual or alleged discrimination, including but not limited to discrimination based on religion, race, creed, color, sex, age, marital

status, sexual preference, pregnancy, handicap or disability;

- I. For actual or alleged liability of the **Insured** under any express contract or agreement; provided, however, this exclusion shall not apply to any **Claim** against an **Individual Insured**;
- J. Any pending or prior litigation, administrative or regulatory proceeding, claim, demand, arbitration, decree, or judgment of which the **Insured** had written notice before the effective date of this Policy; or any fact, circumstance, event, situation, or **Wrongful Act** which before the effective date of this Policy was the subject of any notice to an **Insured** under any other similar policy of insurance to the **Insured**; or any future **Claims** or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged; provided that, if this Policy is a renewal of a Policy or Policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the effective date of the first such other Policy to the effective date of this Policy, the effective date of this Policy will mean the effective date of the first Policy under which the **Company** first provided continuous coverage to an **Insured**;
- K. The rendering or failure to render medical, psychological or counseling services or referrals;
- L. Any **Claim** against any **Subsidiary** or its **Individual Insureds** for any **Wrongful Act** occurring prior to the date that such entity became a **Subsidiary** or any **Wrongful Act** occurring at any time that such entity is not a **Subsidiary**;
- M. The portion of any **Claim** covered under any other Coverage Part of this Policy;

No **Wrongful Act** of any **Individual Insured** nor any fact pertaining to any **Insured** shall be imputed to any other **Individual Insured** for purposes of determining the applicability of exclusions B. and C.

V. LIMITS OF LIABILITY AND RETENTION

Regardless of the number of **Insureds** under this Policy, **Claims** made or brought on account of **Wrongful Acts** or otherwise, the **Company's** liability is limited as follows:

- A. The Limit of Liability specified in the Policy Declarations as IN THE AGGREGATE shall be

the maximum liability for **Loss** from all **Claims** to which this Coverage Part applies;

- B. The Limit of Liability specified in the Policy Declarations as the Limit for EACH CLAIM shall be the maximum liability for **Loss** for each **Claim** to which this Coverage Part applies;
- C. **Defense Costs** shall be in addition to the Limit of Liability as shown in the Policy Declarations;
- D. Subject to the Limits of Liability provisions stated above, the **Company** shall be liable to pay **Loss** in excess of the RETENTION specified in the Policy Declarations hereof as respects each and every **Claim** to which the Coverage Part applies.

The **Company** will not pay for our share of damages until the amount of damages exceeds the RETENTION shown in the Declarations. The **Company** will then pay the amount of damages in excess of the RETENTION up to the limit provided by this Policy.

- E. The **Company** shall have no obligation to pay any part or all of the RETENTION specified in the Policy Declarations for any **Claim** on behalf of an **Insured**. If the **Company**, at its sole discretion, elects to pay any part or all of the Retention, the **Insureds** agree to repay such amounts to the **Company** upon demand;
- F. The RETENTION shall not apply to **Loss** paid to or on behalf of an **Individual Insured** when the **Organization** has not indemnified an **Individual Insured** for such **Loss** subject to the terms and conditions of Section VII. INDEMNIFICATION/ WAIVER OF RETENTION;
- G. The Limit of Liability for the Extended Reporting Period, if applicable, where this Policy has continued for at least three (3) years, the IN THE AGGREGATE limit for the Extended Reporting Period coverage shall be equal to the IN THE AGGREGATE Policy limit

The Limit of Liability for the Extended Reporting Period, if applicable, where this Policy has continued for less than three (3) years, the IN THE AGGREGATE limit for the Extended Reporting Period coverage shall be equal to the greater of:

- (1) The remaining IN THE AGGREGATE Limit; or

(2) Fifty percent (50%) of the IN THE AGGREGATE Limit.

- H. **Claims** based upon or arising out of the same **Wrongful Act**, interrelated **Wrongful Acts**, or a series of related **Wrongful Acts** shall be considered a single **Claim** and shall be considered first made during the **Policy Period** or Extended Reporting Period, if applicable, in which the earliest **Claim** arising out of such **Wrongful Act(s)** was first made and all **Loss** for such **Claims** shall be subject to the one Limit of Liability that applies to such earliest **Claim**;
- I. The Limit of Liability for this Coverage Part shall apply separately to each consecutive annual period starting with the beginning of the **Policy Period** shown in the Declarations. If this Policy is issued for a period of more than twelve (12) months but less than twenty four (24) months or if the **Policy Period** is extended after issuance, the annual aggregate limit of the expiring Policy shall be increased in proportion to the Policy extension.
- J. If the **Company** concludes that, based on occurrences, offenses, **Claims** or suits which have been reported to the **Company** and to which this insurance may apply, the Limit of Liability is likely to be exhausted in the payment of judgments or settlements, the **Company** will notify the **Insured**, in writing, to that effect.
- K. When a limit of insurance described in Paragraph A. above has been exhausted in the payment of judgments or settlements:
- (1) The **Company** will notify the **Insured**, in writing, as soon as practicable, that:
 - (a) Such a limit has been exhausted; and
 - (b) The **Company's** duty to defend suits seeking damages subject to that limit has also ended.
 - (2) The **Company** will initiate, and cooperate in, the transfer of control, to any appropriate **Insured**, of all **Claims** and suits seeking damages which are subject to that limit and which are reported to the **Company** before that limit is used up. The **Insured** must cooperate in the transfer of control of said **Claims** and suits.
 - (3) The **Company** agrees to take such steps, as the **Company** deems appropriate, to avoid a default in, or continue the defense of, such suits until such transfer is completed, provided the appropriate

Insured is cooperating in completing such transfer.

- (4) The **Company** will take no action whatsoever with respect to any **Claim** or suit seeking damages that would have been subject to that limit, had it not been exhausted, if the **Claim** or suit is reported to the **Company** after that limit of insurance has been exhausted.
 - (5) The **Insured**, and any other **Insured** involved in a suit seeking damages subject to that limit, must arrange for the defense of such suit within such time period as agreed to between the appropriate **Insured** and the **Company**. Absent any such agreement, arrangements for the defense of such suit must be made as soon as practicable.
- L. The **Insured** shall reimburse the **Company** for expenses it incurs in taking those steps the **Company** deems appropriate in accordance with Paragraph K. (3) above.

The duty of the **Insured** to reimburse the **Company** will begin on:

- (1) The date on which the applicable limit of insurance is exhausted, if the **Company** sent notice in accordance with Paragraph J above; or
- (2) The date on which the **Company** sent notice in accordance with Paragraph K (1) above, if the **Company** did not send notice in accordance with Paragraph J above.

VI. LIFETIME OCCURRENCE REPORTING PROVISION

Upon Termination of Coverage by the Parent Organization for a reason other than being sold, acquired or bankrupt, each **Individual Insured** who was not actively serving on behalf of the **Organization** at the time of the cancellation or non-renewal, shall be provided an unlimited extension of time to report any **Claim(s)** first made against the **Individual Insured** after the effective date of such cancellation or non-renewal. However, this extension of time to report claim(s) shall only be afforded in the event that the **Wrongful Act** was committed before the date of cancellation or non-renewal, and no Directors and Officers Liability policy, or policy providing essentially the same type of coverage, or extended reporting period, is in effect at the time the **Claim** is made.

VII. PRESUMPTIVE INDEMNIFICATION / NON-INDEMNIFIABLE CLAIMS

- A. Regardless of whether **Loss and Defense Costs** resulting from any **Claim** against an **Individual Insured** is actually indemnified by the Organization, the Retention set forth in the Policy Declarations shall apply to any **Loss and Defense Costs** if indemnification of the **Individual Insured** by the **Organization** is legally permissible. The certificate of incorporation, charter, articles of association or other organizational documents of the **Organization**, including bylaws and resolutions, will be deemed to have been adopted or amended to provide indemnification to the **Individual Insured** to the fullest extent permitted by law.
- B. It is agreed that to the extent that this Policy of insurance could result in indemnifying the **Individual Insured** in instances where they may not otherwise be indemnified by the **Organization** under the provisions of the Not-For-Profit Corporation Law:
- (1) an individual retention amount of \$100 will apply to each such **Individual Insured**, however, in no event shall the aggregate retention amount for all insured persons exceed \$1,000. Should the aggregate retention amount exceed \$1,000, the amount chargeable to each **Individual Insured** individually shall be calculated by dividing \$1,000 by the total individual retention amount. In no event, however, shall the amount chargeable to each **Individual Insured** be less than \$75.00, and
 - (2) the first \$1,000,000 of the Limit of Liability afforded by this Policy shall only apply to 99.9% of **Loss** and the remaining .1% shall be uninsured and borne by such **Individual Insured**.

VIII. SPOUSAL AND DOMESTIC PARTNER EXTENSION

If a **Claim** against an **Individual Insured** includes a **Claim** against the lawful spouse or **Domestic Partner** of such **Individual Insured** solely by reason of (a) such spousal or **Domestic Partner** status or (b) such spouse's or **Domestic Partner's** ownership interest in property or assets that are sought as recovery for **Wrongful Acts**, any **Loss** which such spouse or **Domestic Partner** becomes legally obligated to pay on account of such **Claim** shall be deemed **Loss** which the **Individual Insured** becomes legally obligated to pay as a result of the **Claim**.

All definitions, exclusions, terms and conditions of this Policy, including the Retention, applicable to any **Claim** against or **Loss** sustained by such **Individual Insured** shall also apply to this coverage extension.

The extension of coverage afforded by this Section VIII. shall not apply to the extent the **Claim** alleges any wrongful act, error, omission, misstatement, misleading statement or neglect or breach of duties by such spouse or **Domestic Partner**.

IX. EXTENSION FOR OUTSIDE DIRECTORSHIP ACTIVITIES

Subject to the terms, conditions, exclusions and limitations of this Policy, coverage shall be extended under this Policy for any **Claim** against any director, officer or trustee of the **Organization** while acting in the capacity of a director, officer or trustee of any **Outside Entity**, and performing duties related to the conduct of the outside entity's business, but only if such service is at the written request of the **Organization**. Coverage under this Policy does not extend to any **Outside Entity** or to any other director, officer, trustee, employee, temporary worker, volunteer or intern of such **Outside Entity**. Any extension of coverage to any director, officer or trustee of the **Organization** as provided in this section shall be considered excess of any other indemnity or valid and collectible insurance available to or the director, officer or trustee under a Policy issued to the **Outside Entity** in question. Any payment for **Loss** under this extension shall reduce the Limit of Liability for this coverage part as set forth in the Declaration Page.

COVERAGE PART B. EMPLOYMENT PRACTICES LIABILITY

NOTICE: This is a Claims Made Policy. This Policy only covers those **Claims** first made against **Insured** during the **Policy Period** or Extended Reporting Period, if purchased. **Defense Costs** shall be applied against the Retention.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the **Company**, including the statements made in the **Application** and all attachments and materials submitted therewith, and subject to all the provisions of this Policy, the **Company** agrees as follows:

I. INSURING AGREEMENT

- A. The **Company** will pay on behalf of an **Insured Loss** in excess of the Retention not exceeding the Limit of Liability for which this coverage applies that an **Insured** shall become legally obligated to pay because of **Claims** first made against the **Insured** during the **Policy Period** or during any Extended Reporting Period, if applicable, for **Wrongful Employment Acts** arising solely out of an **Insured's** duties on behalf of the **Organization**.
- B. The **Company** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of the **Claim** are groundless, false, or fraudulent.

II. FULL PRIOR ACTS COVERAGE PROVISION

Coverage shall apply to any **Claim** made against an **Insured** for **Wrongful Employment Acts** arising solely out of the **Insured's** duties on behalf of the **Organization** committed prior to the expiration date of the Policy or the effective date of cancellation or non renewal of this Policy, provided that the **Claim** is first made during the **Policy Period**, or the Extended Reporting Period, if applicable.

However, coverage shall not apply to any **Claim** based upon or arising out of any **Wrongful Employment Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the **Application** had knowledge or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of:

- A. The inception date of this Policy; or
- B. The inception date of the first Policy of this type the **Company** has issued to the **Parent Organization**, provided that the **Company** has written continuous coverage for the **Parent**

Organization from such date to the inception date of this Policy.

III. DEFINITIONS

A. "Application" means:

- (1) An application and any material submitted for this Policy and
- (2) An application(s), including any material submitted, for all previous Policies issued by the **Company** providing continuous coverage until the inception date of this Policy.

The content of (1) and (2) above is incorporated by reference in this Policy as if physically attached hereto.

B. "Claim" means:

- (1) Any written notice received by any **Insured** that any person or entity intends to hold such **Insured** responsible for a **Wrongful Employment Act**, or
- (2) Any judicial or administrative proceeding initiated against any **Insured** seeking to hold such **Insured** responsible for a **Wrongful Employment Act**, including any proceeding conducted by the Equal Employment Opportunity Commission or similar federal, state or local agency and any appeal therefrom.

A **Claim** shall be considered first made when an **Insured** or its legal representative or agent first receives notice of a **Claim**.

C. "Company" means the insurer identified in the Policy Declarations.

D. "Defense costs" means reasonable and necessary legal fees and expenses incurred by the **Company**, or any attorney designated by the **Company** to defend the **Insureds**, resulting from the investigation, adjustment, defense and appeal of a **Claim**. **Defense Costs** includes other fees, costs, costs of attachment or similar bonds (without any obligation on the part of the **Company** to apply for or furnish such bonds,) but does not include salaries, wages, overhead or benefits expenses of the **Insured**.

E. "Discrimination" means:

- (1) The termination of an employment relationship;
- (2) A demotion or failure to hire or promote any individual; or

- (3) Any other limitation or classification of an **Employee** or applicant for employment which would deprive any individual of employment opportunities or adversely affect any individual's status as an **Employee**;

because of race, color, religion, age, sex, disability, pregnancy, national origin, marital status, sexual orientation or other protected class or characteristic established under applicable federal, state, or local statute, ordinance, regulation or order.

Subject to Exclusion M.

- F. "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.
- G. "**Employee**" means any natural person whose labor or service is engaged by and directed by the **Organization** while performing duties related to the conduct of the **Organization's** business and includes leased, part-time, seasonal and temporary workers, volunteers, independent contractors and interns. An **Employee's** status as an **Insured** will be determined as of the date of the **Wrongful Employment Act** that results in a **Claim**.
- H. "**Harassment**" means:
- (1) Sexual harassment including unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that are made a condition of employment, are used as a basis for employment decisions, or create a work environment that is hostile, intimidating or offensive or that otherwise interferes with performance; or
 - (2) Other workplace harassment which creates a work environment that is hostile, intimidating or offensive or that otherwise interferes with performance.
- I. "**Individual Insureds**" means any persons who were, now are, or shall be directors, trustees, officers, **Employees**, or committee members of the **Organization**, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.
- J. "**Insured(s)**" means the **Organization** and the **Individual Insureds**.
- K. "**Loss**" means damages and settlements, front pay and back pay, and pre-judgment interest awarded by a court.

Loss does not include:

- (1) fines, penalties and taxes;

- (2) monetary sanctions that are uninsurable by operation of law.

- (3) An express obligation to make payment in the event of the termination of employment; or

- (4) Punitive, exemplary, or multiplied damages

- L. "**Organization**" means:

- (1) The **Parent Organization**; and

- (2) Any **Subsidiary** of the **Parent Organization**, or

- (3) Any entity in its capacity as a debtor in possession of (1) or (2) above under the United States bankruptcy law or equivalent status under the law of any other jurisdiction.

- M. "**Parent Organization**" means the entity named in Item 1. of the Policy Declarations.

- N. "**Policy Period**" means the period from the effective date of this Policy set forth in the Policy Declarations, to the expiration date or the effective date of cancellation or non-renewal, if any.

- O. "**Retaliation**" means any actual or alleged retaliatory treatment against an **Employee** because of:

- (1) The exercise of or attempt to exercise an **Employee's** rights under law;

- (2) An **Employee's** disclosure of or threat to disclose to a governmental agency or superior acts of actual or alleged wrongdoing by any **Insured**;

- (3) The filing of any claim under any federal, state or local "whistle-blower" law including the Federal False **Claims Act**; or

- (4) **Employee** strikes or slowdowns.

- P. "**Subsidiary**" means any nonprofit entity which is more than 50% owned or controlled by the **Parent Organization** as of the effective date of this Policy and is disclosed as a **Subsidiary** in an **Application** to the **Company**.

A non profit entity formed or acquired after the effective date of this Policy is a **Subsidiary** if:

- (1) its assets total less than 25% of the total consolidated assets of the **Parent Organization** at the time of formation or acquisition and

- (2) the formation or acquisition with full particulars about the new **Subsidiary** has been disclosed to the **Company** by the **Parent Organization** as soon as practicable but no later than the expiration date of the Policy or effective date of cancellation or non renewal of this Policy.

Any non profit entity formed or acquired after the effective date of this Policy whose assets total more than 25% of the total consolidated assets of the **Parent Organization** or any for profit entity formed or acquired after the effective date of this Policy is a **Subsidiary** only if:

- (1) the **Parent Organization** provides written notice to the **Company** of such **Subsidiary** as soon as practicable, but within sixty (60) days of the formation or acquisition of the **Subsidiary**; and
- (2) the **Parent Organization** provides the **Company** with such information as the **Company** may deem necessary to determine insurability of the **Subsidiary**; and
- (3) the **Parent Organization** accepts any special terms, conditions, exclusions, limitations or premium imposed by the **Company**; and
- (4) the **Company**, at its sole discretion, agrees to insure the **Subsidiary**.

A **Subsidiary** which is sold or dissolved:

- (1) after the effective date of this Policy and which was an **Insured** under this Policy; or
- (2) prior to the effective date of this Policy and which was an **Insured** under a prior Policy issued by the **Company**;

shall continue to be an **Insured**, but only with respect to **Claims** first made during this **Policy Period** or **Extended Reporting Period**, if applicable, arising out of **Wrongful Employment Acts** committed or allegedly committed during the time the entity was a **Subsidiary** of the **Parent Organization**.

Q. "**Termination of Coverage**" means:

- (1) Cancellation or non-renewal of a **Policy**; or
- (2) Decrease in limits, reduction of coverage, increased deductible or self insured retention, new exclusion, or any other change in coverage less favorable to the **Insured**;

whether made by the **Company** or the **Insured** at any time.

R. "**Third Party**" means any person(s) with whom an **Insured** in their capacity as such interacts while the **Insured** is performing duties related to the conduct of the **Organization's** business.

S. "**Third Party Discrimination**" means discrimination by an **Insured** in their capacity as such against a **Third Party** based upon such **Third Party's** race, religion, age, sex, disability, national origin, sexual orientation or

other protected class or characteristic established under applicable federal, state or local statute or ordinance.

T. "**Third Party Harassment**" means;

- (1) Workplace harassment which creates an environment that is hostile, intimidating or offensive to a **Third Party** or;
- (2) Sexual harassment including any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature against a **Third Party**;

Committed or allegedly committed by an **Insured** in their capacity as such while the **Insured** is performing duties related to the conduct of the **Organization's** business.

U. "**Workplace Tort**" means any actual or alleged employment-related:

- (1) misrepresentation;
- (2) negligent supervision, training or evaluation;
- (3) wrongful discipline;
- (4) wrongful deprivation of a career opportunity; or
- (5) failure to enforce written policies and procedures relating to a **Wrongful Employment Act**.

V. "**Wrongful Employment Act**" means any actual or alleged act of:

- (1) **Discrimination** which is alleged to have a disparate impact for which an **Insured** is alleged to be vicariously liable;
- (2) **Harassment** for which an **Insured** is alleged to be vicariously liable;
- (3) **Retaliation**, except intentional retaliation;
- (4) **Wrongful Termination**;
- (5) **Workplace Tort**;
- (6) Negligent violation of the Uniform Services Employment & Reemployment Rights Act;
- (7) Negligent violation of the Family and Medical Leave Act of 1993, or
- (8) Negligent violation of state law having the same or substantially similar purpose as the acts in (6) or (7) above; or
- (9) Acts described in clauses (1) through (8) above arising from the use of the **Organization's** Internet, e-mail, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **Organization's** Internet, e-mail, telecommunication or similar systems;

committed or allegedly committed by the **Organization** or by an **Individual Insured** acting solely within his/her capacity as such involving and brought by any **Employee**, former **Employee** or applicant for employment with the **Organization**; or asserted against an **Individual Insured** because of his/her status as such.

Wrongful Employment Act shall also include any actual or alleged act of:

(10) **Third Party Discrimination** which is alleged to have a disparate impact for which an **Insured** is alleged to be vicariously liable;

(11) **Third Party Harassment** for which an **Insured** is alleged to be vicariously liable

It is further agreed that the same **Wrongful Employment Act**, an interrelated series of **Wrongful Employment Acts** or a series of similar or related **Wrongful Employment Acts** by one or more **Insureds** shall be deemed to be one **Wrongful Employment Act** and to have commenced at the time of the earliest **Wrongful Employment Act**.

- W. "**Wrongful Termination**" means the actual or constructive termination of an employment relationship or the demotion of or the failure to promote any **Employee** in a manner which is illegal and wrongful or in breach of an implied agreement to continue employment. **Wrongful Termination** shall not include a termination of employment, demotion or failure to promote any **Employee** which is or is alleged to be in breach or violation of an express contract of employment or an express obligation to make payments in the event of the termination of employment.

IV. EXCLUSIONS

The **Company** shall not be liable to make payment for **Loss** or **Defense Costs** in connection with any **Claim** made against the **Insured** arising out of, directly or indirectly resulting from or in consequence of or in any way involving:

- A. Any actual or alleged bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property including any resulting loss of use. This exclusion shall not apply to **Claims** for mental anguish, emotional distress, invasion of privacy, humiliation, libel, slander or defamation that result from a **Wrongful Employment Act**;
- B. Conduct of the **Insured** or at the **Insured's** direction that is fraudulent, dishonest or

criminal provided that this exclusion will not apply to:

- (a) **Defense costs** incurred until such conduct is established to be fraudulent, dishonest or criminal by final adjudication;
- (b) the strictly vicarious liability of the **Insured** for fraudulent, dishonest or criminal conduct of another **Insured**;
- However, in no event will **Defense Costs** be provided in a criminal proceeding regardless of the provisions of (a) or (b) above;
- C. Any pension, profit sharing, welfare benefit or other employee benefit program established in whole or in part for the benefit of any **Individual Insured**, or based upon, arising out of or in any way involving the Employee Retirement Income Security Act of 1974 (or any amendments thereof or regulations promulgated thereunder) or similar provisions of any federal, state or local statutory law or common law;
- D. Any obligation under a worker's compensation, disability benefits, insurance benefits or unemployment compensation law, or any similar law; provided this exclusion will not apply to any **Claim** for actual or alleged **Retaliation** with regard to benefits paid or payable;
- E. Any pending or prior litigation or administrative or regulatory proceeding, claim, demand, arbitration, decree or judgment of which the **Insured** had written notice before the effective date of this Policy; or any fact, circumstance, event, situation, or **Wrongful Employment Act** which before the effective date of this Policy was the subject of any notice under any other similar policy of insurance to the **Insured**; or any future **Claims** or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged; provided that, if this Policy is a renewal of a Policy or Policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the effective date of the first such other Policy to the effective date of this Policy, the effective date of this Policy in this exclusion will mean the effective date of the first Policy under which the **Company** first provided continuous coverage to the **Insured**;
- F. Any liability or costs resulting from the modification of any real or personal property in order to make said real or personal property

more accessible or accommodating to any disabled person;

- G. Any lockout, strike, picket line, replacement of worker(s) or other similar actions resulting from labor disputes or labor negotiations; provided that this exclusion will not apply to a **Claim** for actual or alleged **Retaliation** arising from an **Insured's** alleged violation of such actions;
- H. Any **Claim** against any **Subsidiary** or its **Individual Insureds** for any **Wrongful Employment Act** occurring prior to the date that such entity became a **Subsidiary** or any **Wrongful Employment Act** occurring at any time that such entity is not a **Subsidiary**;
- I. The National Labor Relations Act, Labor Management Relations Act and amendments thereto, or any similar state, federal, or local law; provided that this Exclusion will not apply to a **Claim** for actual or alleged **Retaliation** arising from an **Insured's** alleged violation of such laws;
- J. The portion of any **Claim** covered under any other Coverage Part of this Policy; or
- K. The **Insured's** actual or alleged liability for damages under any written contract or agreement; provided that this exclusion shall not apply to liability for a **Wrongful Employment Act** which the **Insured** would have in the absence of such contract or agreement. This exclusion shall not apply to covered **Defense Costs** arising out of allegations of breach of an implied employment contract or agreement;
- L. Actual or alleged violations of the Fair Labor Standards Act (except the Equal Pay Act), any amendments thereto, or any similar provisions of any federal, state or local law; or improper wages or wage disputes due to misclassification of **Employees** as exempt or non exempt; or misrepresentation involving any **Employee's** status as exempt or non-exempt.
- M. Any act of **Discrimination or Third Party Discrimination** by disparate treatment or any purposeful or intentional act of **Discrimination, Third Party Discrimination, Harassment, Third Party Harassment or Retaliation**.
This exclusion shall not apply to an **Insured** who played no active role in the commission of the act, did not direct or knowingly allow any act of **Discrimination, Harassment, Third Party Harassment or Retaliation** and did nothing whatsoever to aid or encourage its commission.

- N. Any **Insured** who willfully fails to comply with the State, Local or Federal Statutes regulating Employment Practices Liability.
- O. Any **Insured** who participates in, directs or who knowingly allows **Harassment**.

V. LIMITS OF LIABILITY AND RETENTION

Regardless of the number of **Insureds** under this Policy, **Claims** made or brought on account of **Wrongful Employment Acts** or otherwise, the **Company's** liability is limited as follows:

- A. the Limit of Liability specified in the Policy Declarations hereof as IN THE AGGREGATE shall be the maximum liability for **Loss** from all **Claims** to which this Coverage Part applies;
- B. The Limit of Liability specified in the Policy Declarations as the Limit for each **Claim** shall be the maximum liability for **Loss** for each **Claim** to which this Coverage Part applies;
- C. **Defense costs** shall be in addition to the Limit of Liability as shown in the Policy Declarations;
- D. Subject to the Limits of Liability provisions stated above, the **Company** shall be liable to pay **Loss** in excess of the Retention specified in the Policy Declarations hereof as respects each and every **Claim** to which this Coverage Part applies.

The **Company** will not pay for our share of damages until the amount of damages exceeds the RETENTION shown in the Declarations. The **Company** will then pay the amount of damages in excess of the RETENTION up to the limit provided by this Policy.

- E. The **Company** shall have no obligation to pay any part or all of the Retention specified in the Policy Declarations for any **Claim** on behalf of any **Insured**. If the **Company**, at its sole discretion, elects to pay any part or all of the Retention, the **Insureds** agree to repay such amounts to the **Company** upon demand;
- F. The Limit of Liability for the Extended Reporting Period, if applicable, where this Policy has continued for at least three (3) years, the IN THE AGGREGATE limit for the Extended Reporting Period coverage shall be equal to the IN THE AGGREGATE Policy limit. The Limit of Liability for the Extended Reporting Period, if applicable, where this Policy has continued for less than three (3) years, the IN THE AGGREGATE limit for the Extended Reporting Period coverage shall be

equal to the greater of:

- (1) The remaining IN THE AGGREGATE Limit; or
- (2) Fifty percent (50%) of the IN THE AGGREGATE Limit.

- G. **Claims** based upon or arising out of the same **Wrongful Employment Act**, interrelated **Wrongful Employment Acts**, or a series of related **Wrongful Employment Acts** shall be considered a single **Claim** and shall be considered first made during the **Policy Period** or Extended Reporting Period, if applicable, in which the earliest **Claim** arising out of such **Wrongful Employment Act(s)** was first made and **Loss** for such **Claims** shall be subject to the one Limit of Liability that applies to such earliest **Claim**;
- H. The Limit of Liability for this Coverage Part shall apply separately to each consecutive annual period starting with the beginning of the **Policy Period** shown in the Policy Declarations. If this Policy is issued for a period of more than twelve (12) months but less than twenty four (24) months or if the **Policy Period** is extended after issuance, the annual aggregate limit of the expiring Policy shall be increased in proportion to the Policy extension.
- I. If the **Company** concludes that, based on occurrences, offenses, **Claims** or suits which have been reported to the **Company** and to which this insurance may apply, the Limit of Liability is likely to be exhausted in the payment of judgments or settlements, the **Company** will notify the **Insured**, in writing, to that effect.
- J. When a limit of insurance described in Paragraph A. above has been exhausted in the payment of judgment or settlements:
- (1) The **Company** will notify the **Insured**, in writing, as soon as practicable, that:
 - (a) Such a limit has been exhausted; and
 - (b) The **Company's** duty to defend suits seeking damages subject to that limit has also ended.
 - (2) The **Company** will initiate, and cooperate in, the transfer of control, to any appropriate **Insured**, of all **Claims** and suits seeking damages which are subject to that limit and which are reported to the **Company** before that limit is used up. The **Insured** must cooperate in the transfer of control of said **Claims** and suits.
 - (3) The **Company** agrees to take such steps, as the **Company** deems appropriate, to

avoid a default in, or continue the defense of, such suits until such transfer is completed, provided the appropriate **Insured** is cooperating in completing such transfer.

- (4) The **Company** will take no action whatsoever with respect to any **Claim** or suit seeking damages that would have been subject to that limit, had it not been exhausted, if the **Claim** or suit is reported to the **Company** after that limit of insurance has been exhausted.
- (5) The **Insured**, and any other **Insured** involved in a suit seeking damages subject to that limit, must arrange for the defense of such suit within such time period as agreed to between the appropriate **Insured** and the **Company**. Absent any such agreement, arrangements for the defense of such suit must be made as soon as practicable.

K. The **Insured** shall reimburse the **Company** for expenses it incurs in taking those steps the **Company** deems appropriate in accordance with Paragraph J. (3) above.

The duty of the **Insured** to reimburse the **Company** will begin on:

- (1) The date on which the applicable limit of insurance is exhausted, if the **Company** sent notice in accordance with Paragraph I. above; or
- (2) The date on which the **Company** sent notice in accordance with Paragraph J. (1) above, if the **Company** did not send notice in accordance with Paragraph I. above.

VI. LIFETIME OCCURRENCE REPORTING PROVISION

Upon **Termination of Coverage** by the **Parent Organization** for a reason other than being sold, acquired or bankrupt, each Director or Officer that was an **Insured**, but who did not serve as a Director or Officer at the time of the cancellation or non-renewal, shall be provided an unlimited extension of time to report any **Claim(s)** first made against the Director or Officer after the effective date of such cancellation or non-renewal. However, this extension of time to report **Claims** shall only be afforded in the event that the **Wrongful Employment Act** was committed before the effective date of cancellation or non-renewal, and no Directors and Officers Liability policy (or policy providing essentially the same type of coverage) or extended reporting period is in effect at the time the **Claim** is made.

VII. SPOUSAL AND DOMESTIC PARTNER
EXTENSION

If a **Claim** against an **Individual Insured** includes a **Claim** against the lawful spouse or **Domestic Partner** of such **Individual Insured** solely by reason of (a) such spousal or **Domestic Partner** status, or (b) such spouse or **Domestic Partner's** ownership interest in property or assets that are sought as recovery for **Wrongful Employment Acts**, any **Loss** which such spouse or **Domestic Partner** becomes legally obligated to pay on account of such **Claim** shall be deemed **Loss**

which the **Individual Insured** becomes legally obligated to pay as a result of the **Claim**.

All definitions, exclusions, terms and conditions of this Policy, including the Retention, applicable to any **Claim** against or **Loss** sustained by such **Individual Insured** shall also apply to this coverage extension.

The extension of coverage afforded by this Section VIII. shall not apply to the extent the **Claim** alleges any wrongful act, error, omission, misstatement, misleading statement or neglect or breach of duties by such spouse or **Domestic Partner**.

This endorsement modifies insurance provided under the following:

NON PROFIT DIRECTORS AND OFFICERS LIABILITY

Data & Security⁺ Endorsement

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement. This endorsement is part of and subject to the provisions of the Policy to which it is attached.

I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS

The following is a summary of Coverages and Limits of Liability provided by this endorsement.

COVERAGE	LIMIT OF LIABILITY
A. Data Breach Expense	\$50,000 each claim \$50,000 in the aggregate
B. Identity Theft Expense	\$50,000 each claim \$50,000 in the aggregate
C. Workplace Violence Expense	\$50,000 each claim \$50,000 in the aggregate
D. Kidnap Expense	\$50,000 each claim \$50,000 in the aggregate

In no event shall the **Company** pay more than \$200,000 in any one **Policy Period** for any combination of Claims for covered expenses shown above. No retention applies to any claim or in the aggregate.

II. COVERAGES:

Words shown in **bold** shall have the meaning provided in III. DEFINITIONS of this endorsement or as provided in COVERAGE PART A. NON PROFIT DIRECTORS AND OFFICERS LIABILITY, III. DEFINITIONS, as applicable.

A. Data Breach Expense

The **Company** will pay on behalf of the **Organization** up to the **Data Breach** Expense Limit of Liability stated in the schedule above, for reasonable and necessary expenses in item 1. – 6 below incurred by the **Organization** as a result of a **Data Breach**. The **Data Breach** must be first discovered by an **Insured** during the **Policy Period** and reported to the **Company** during the **Policy Period** but in no event later than sixty (60) days after the **Data Breach** is first discovered by an **Insured**. The expenses below must be incurred within one (1) year of the reporting of such **Data Breach**:

1. Development of a plan to assist the **Organization** in responding to a **Data Breach**;
2. Data analysis or forensic investigation to assess the scope of a **Data Breach**;
3. The development, printing and mailing of legally required notification letters to those affected by a **Data Breach**;

4. Development of a website link for use by the **Organization** in communicating with persons affected by a **Data Breach** after legally required notification letters are sent;
5. Development of a customer relationship management system for use by the **Organization** in communicating with persons affected by a **Data Breach** after legally required notification letters are sent;
6. Public relations services or crisis management services retained by the **Organization** to mitigate the adverse affect on the **Organization's** reputation with customers, investors and employees resulting from a **Data Breach** that becomes public and only after legally required notification letters are sent.

The **Organization** must first report the **Data Breach** to the **Company** and use a service provider of the **Company's** choice prior to incurring any of the above costs. The **Data Breach** must first occur during the **Policy Period**.

B. Identity Theft Expense

The **Company** will pay on behalf of a Director or Officer of the **Organization** up to the **Identity Theft** Expense Limit of Liability stated in the schedule above, for expenses, services or fees noted in item 1. – 3. below incurred by such Director or Officer after he or she has become a victim of **Identity Theft**. The Identity Theft must be first discovered by an **Insured** during the **Policy Period** and reported to the **Company** during the **Policy Period** but in no event later than sixty (60) days after the Identity Theft is first discovered by an **Insured**. The expenses below must be incurred within one (1) year of the reporting of such **Identity Theft**:

1. Credit monitoring services provided by a vendor of the **Company's** choice for the affected Director or Officer for up to one year following an **Identity Theft**
2. Additional application fees paid by a Director or Officer whose loan(s) were rejected based on incorrect credit information resulting from an **Identity Theft**;
3. Notary fees, certified and overnight mail expenses paid by a Director or Officer in connection with reporting an **Identity Theft** to financial institutions, credit bureaus and agencies and law enforcement authorities.

Any Director or Officer of the **Organization** who is a victim of **Identity Theft** must first report the **Identity Theft** to the **Company** and use a service provider of the **Company's** choice prior to incurring any of the above expenses, services or fees. The **Identity Theft** must first occur during the **Policy Period**. In no event shall the **Company's** total **Policy Period** payment under this coverage be more than the per claim or aggregate limit shown on the Policy Declarations

C. Workplace Violence Expense

The **Company** will pay on behalf of the **Organization**, up to the Workplace Violence Expense Limit of Liability stated in the schedule above, for the following reasonable costs paid by the **Organization** for a period of thirty (30) days following, and as a result of, a **Workplace Violence Act**:

1. Counseling services rendered to **Employees** and persons on the **Organization's** **Premises** directly affected by a **Workplace Violence Act**. The counseling services must be rendered by a licensed, professional counselor of the **Organization's** choice.

2. Services rendered by an independent public relations consultant of the **Organization's** choice for the purpose of mitigating the adverse affect of a **Workplace Violence Act** on the **Organization**.

To be covered, the **Workplace Violence Act** must occur during the **Policy Period** and be reported to the **Company** during the **Policy Period** as soon as practicable after the occurrence.

D. Kidnap Expense

The **Company** will reimburse the **Organization**, up to the Kidnap Expense Limit of Liability stated in the schedule above, for the following reasonable costs paid by the **Organization** as a result of a **Kidnapping** occurring during the **Policy Period** and reported to the **Company** during the **Policy Period** but in no event later than sixty (60) days after the occurrence.

1. Retaining an independent negotiator or consultant to facilitate the release of a **Kidnapping** victim. Nothing herein shall obligate the **Company** to recommend, select, retain or arrange for the retention of such independent negotiator or consultant;
2. Interest on a loan obtained by the **Organization** to pay expenses covered under this endorsement that are incurred as a result of a **Kidnapping**. However, there is no coverage for interest accruing prior to thirty (30) days preceding the date of such payment or subsequent to the date the **Company** pays any portion of a Kidnap Expense or for expenses not covered under this endorsement;
3. Travel and accommodations incurred by the **Organization** in direct response to the **Kidnapping**. Nothing herein shall obligate the **Company** to recommend, select, or arrange for such travel and accommodations;
4. A reward up to \$10,000 paid by the **Organization** to an informant for information which leads to the arrest and conviction of the person(s) responsible for the **Kidnapping**;
5. The current base salary paid to a Director or Officer of the **Organization** for the Director or Officer's work on behalf of the **Organization**, who is a victim of a **Kidnapping** subject to the following:
 - (a) salary reimbursement shall commence on the thirty-first (31st) consecutive day after a **Kidnapping**;
 - (b) salary reimbursement shall end when the Director or Officer is released; or is confirmed dead; or one hundred and twenty (120) days after the Director or Officer is last confirmed to be alive; or twelve (12) months after the date of the **Kidnapping**, or when the Kidnap Expense Limit of Liability has been exhausted by payments made by the **Company**, whichever occurs first.

There is no coverage for Kidnap Expense resulting from a **Kidnapping** planned, carried out or participated in, directly or indirectly, by any person who is or was a member of the victim's family or the **Organization**.

III. DEFINITIONS

"Data Breach" means the misappropriation or public disclosure, by electronic or non-electronic means, by the **Organization** and without the knowledge of, consent, or

acquiescence of the President or member of the Board of Directors or any executive officer, of an individual(s) non-public personal or financial information in the **Organization's** care, custody and control without the authorization or permission of the owner of such information

"Identity Theft" means (1) the act of obtaining **Personally Identifiable Information** belonging to a Director or Officer of the **Parent Organization** or a Director or Officer of the **Parent Organization's Subsidiary(ies)** without that person's authorization, consent or permission; and (2) the use of **Personally Identifiable Information** so obtained to make or attempt to make transactions or purchases by fraudulently assuming that person's identity.

Identity Theft does not mean any of the above committed directly or indirectly by a Director or Officer of the **Parent Organization** or a Director or Officer of the **Parent Organization's Subsidiary(ies)** or a family member of a Director or Officer.

There is no coverage for any **Identity Theft Expense** unless **Personally Identifiable Information** that is obtained without authorization, consent or permission is used to make or attempt to make transactions or purchases by fraudulently assuming the identity of a Director or Officer of the **Parent Organization** or a Director or Officer of the **Parent Organization's Subsidiary(ies)**.

"Kidnapping" means an actual or alleged wrongful abduction and involuntary restraint of a Director or Officer of the **Organization**, by one or more persons acting individually or collectively in which monetary or non-monetary demands are made to the **Organization** to obtain the Directors or Officers release.

"Personally Identifiable Information" means;

1. information concerning an individual(s) that would be considered "non-public information" within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 (as amended) and its implementing regulations including but not limited to Social Security numbers or account numbers correlated with names and addresses which is in an Insured's care, custody and control; and
2. personal information as defined in any U.S. federal, state or local privacy protection law governing the control and use of an individual's personal and confidential information, including any regulations promulgated thereunder; and
3. protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPPA") or the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") (Public Law 111- 5), as amended, and any regulations promulgated thereto.

Personally Identifiable Information does not mean information that is available to the public which does not include otherwise protected personal information.

"Premises" means buildings, facilities or properties leased or owned by the **Organization** in conducting its operations.

"Workplace Violence Act" means:

1. an actual use of unlawful deadly force, or
2. the threatened use of unlawful deadly force involving the display of a lethal weapon,

occurring on the **Organization's Premises** and directed at an **Individual Insured**, or other persons on the **Premises** of the **Organization**.

Where applicable, other terms used in this endorsement shall have the same meaning as defined in COVERAGE PART A. NON PROFIT DIRECTORS AND OFFICERS LIABILITY.

IV. LIMITS OF LIABILITY AND RETENTION

The Limit of Liability specified above as in the aggregate shall be the maximum liability for all expenses to which the coverage applies.

The Limit of Liability specified above as the Limit for each claim shall be the maximum liability for expenses for each claim to which the coverage applies.

The maximum Limit of Liability for any expenses provided by this endorsement shall be in addition to the LIMIT OF LIABILITY specified in the Declarations IN THE AGGREGATE for COVERAGE PART A. NON PROFIT DIRECTORS AND OFFICERS LIABILITY.

The RETENTION shown on the Policy Declarations shall not apply to the expense coverage provided by this endorsement.

Regardless of the amount of covered expenses incurred by the **Organization** under this endorsement, the maximum Limit of Liability for any one **Data Breach, Identity Theft, Kidnapping or Workplace Violence Act** shall be \$50,000 each claim and in the aggregate. Any one incident, interrelated incidents or series of similar or related incidents for which coverage is provided under this endorsement shall be treated as one incident subject to the maximum Limit of Liability available under this endorsement at the time the incident(s) is first reported to the Company regardless of whether the incident(s) continues and expenses are incurred by the Organization in any subsequent Policy Period(s).

V. ADDITIONAL EXCLUSIONS

The insurance provided by this endorsement does not apply to:

1. Expense reimbursement resulting in any **Insured** gaining any profit, remuneration or advantage to which the **Insured** is not legally entitled.
2. Expense(s) arising from any incident(s) of which any **Insured** had notice before the inception date of this Policy; or any fact, circumstance, event, situation or incident which before the inception date of this Policy was the subject of any notice under any other similar policy of insurance or any future claims for expenses under this Policy based upon such pending or prior notice.
3. Expenses incurred by any **Subsidiary** of an **Organization** occurring prior to the date that such entity became a **Subsidiary** or incurred at any time that such entity is not a **Subsidiary**.
4. The portion of any expense(s) covered under this endorsement that is also covered under any other coverage part of this Policy.
5. Reissuance of credit or debit cards or any other expense not shown in Section II, COVERAGES, sub-section A, **Data Breach Expense**.

VI. COVERAGE LIMITATIONS

The following terms, conditions and exclusions in COVERAGE PART A. NON PROFIT DIRECTORS AND OFFICERS LIABILITY, do not apply to this endorsement:

1. Common Policy Conditions; I. EXTENDED REPORTING PERIOD.
2. II. FULL PRIOR ACTS COVERAGE PROVISION.
3. IV. EXCLUSION A
4. VI. LIFETIME OCCURRENCE REPORTING PROVISION
5. VIII. SPOUSAL AND DOMESTIC PARTNER EXTENSION.
6. IX. EXTENSION FOR OUTSIDE DIRECTORSHIP ACTIVITIES.

Otherwise, the terms and conditions of COVERAGE PART A. NON PROFIT DIRECTORS AND OFFICERS LIABILITY, shall apply where applicable to give effect to this endorsement.

Coverage provided by your Policy and any endorsements attached thereto are amended by this endorsement where applicable. All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the **Parent Organization's** Policy and takes effect on the effective date of the **Parent Organization's** Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

NON PROFIT PROFESSIONAL LIABILITY POLICY

Fair Labor Standards Act Sub-Limit Endorsement

It is agreed:

COVERAGE PART B. EMPLOYMENT PRACTICES LIABILITY; I. INSURING AGREEMENT is amended with the addition of the following:

C. The **Company** will pay on behalf of the **Insured** a sub-limit of liability of \$100,000 in excess of the Retention for all **Loss and Defense Costs** combined that the **Insured** shall become legally obligated to pay because of **Claims** first made against the **Insured** during the **Policy Period** or Extended Reporting Period, if applicable, for any actual or alleged violation of the federal Fair Labor Standards Act, any amendments thereto, or the provisions of any similar federal, state or local law regulating minimum wage, working hours, overtime, child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act including misclassification of or misrepresentation to **Employees** under these laws. This sub-limit does not apply to or restrict the Limit of Liability described in **A.** above, for **Claims** alleging violations of the Equal Pay Act.

Defense Costs shall be a part of and not in addition to the Limit of Liability as shown in this endorsement, and such **Defense Costs** shall reduce the Limit of Liability as shown in the Declarations.

With respect to the Limit of Liability provided herein, the **Parent Organization** shall have the option to:

1. consent to the **Company's** choice of defense attorney, which consent shall not be unreasonably withheld;
2. participate in, and assist in the direction of, the defense of any **Claim**; and
3. consent to a settlement, which consent shall not be unreasonably withheld.

III. DEFINITIONS; V. "Wrongful Employment Act", is amended to add the following Violation of the federal Fair Labor Standards Act, any amendments thereto, or the provisions of any similar federal, state or local law regulating minimum wage, working hours, overtime, child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act;

IV. EXCLUSIONS; L. is deleted in its entirety for purposes of coverage provided by this endorsement only.

V. LIMITS OF LIABILITY AND RETENTION is amended by addition of the following:

The \$100,000 Sub-Limit of Liability for an actual or alleged violation of the Fair Labor Standards Act, amendments thereto or provisions of any similar federal, state or local law regulating minimum wage, working hours, overtime, child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act shall be a part of and not in addition to the Limit specified in the Policy Declarations. **Defense Costs for Claims** arising out of an actual or alleged violation of the Fair Labor Standards Act, amendments thereto or provisions of any similar federal, state or local law regulating minimum wage, working hours, overtime, child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act shall be included within the \$100,000 Sub-Limit of Liability set forth in this endorsement. The \$100,000 Sub-Limit of Liability shall be the maximum liability for **Loss and Defense Costs** from all **Claims** for actual or alleged violations of the Fair Labor Standards Act, amendments thereto or provisions of any similar federal, state or local law regulating minimum wage, working hours, overtime, child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act. **Defense Costs** shall be a part of and not in addition to the Limit of Liability as shown in this endorsement, and such **Defense Costs** shall reduce the Limit of Liability as shown in the Declarations. With respect to the Limit of Liability provided herein, the **Parent Organization** shall have the option to:

1. Consent to the **Company's** choice of defense attorney, which consent shall not be unreasonably withheld;
2. Participate in, and assist in the direction of, the defense of any **Claim**; and
3. Consent to a settlement, which consent shall not be unreasonably withheld.

COMMON POLICY CONDITIONS; II. DEFENSE AND SETTLEMENT; **B.**, is amended by addition of the following:

However, in the case of a **Claim** involving an actual or alleged violation of the Fair Labor Standards Act, any amendments thereto, or the provisions of any similar federal, state or local law regulating minimum wage, working hours, overtime, child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act, the **Company** will pay **Defense Costs** until such time as the \$100,000 Sub-Limit of Liability provided by INSURING AGREEMENT, C., is exhausted by payment of **Loss and/or Defense Costs** applicable to actual or alleged violations of the Fair Labor Standards Act, any amendments thereto or the provisions of any similar federal, state or local law regulating minimum wage, working hours, overtime, child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act at which point the **Company** shall have no further duty to defend such **Claim**.

Defense Costs shall reduce, and may completely exhaust, the Limits of Liability for any **Claim**. To the extent that the Limit of Liability is exhausted by **Defense Costs**, the **Company** shall not be liable for the defense of any **Claim** or the amount of any judgment or settlement as respects this coverage. **Defense Costs** shall be applied against the retention.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the **Parent Organization's** Policy and takes effect on the effective date of the **Parent Organization's** Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

NONPROFIT PROFESSIONAL LIABILITY POLICY

New York Disclosure Notice

This Policy is written on a claims-made basis and shall provide no coverage for **claims** arising out of incidents, occurrences or alleged **Wrongful Acts** or **Wrongful Employment Acts** as defined in the Policy that took place prior to a retroactive date, if any, stated on the Policy Declarations. This Policy shall cover only those **claims** made against an **Insured** while the Policy remains in effect for incidents reported during the **Policy Period** or any subsequent renewal of this Policy or any extended reporting period, and all coverage under the policy ceases upon termination of the Policy except for the automatic extended reporting period coverage unless the **Insured** purchases additional extended reporting period coverage.

The Policy includes an automatic sixty (60) day extended **claims** reporting period following the termination of this Policy. The **Insured** may purchase, for an additional premium, an additional extended reporting period of twelve (12) months, twenty-four (24) months or thirty-six (36) months following the termination of this policy. Potential coverage gaps may arise upon the expiration of this extended reporting period. During the first several years of a claims-made relationship, claims-made rates are comparatively lower than occurrence rates. The **Insured** can expect substantial annual premium increases independent of overall rate increases if starting out with other than full prior acts coverage, until the claims-made relationship has matured.

Where a claims made relationship has continued for less than three years the annual aggregate liability limit shall be at least equal to the greater of the amount of coverage remaining in the policy's annual aggregate liability limit; or 50% of the policy's annual aggregate liability limit. The required additional premium shall be thirty percent (30%) of the full annual premium for a one (1) year extension, seventy-five percent (75%) of the full annual premium for a two (2) year extension, and one hundred twenty percent (120%) of the full annual premium for a three (3) year extension. The premium charged for the Extended Reporting Period coverage shall be based upon the rates for such coverage in effect on the date the Policy was issued or last renewed, and the **Company** shall not charge a different premium for such coverage due to any change in its rates, rating plans, or rating rules subsequent to issuance or last renewal of the Policy.

Where a claims made relationship has continued for at least three years the annual aggregate liability limit shall be reinstated. The charge for this option shall be sixty-five percent (65%) of the expiring annual premium for twelve (12) months, one hundred thirty percent (130%) of the expiring annual premium for twenty-four (24) months and one hundred ninety-five percent (195%) of the expiring annual premium for thirty-six (36) months.

INSURANCE

POLICY

MOUNT VERNON FIRE INSURANCE COMPANY

A STOCK COMPANY

A BERKSHIRE HATHAWAY COMPANY

1190 Devon Park Drive
Wayne, PA 19087-2191
888-523-5545 – USLI.COM

This policy jacket together with the policy declarations, coverage forms and endorsements, if any, complete this policy.

The enclosed declarations designates the issuing company.

INSURANCE POLICY

Read your policy carefully!

In Witness Whereof, the company has caused this Policy to be executed and attested. Where required by law, this Policy shall not be valid unless countersigned by a duly authorized representative of the company.

Secretary



President



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended 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 or acts that are 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 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 certain air carriers or vessels or the premises of a United States mission; and 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.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism, when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Please "X" one of the boxes below and return this notice to the Company.

X	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
	I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.

On File with the Company _____
Applicant Name (Print)
Signature on File with the Company _____
Authorized Signature

COMMUNITY RESOURCE COLLABORATIVE INC _____
Named Insured
On File with the Company _____
Date

**NON PROFIT PROFESSIONAL LIABILITY POLICY
COMMON POLICY CONDITIONS**

Except for the Common Policy Conditions, the terms and conditions of each Coverage Part shall apply only to that Coverage Part unless otherwise provided. If any provision in these Common Policy Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Part, the terms and conditions of such Coverage Part shall control for the purposes of that Coverage Part. Any defined term referenced in these Common Policy Conditions but defined in a Coverage Part shall, for the purposes of coverage under that Coverage Part have the meaning set forth in that Coverage Part.

I. EXTENDED REPORTING PERIOD

- A. Upon **Termination of Coverage**, or renewal with any change in coverage less favorable to the **Insured**, the **Company** will provide to the **Parent Organization** a sixty (60) day Automatic Extended Reporting Period {ninety (90) days with a public entity} beginning effective the date of such termination or renewal. In the event similar insurance is in force, coverage as provided by this endorsement shall be excess over any other valid and collectible insurance.

Within thirty (30) days after **Termination of Coverage**, the **Company** shall advise the **Parent Organization** in writing of the automatic extended reporting period coverage and the availability of, the premium for, and the importance of purchasing additional extended reporting period coverage. The **Parent Organization** shall have the greater of the following in which to submit written acceptance of extended reporting period coverage:

- (1) Sixty (60) days from the effective date of **Termination of Coverage**;
or
 - (2) Thirty (30) days from the date of mailing or delivery of the advice mentioned above.
- B. The **Parent Organization** shall have the right, upon payment of the required additional premium, less any return premium owed because of **Termination of Coverage**, plus any premium for the **Policy Period** which is owed and not yet paid, to a period of up to three (3) years following the effective date of renewal with any change in coverage less favorable to the **Insured** or **Termination of**

Coverage (herein referred to as the Optional Extended Reporting Period) in which to give written notice to the **Company** of **Claims** first made against the **Insured** during the chosen Extended Reporting Period for any **Wrongful Act** or **Wrongful Employment Act** occurring prior to such **Termination of Coverage** and otherwise covered by this Policy.

- C. The right to an Optional Extended Reporting Period shall terminate, however, unless written notice of such election is received by the **Company** not later than the later of:
- 1) sixty (60) days from the effective date of **Termination of Coverage**;
or
 - 2) Thirty (30) days from the date of mailing of delivery of advice stating the availability of, the premium for, and the importance of purchasing Optional Extended Reporting Period coverage.
- D. The annual aggregate liability limit shall be at least equal to the amount of coverage remaining in the policy's annual aggregate liability limit. The required additional premium shall be thirty percent (30%) of the full annual premium for a one (1) year extension, seventy-five percent (75%) of the full annual premium for a two (2) year extension, and one hundred twenty percent (120%) of the full annual premium for a three (3) year extension. The premium charged for the Optional Extended Reporting Period coverage shall be based upon the rates for such coverage in effect on the date the Policy was issued or last renewed, and the **Company** shall not charge a different premium for such coverage due to any change in its rates, rating plans, or rating rules subsequent to issuance or last renewal of the Policy.
- E. The total aggregate limit afforded for **Claims** first made during the Extended Reporting Period shall be the amount of coverage remaining in the expiring Policy annual aggregate. In no event shall the limits of liability afforded by any and all extensions exceed the limit of liability afforded by the Policy to which this extension applies.
- F. Not later than thirty (30) days after the effective date of **Termination of Coverage**, the **Company** shall mail or deliver to the

Parent Organization, a written notification of the availability and importance of the Optional Extended Reporting Period as well as the amount of the required additional premium for the Optional Extended Reporting Period;

however, if this Policy is cancelled by the **Company** due to non-payment of premium or fraud on the part of the **Insured** and the Policy has been in effect for less than one year, the **Company** shall not be required to provide such a premium quotation.

- G. An **Insured** other than the **Parent Organization** shall have the right to purchase the optional Extended Reporting Period to the extent of **Termination of Coverage** if:
1. the **Parent Organization** has been placed in liquidation or bankruptcy or permanently ceases operations; and
 2. the **Parent Organization** or its designated trustee does not purchase the Optional Extended Reporting Period, and
 3. within one hundred twenty (120) days of the **Termination of Coverage**, the **Company** has received from such **Insured** a written request for such Optional Extended Reporting Period coverage.

If such **Insured** does not pay the required additional premium when due, then such optional Extended Reporting Period shall be void *ab initio*.

The optional Extended Reporting Period shall not be cancelable, and the required additional premium for the optional Extended Reporting Period shall be fully earned by the **Company** at the inception of the optional Extended Reporting Period.

- H. **Individual Insureds** shall continue to be covered under this policy and any extended reporting period, should affiliation with the **Parent Organization** cease, for such **Individual Insureds' Wrongful Acts** during such affiliation and prior to the **Termination of Coverage**

II. DEFENSE AND SETTLEMENT

- A. The **Insured** shall not demand or agree to arbitration of any **Claim** without the written consent of the **Company**. The **Insured** shall not, except at personal cost, make any offer, any payment, admit any liability, settle any **Claim**, assume any obligation or incur any expense without the **Company's** written consent.

- B. Except as otherwise provided in this Policy, if a **Claim** is made against an **Insured** for **Loss** that is both covered and uncovered by this Policy, the **Company** will pay one hundred percent (100%) of **Defense Costs** for the **Claim** until such time that the Limits of Liability of this Policy are exhausted by payment of a covered **Loss** or the **Claim** for the covered **Loss** is resolved by settlement, verdict or summary judgment.
- C. The **Company**, as it deems expedient, has the right to investigate, adjust, defend, appeal and, with the consent of the **Insured**, negotiate the settlement of any **Claim** whether within or above the Retention. If the **Insured** refuses to consent to a settlement recommended by the **Company**; the **Company** is not obligated to pay any **Loss** or defend any **Claim** after the Limit of Liability has been exhausted by payment of **Loss** by settlement or otherwise. The **Company's** obligation to the **Insured** for **Defense Costs** and **Loss** attributable to such **Claim(s)** shall be limited to:
1. The amount of the covered **Loss** in excess of the Retention which the **Company** would have paid in settlement at the time the **Insured** first refused to settle;
 2. Plus covered **Defense Costs** incurred up to the date the **Insured** first refused to settle;
 3. Plus seventy five percent (75%) of covered **Loss** and **Defense Costs** in excess of the first settlement amount recommended by the **Company** to which the **Insured** did not consent.

It is understood that payment of 1., 2. and 3. above is the limit of the **Company's** liability under this Policy for any **Claim** in which the **Insured** fails or refuses to consent to the **Company's** settlement recommendation, subject at all times to the Limits of Liability and Retention provisions of the applicable Coverage Part. The remaining twenty five percent (25%) of **Loss** and **Defense Costs** in excess of the amount referenced in 1. and 2. above shall be the obligation of the **Insured**.

- G. The **Insured** agrees to cooperate with the **Company** on all **Claims**, and provide such assistance and information as the **Company** may reasonably request. Upon the **Company's** request, the **Insured** shall submit to examination and interrogation by a representative of the **Company**, under oath if required, and shall attend hearings, depositions and trials and shall assist in the conduct of suits, including but not limited to effecting settlement, securing and giving

evidence, obtaining the attendance of witnesses, giving written statements to the **Company's** representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the **Company**. The **Insured** further agrees not to take any action which may increase the **Insured's** or the **Company's** exposure for **Loss** or **Defense Costs**.

- H. The **Insured** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which the **Insured** or the **Company** may have, including the execution of such documents as are necessary to enable the **Company** to bring suit in the **Insured's** name, and shall provide all other assistance and cooperation which the **Company** may reasonably require.
- I. If notice of entry of judgment for a **Claim**, first made against the **Insured** during the **Policy Period** or during the Extended Reporting Period, if applicable, for **Wrongful Acts** or **Wrongful Employment Act** arising solely out of an **Insured's** duties on behalf of the **Organization**, is served upon the **Insured** or **Insured's** attorney and upon the **Company** and such judgment remains unsatisfied at the expiration of thirty (30) days from the serving of notice, the **Insured** may maintain an action against the **Company** for the amount of such judgment not exceeding the limit of liability shown in the Policy Declarations except where execution of such judgment is stayed by a court.

III. ORDER OF PAYMENTS

In the event payment of **Loss** is due under this Policy but the amount of such **Loss** exceeds the remaining available Limit of Liability specified in the Policy Declarations, the **Company** will:

- A. first pay such **Loss** on behalf of the **Individual Insured(s)** for which coverage is provided under section I. INSURING AGREEMENT; then
- B. to the extent of any remaining amount of the Limit of Liability available after payment under (a) above, pay such **Loss** on behalf of the **Organization** for which coverage is provided under Section I. INSURING AGREEMENT.

IV. NOTICE/ CLAIM REPORTING PROVISIONS

Notice hereunder shall be given in writing to the **Company**. Notice to any licensed agent of the **Company**, with particulars sufficient to identify the **Insured**, shall be deemed notice to the

Company. If mailed, the date of mailing of such notice shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

- A. As a condition precedent to exercising any right to coverage under this Policy, the **Insured** shall give to the **Company** written notice of a **Claim** being made against an **Insured** as a result of any incident to which this insurance applies. Notice must be first made during the **Policy Period** and reported in writing to the **Company** as soon as possible during the **Policy Period**, any subsequent renewal of this policy or any Extended Reporting Period. Failure to provide notice of a **Claim** within this timeframe will not invalidate any **Claim** unless the failure to provide such timely notice has prejudiced the **Company**. However, failure to provide notice of a **Claim** within this timeframe will also not invalidate any **Claim** if the **Insured** can show it was not reasonable possible to provide notice within the required timeframe and that notice was given as soon as reasonably possible.
- B. If written notice of a **Claim** has been given to the **Company** pursuant to Clause IV. A. above, then any **Claim** which is subsequently made against the **Insured** and reported to the **Company** alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** for which notice was given or alleging any **Wrongful Act** or **Wrongful Employment Act** which is the same as or related to any **Wrongful Act** or **Wrongful Employment Act** alleged in the **Claim** for which notice was given, shall be considered made at the time such notice was given.
- C. If during the **Policy Period** the **Insured** shall become aware of any circumstances which could give rise to a **Claim** being made against the **Insured**, the **Insured** shall give written notice to the **Company** of the circumstances and the reasons for anticipating such a **Claim** with full particulars as to dates and persons involved. Such notice must be given to the **Company** within the **Policy Period** or within sixty (60) days {ninety (90) days in the case of public entity } after the expiration of the Policy during the Automatic Extended Reporting Period. Any **Claim** which is subsequently made against the **Insured** and reported to the **Company** as required by the Policy alleging, arising out of, based upon or attributable to such circumstances or alleging any **Wrongful Act** or **Wrongful Employment Act** which is the same as or related to any **Wrongful Act** or **Wrongful Employment Act** alleged or

contained in such circumstances, shall be considered made at the time such notice of such circumstances was first given to the **Company**.

- D. If the **Company** disclaims liability or denies coverage based on the failure to provide timely notice, then the injured person or other claimant may maintain an action directly against the **Company**, in which the sole question is the **Company's** disclaimer or denial based on the failure to provide timely notice, unless within sixty (60) days following such disclaimer or denial, the **Parent Organization** or the **Company**:
1. Initiates an action to declare the rights of the parties under the insurance policy; and
 2. Names the injured person or other claimant as a party to the action.
- In any action in which the **Company** alleges that it was prejudiced as a result of a failure to provide timely notice, the burden of proof shall be on:
1. The **Company** to prove it has been prejudiced, if the notice was provided within two (2) years of the time required under this Policy; or
 2. The **Insured** or other claimant to prove that the **Company** has not been prejudiced, if the notice was provided more than two (2) years after the time required under this Policy
- E. The **Company's** rights shall not be deemed prejudiced unless the failure to timely provide notice materially impairs the ability of the **Company** to investigate or defend the **Claim**.
- F. Upon the **Company's** receipt of a written request by an **Insured** who has filed a **Claim** or by another claimant, the **Company** shall, within sixty (60) days of receipt of the written request:
1. Confirm to the claimant in writing whether the **Insured** had a policy in effect with the **Company** on the date of the alleged **Wrongful Act** or **Wrongful Employment Act**; and
 2. Specify the liability insurance limits of the coverage provided under the Policy.

V. CANCELLATION OR NON-RENEWAL

- A. This Policy may be canceled by the **Parent Organization** by either surrender thereof to the **Company** at its address stated in the Policy Declarations or by mailing to the **Company** written notice requesting cancellation and in either case stating when thereafter such cancellation shall be effective. If canceled by the **Parent Organization**, the **Company** shall retain the customary short rate proportion (pro rata plus 10%) of the premium.
- B. Cancellation During First Sixty Days
The **Company** may cancel this Policy only in the event of failure of the **Parent Organization** to pay the premium when due.

Cancellation of this Policy by the **Company** shall not become effective until twenty (20) days after written notice, stating the amount due, is mailed or delivered to the **Parent Organization** by the **Company** at the mailing address shown in the Policy, and to the **Parent Organization's** authorized agent or broker, if any.

C. Cancellation After 60 Days

After this Policy shall have been in effect for sixty (60) days, no cancellation of this Policy by the **Company** shall become effective until fifteen (15) days after written notice is mailed or delivered to the **Parent Organization** by the **Company** at the mailing address shown in the Policy, and to the **Parent Organization's** authorized agent or broker, if any. Such cancellation may be only for one or more of the following reasons:

1. Nonpayment of premium provided, however, that a Notice of Cancellation on this ground shall inform the insured of the amount due; or
2. Cancellation is required pursuant to a determination by the New York Superintendent of Insurance that continuation of the present premium volume of the **Company** would jeopardize the **Company's** solvency or be hazardous to the interests of policyholders of the **Company**, its creditors or the public; and
3. A determination by the Superintendent of Insurance that continuation of the Policy would violate, or would place the **Company** in violation of, any provision of the New York Insurance Law.

D. Non-Renewal or Conditional Renewal of this Policy by the **Company**

1. This Policy shall remain in full force and effect pursuant to the same terms, conditions and rates unless a written notice is mailed or delivered to the **Parent Organization** and its authorized agent, if any, by the **Company**, indicating the **Company's** intention:
 - a. Not to renew the Policy;
 - b. To condition its renewal upon a change in limits, change in type of coverage, reduction of coverage, increased deductible or addition of any exclusion, or upon increased premiums in excess of ten percent (unless due to increased exposure units, experience rating, loss rating, retrospective rating or audit) or any change less favorable to the **Insured**; or

- c. That the Policy will not be renewed or will not be renewed upon the same terms, conditions or rates. Such notice will advise the **Insured** that a second notice shall be mailed or delivered at a later date indicating the **Company's** intention as specified in (a) or (b), above, and that coverage shall continue on the same terms, conditions and rates as the expiring Policy, until the later of the expiration date or sixty (60) days after the second notice is mailed or delivered.
 - d. Non-renewal is not required when the **Insured** or agent authorized by the **Insured** has mailed notice that the policy has been replaced or is no longer desired.
2. Any notice as described in 1. , above, shall contain the specific reason or reasons for non-renewal. If the notice is a conditional renewal the notice shall set forth the amount of any premium increase and the nature of any other proposed changes. Such notice shall be mailed or delivered at least sixty (60) but not more than one hundred and twenty (120) days in advance of the end of the **Policy Period**.
 3. This section shall not apply if the **Parent Organization**, or any agent or broker authorized by the **Insured**, or another insurer of the **Insured**, mails or delivers written notice to the **Company** that the Policy has been replaced or is no longer required.

VI. REPRESENTATIONS AND SEVERABILITY

- A. The **Insureds** represent that the particulars and statements contained in the **Application** are true and agree that (1) those particulars and statements are the basis of this Policy and are to be considered as incorporated into and constituting a part of the Policy; (2) those particulars and statements are material to the acceptance of the risk assumed by the **Company**; and (3) the Policy is issued in reliance upon the truth of such representations.
- B. Except for material facts or circumstances known to the person or persons signing the **Application**, no statement in the **Application** or knowledge or information possessed by an **Insured** shall be imputed to any other **Insured** for the purpose of determining the availability of coverage.

VII. SUBROGATION

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In the event of any payment under this Policy, the **Company** shall be subrogated to the **Insured's** right of recovery therefore against any person or entity and the **Insured** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights.

VIII. CHANGES

This Policy contains all agreements between the **Insured** and the **Company** concerning the insurance afforded. The **Parent Organization** shown in the Declarations is authorized to make changes in the terms of this Policy, but only with the consent of the **Company**. This Policy's terms can be amended or waived only by endorsement issued by the **Company** and made a part of this Policy. Knowledge of a licensed agent of the **Company** shall be the same as knowledge to the **Company** and any fact which breaches a condition of this Policy, which is known to the **Company's** agent at the time of binding the Policy shall be considered known to the **Company** and shall not void the Policy or defeat a recovery thereon in the event of **Loss**.

IX. AUTHORIZATION CLAUSE AND NOTICES

By acceptance of this Policy, the **Insured** agrees that the **Parent Organization** shall act on behalf of all **Insureds** with respect to the giving and receiving of any return premiums that may become due under the Policy. Notice to the **Parent Organization** shall be directed to the individual named in the **Application**, or such other person as shall be designated by the **Parent Organization** in writing, at the address of the **Parent Organization**. Such notice shall be deemed to be notice to all **Insureds**. The **Parent Organization** shall be the agent of all **Insureds** to effect changes in the Policy or purchase Extended Reporting Period.

X. ASSIGNMENT

Assignment of interest under this Policy shall not bind the **Company** unless its consent is endorsed hereon.

XI. OTHER INSURANCE

This Policy shall be excess of and not contribute with other valid and collectible insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically written to be in excess of this Policy.

XII. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this Policy which are in conflict with the statutes of the State wherein this Policy is issued are hereby amended to conform to such statutes.

XIII. CHANGES IN EXPOSURE

If after the Inception Date of this Policy:

the **Parent Organization** merges into or consolidates with another entity such that the **Parent Organization** is not the surviving entity; or

another entity, person or group of entities and/or persons acting in concert acquires more than fifty percent (50%) of the assets of the **Parent Organization**; or

another entity, person or group of entities and/or persons acting in concert acquires the right to elect or select a majority of the directors of the **Parent Organization**; or the **Parent Organization** sells all or substantially all of its assets,

with such events being referred to as a "Transaction,"

this Policy shall continue in full force and effect until the expiration date of the policy, or the effective date of cancellation or non-renewal if applicable with respect to **Wrongful Acts** or **Wrongful Employment Act** occurring before the Transaction, but there shall be no coverage under this Policy for actual or alleged **Wrongful Acts** or **Wrongful Employment Act** occurring on and after the Transaction. The **Parent Organization** shall give the **Company** written notice of the Transaction as soon as practicable, but not later than thirty (30) days after the effective date of the Transaction.

The entire premium for this Policy shall be deemed earned regardless of any Transaction(s) during the **Policy Period**. In the event of a Transaction, the **Parent Organization** shall have the right to an offer of coverage by the **Company** for an Extended Reporting Period to report **Wrongful Acts** or **Wrongful Employment Act** occurring prior to the effective date of the transaction.

XIV. ACTION AGAINST THE COMPANY

- A. No action shall lie against the **Company** unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, and until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** or by written agreement of the **Insured**, the claimant or the claimant's legal representative, and the **Company**.
- B. Any person or the legal representatives thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join the **Company** as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or their legal representatives. Bankruptcy or insolvency of the **Insured** or their successors in interest shall not relieve the **Company** of its obligations hereunder.
- C. If the **Company** disclaims liability or denies coverage based upon the failure to provide timely notice, then the injured person or other claimant may maintain an action directly against the **Company**, in which the sole question is the **Company's** disclaimer or denial based on the failure to provide timely notice, unless within sixty (60) days following such disclaimer, the **Parent Organization** or the **Company**:
- (1) Initiates an action to declare the rights of the parties under the insurance policy; and
 - (2) Names the injured person or other claimant as a party to the action.

XV. ACCEPTANCE

This Policy embodies all agreements existing between the parties hereunder or any of their agents relating to this insurance.

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

Secretary



President



POLICY NUMBER: NBP2555571

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Monroe County, Monroe County Airport Authority, Monroe County Division of Social Services,
Monroe County Pure Water Districts, and Rochester-Monroe County Youth Bureau

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

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT - NEW YORK

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph 1. Who is an Insured of Section II - Covered Autos Liability Coverage is amended to include the following:

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph 1. - WHO IS AN INSURED - of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph 1. - WHO IS AN INSURED - of Section II - Covered Autos Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

Paragraph 1. - WHO IS AN INSURED - of Section II - Covered Autos Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.f. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

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

We will share the remaining loss, if any, by the method described in SECTION IV - Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV - Business Auto Conditions,

B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The amount we will pay for any partial "loss" to any hired "auto" is the cost of repairing or replacing the damaged property minus a deductible.

The amount we will pay for any one total "loss" to any hired "auto" is the smaller of the retail value for a substantially similar vehicle, a quotation for a substantially similar vehicle obtained by us from a qualified dealer, or the purchase price, plus the cost of substantiated improvements. However, the most we will pay in the event of a total "loss" to any hired "auto" is \$100,000 (Not applicable to settlements subject to New York State law.) A deductible applies for each covered hired "auto".

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$40 per day and a maximum limit of \$1200.

5. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

6. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III Physical Damage Coverage, Limit of Insurance, Paragraph C is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph (1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will

be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

7. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

8. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

9. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

10. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

12. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of

SECTION IV - B.7.B.(6).BUSINESS AUTO CONDITIONS is replaced by the following:

6. For short-term hired "autos", the coverage territory with respect to Covered Autos Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

13. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

14. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

15. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

16. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto or an auto powered solely by electricity or natural gas for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this

Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

17. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Community Resource Collaborative Inc</p> <p>100 College Avenue, Suite 130</p> <p>Rochester NY 14607</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>888-444-1060</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>872598022</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Monroe County</p> <p>39 West Main Street, Room 200</p> <p>Rochester, NY 14614</p>	<p>3a. Name of Insurance Carrier</p> <p>Hartford Accident & Indemnity Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>01WECAR2L1N</p> <p>3c. Policy effective period</p> <p>2/16/2023 to 2/16/2024</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Gerard P Smith Agency Inc.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Jan C. Smith 2/24/2023
DocuSigned by: (Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 585-872-5700

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
COMMUNITY RESOURCE COLLABORATIVE, INC.
100 COLLEGE AVE SUITE 130
ROCHESTER, NY 14607
1b. Business Telephone Number of Insured
888-444-1060
1c. Federal Employer Identification Number of Insured or Social Security Number
872598022

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Monroe County
39 West Main Street, Room 200
Rochester, NY 14614
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL658659
3c. Policy effective period
02/16/2023 to 02/15/2024

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 2/24/2023 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

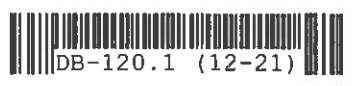
State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Clarity Catalyst for Mentors and Coaches

A Workplace Guide to Your Future Self



CONGRATS!

WE'RE KINDRED SPIRITS.

MINDSET IS WHAT SEPARATES THE BEST FROM THE REST

So you've gone through the interview process, you've signed the contracts, and you're finally here at CRC. Congratulations for making it this far.... Really! Congratulations and welcome. This is where it all comes together. This is where you become a team member!

1

CRC

Get to know who we are, what we do and some fun facts too.

2

THE POWERS AT BE

Resources and references for NYS labor laws

3

MINDSET MASTERY

3 simple steps to unlock your full earning potential in child care



Learn more about CRC

www.crcny.org



Learn more about NYS Labor Laws

www.dol.ny.gov



Learn more about Code of Federal Regulations

www.ecfr.gov

Preface

A little bit about Community Resource Collaborative Inc. (CRC):

We began operations in September 2021 and was born out of the need for Rapid Relocation services. The idea was not initially to start another non-profit organization in the Rochester, NY area – with services and resources at an abundance, however that's how the story starts.

One phone call in the middle of the night started a process has turned into a grassroots, powerful organizations who focuses on those impacted directly or indirectly by violence. It has turned into so much more in working with young people between the ages of 14 to 24, working towards healing and steadiness. Through outreach, work force development, housing alternatives, rapid relocation, education, mental health and healing, we work with the community's opportunity young people. The populations we service include chronically homeless, gang affiliated, re-entry, pregnant/parenting, refugees, English language learners and differently abled. We are an organization for all humans in all different spaces and places, working through the trauma of violence.

It takes grit, savvy, heart, empathy, and a whole host of other descriptors to be able to do the type of work we do. It can be heart warming and heart breaking and it always has impact.

We're built on grit, grace and gratitude.

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This handbook does not constitute an employment contract or binding policy and is subject to change at any time. Either CRC or a mentor can terminate the employment relationship at any time, with or without cause, with or without notice. Employment with CRC is at-will, and nothing in this handbook will alter that status.

First edition: October 2022

Community Resource Collaborative, Inc.
Rochester, New York USA
www.commresourcecollab.org

*Designed by CRC
Typeface: ITC New Baskerville*

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 3 SIMPLE STEPS TO UNLOCK YOUR FULL EARNING POTENTIAL

1. Faith in Creativity: Trust the Process
2. Personal Vision: Start with the End in Mind,
3. Master Your Mind. Master Your Destiny.



How To Use This Book

This book isn't about fringe benefits or how to set up your work space or where to find office supplies. Community Resource Collaborative works in ways that might seem counterintuitive at first. This workplace guide is about the choices you're going to be making for the betterment of CRC and how to think about them as they relate to your personal goals.

NEXT SECTION: COMMUNITY RESOURCE COLLABORATIVE

Community Resource Collaborative (CRC) was born out of a need to rapidly relocate those who are in imminent/mortal danger from gun violence, domestic violence, trafficking and other forms of violence.

Through various collaborations across New York State and nationally, we collectively and successfully connect young people with the resources they need to be able to move through their traumatic experiences to starting personal peace by addressing housing, employment, mental health and other needed services to support basic human needs and continued personal growth and healing.



Community Resource Collaborative

Who We Are



Community Resource Collaborative uplifts people between the ages of 14 and 24 affected by violence, either directly or indirectly, including gun violence, domestic violence and trafficking.

We collaborate with various channels across New York State and beyond to connect young people with the resources they need to move through their traumas and find personal peace by way of stable housing, employment, mental health and other necessary services.

Through the support of CRC, continued personal growth and healing are made possible by ensuring basic human needs are met.

We defend and champion humankind through strong advocacy for what is right, equitable and just.

Community Resource Collaborative

What We Do

IT IS THE MISSION OF COMMUNITY RESOURCE COLLABORATIVE (CRC) TO UPLIFT YOUNG PEOPLE BETWEEN THE AGES OF 14 AND 24 WHO ARE DIRECTLY AND INDIRECTLY EFFECTED BY ALL FORMS OF VIOLENCE.



Domestic Violence

Domestic violence is intimate partner violence or other abuse that occurs in a domestic setting, such as in a marriage or cohabitation. The city of Rochester rates of domestic violence are 3.6 times the statewide rate.



Gun Violence

In 2021, there were 81 victims of homicide in Rochester, NY, 72% of those were by firearm. Of that 72%, about 20 of those victims were under the age of 25.



Human Trafficking

Human trafficking is the trade of humans for the purpose of forced labour, sexual slavery, or commercial sexual exploitation for the trafficker or others. Those most vulnerable to trafficking include young people who are homeless, suffering from addiction, and lacking basic needs.



Other Forms of Violence

As of 2019, one's chance of becoming a victim of either violent or property crime in the city of Rochester is one in 24.

Standards of Conduct

NOTHING IN THIS POLICY IS INTENDED TO LIMIT YOUR RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT, OR TO MODIFY THE AT-WILL EMPLOYMENT STATUS WHERE AT-WILL IS NOT PROHIBITED BY STATE LAW.

Community Resource Collaborative's work environment promotes job satisfaction, respect, responsibility, integrity, and value for all our mentors, clients, customers, and other stakeholders. By deciding to work here, you agree to follow our rules. Here is an inconclusive list of common-sense infractions that could result in discipline, up to and including immediate termination of employment:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on CRC property (including in CRC vehicles), or on CRC business.
- Inaccurate reporting of the hours worked by you or any other mentors.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the CRC or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying CRC property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow mentor, vendor, or customer.
- Disclosure of CRC trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the CRC or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow mentors on CRC premises during working hours.
- Failure to dress according to CRC policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this CRC.
- Gambling on CRC premises.
- Lending keys or keycards to CRC property to unauthorized persons.

ONBOARDING

The first year of your employment is considered an introductory period. During this period, you will become familiar with Community Resource Collaborative and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the CRC can be shortened or lengthened as deemed appropriate by management. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

TIME AND ATTENDANCE

If you know ahead of time that you will be absent or late, please provide reasonable advance notice to your Coach. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Community Resource Collaborative reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences. If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Community Resource Collaborative.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established CRC procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your coach any mentor or coach who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

USE OF COMPANY TECHNOLOGY

NEPOTISM

An employee may not appoint or advocate the appointment to any position under his or her control, any individual who is a relative of the employee. No employee shall supervise a member of his or her own family except in emergency situations.

PERSONAL APPEARANCE

USE COMMON SENSE AND GOOD JUDGMENT IN DETERMINING WHAT TO WEAR TO WORK.

Your personal appearance reflects on the reputation, integrity, and public image of Community Resource Collaborative. All team members are required to report to work neatly groomed and dressed. You are expected to wear clean clothing, maintain good grooming and personal hygiene habits. Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The CRC, in accordance with applicable law, will reasonably accommodate team members with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on CRC. Contact your manager to request a reasonable accommodation. Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

PERSONAL CELL PHONE/MOBILE DEVICE USE

NOTHING IN THIS POLICY IS INTENDED TO PREVENT TEAM MEMBERS FROM ENGAGING IN PROTECTED CONCERTED ACTIVITY UNDER THE NLRA.

While Community Resource Collaborative permits team members to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on CRC property unless authorized in advance by a Coach or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

USE OF COMPANY TECHNOLOGY

You may connect your personal device to the CRC network. You are expected to comply with CRC policies regarding the protection of confidential and proprietary information when using personal devices. You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain authorization from the owner. The use of personal devices is limited to certain mentors and may be limited based on compatibility of technology.

DO NOT USE CRC IT RESOURCES AND COMMUNICATIONS SYSTEMS FOR ANY MATTER THAT YOU WOULD LIKE TO BE KEPT PRIVATE OR CONFIDENTIAL.

IT resources and communication systems [owned by and made available to you at or through the CRC (whether accessed using your own devices or an CRC device)] governed by this policy include but are not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.]]

CRC IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law. All content maintained in CRC IT resources and communications systems are the property of the CRC. Therefore, mentors should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on CRC electronic information and communications systems. The CRC reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over CRC IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the CRC will exercise this right periodically, without prior notice and without prior consent.

The interests of the CRC in monitoring and intercepting data include, but are not limited to: protection of CRC trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting

USE OF COMPANY TECHNOLOGY

mentors in the management of electronic data during periods of absence. You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on CRC IT resources and communications systems.

401(K) PLAN

Eligible team members (as determined by the terms of the plan) may participate in the Community Resource Collaborative 401(k) plan. The CRC is required to let you know if you are eligible. This benefit, as well as other benefits, may be canceled or changed at the discretion of the CRC, unless otherwise required by law.

MILITARY LEAVE (USERRA)

Community Resource Collaborative complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your Coach or appropriate department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Coach of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Coach.

UNEMPLOYMENT COMPENSATION INSURANCE

Unemployment compensation insurance is paid for by Community Resource Collaborative and provides temporary income for mentors who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the CRC.

WORKERS' COMPENSATION INSURANCE

Workers' compensation is a no-fault system designed to provide benefits to all team members for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Community Resource Collaborative, no matter how slightly, you are to report the incident immediately to your Coach. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

DRUG AND ALCOHOL POLICY

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The CRC does not discriminate against mentors solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the CRC Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Coach if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

From time to time, the CRC may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

The CRC may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the CRC may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The CRC may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

WORKPLACE VIOLENCE

As the safety and security of our mentors, vendors, contractors, and the general public is in the best interests of Community Resource Collaborative, we are committed to working with our mentors to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The CRC has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, mentors, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

CODE OF ETHICS

CONFIDENTIALITY AND NONDISCLOSURE OF TRADE SECRETS

As a condition of employment, Community Resource Collaborative team members are required to protect the confidentiality of CRC trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the CRC. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

Team members of the organization will have access to confidential information of the organization and our clients. Confidential information includes, but is not limited to, SSNs, Driver's License Numbers, Account Numbers, and information concerning investor suitability.

Disclosure of confidential information might seriously damage the Company's or clients' competitive position and therefore such action will not be tolerated. This non-disclosure applies during and after a team member's employment. Any copying, reproducing, or distributing of confidential information in any manner must be authorized by management. Confidential information remains the property of the organization. Team members are never permitted to remove hard copy files containing confidential information from the office. Team members must have their company computer password protected and set to lock after 15 minutes of inactivity.

Team members are expected to adhere to all guidelines to protect confidential information as outlined in our compliance document, Written Supervisory Procedures (WSP).

CONFLICT OF INTEREST

CRC requires that team members protect organization information and avoid outside activities or relationships, which do or could adversely influence their decisions or actions on the job. Conflict of interest situations, which could arise while moonlighting for a competitor of ours, should also be avoided.

Other examples of conflict of interest could be: Serving as a board member or director of a competing firm, holding financial interest in a competing organization, or being self-employed in an occupation which competes with the organization, or ownership, partnership, or personal involvement in supplier companies or distribution outlets related to organization business. If team members have any question whether a situation is a conflict of interest, employees should discuss the matter with their supervisor.

If you have information that leads you to suspect that mentors are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your manager.

CUSTOMER, CLIENT, AND VISITOR RELATIONS

Community Resource Collaborative strives to provide the best products and services possible to our customers and clients. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your manager immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your manager or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our CRC as a leader in its field.

Fun Facts

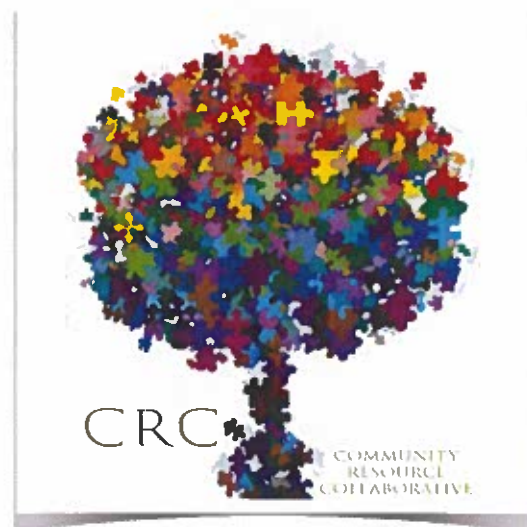
We're built on grit, grace and gratitude.

Community Resource Collaborative (CRC) was born out of a need to rapidly relocate those who are in imminent/mortal danger from gun violence, domestic violence, trafficking and other forms of violence.

Since its inception in September of 2021, CRC has successfully relocated 32 humans to safety and has evolved to include several forms of collaboration and service to the community of Rochester, NY.

We coordinate our efforts in partnership with other like-minded organizations and companies such as Pathways to Peace, SNUG, Rise up Rochester, Saving AJ with the goal of flattening the following statistics.

CRC, with the help of our community partners, works diligently and hopefully with the goal of decreasing violence and the impact it has on the young people of our community.



We continue to evolve as the voices of our clients are not only heard, but listened and responded to with the insights each person brings to the collaborative. Through the community supports we have in place, we have the ability to eliminate barriers, educate stakeholders and advocate for the needs of our clients. We hear them. We see them. And we work towards keeping these young, members of our community alive (and thriving) through finding the mechanisms to uplift their personal missions with stable financial, physical and mental health supports.

NEXT: THE GOVERNING BODIES OF OUR INDUSTRY

Community Resource Collaborative complies with all federal and state employment laws, and this handbook generally reflects those laws. The CRC also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.



The Powers at Be

Please feel free to ask your manager any questions at any time.

Labor Laws

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Community Resource Collaborative is committed to complying with all federal, state, and local equal employment laws. To that end, the CRC is dedicated to maintaining a work environment that is free from harassment and discrimination on the basis of age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), disability, reproductive health decision making (including, but not limited to, the decision to use or access a particular drug, device, or medical service), marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws. The CRC is dedicated to the fulfillment of this policy with respect to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, compensation, termination, and all other terms, conditions, and privileges of employment.

The CRC will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The CRC will take appropriate corrective action, if and where warranted. The CRC prohibits retaliation against mentors who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Coach or any other designated member of management.

Labor Laws

DISABILITY ACCOMMODATION

Community Resource Collaborative complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the CRC will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Coach. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the CRC will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the CRC in connection with a request for accommodation will be treated as confidential.

The CRC encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the CRC is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the CRC.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law. The CRC will not discriminate or retaliate against mentors for requesting an accommodation.

Labor Laws

RELIGIOUS ACCOMMODATION

Community Resource Collaborative is dedicated to treating its mentors equally and with respect and recognizes the diversity of their religious beliefs. All mentors may request an accommodation when their religious beliefs cause a deviation from the CRC dress code or the individual's schedule, basic job duties, or other aspects of employment. The CRC will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other mentors — when determining a reasonable accommodation. At no time will the CRC question the validity of a person's belief. If you require a religious accommodation, speak with your Coach.

ACCOMMODATIONS FOR NURSING MOTHERS

Community Resource Collaborative will provide nursing mothers at least 20 minutes unpaid break time once every three hours to express milk for their infant child(ren) for up to three years following the child's birth. If you are nursing, the CRC will make reasonable efforts to provide you a private room, other than a restroom, to express milk. The room will be clearly designated, in close proximity to work area, contain a chair and small table or other flat surface, and either have a lock or a sign on the door to indicate when the room is in use. Expressed milk can be stored in company refrigerators or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other mentors who may share the refrigerator. You are encouraged to discuss the length and frequency of these breaks with your Coach.

ACCOMMODATIONS FOR VICTIMS OF DOMESTIC VIOLENCE

Community Resource Collaborative will provide reasonable accommodations to mentors who are victims of domestic violence who must be absent from work for a reasonable time, unless such accommodation would cause an undue hardship on the CRC.

Accommodations include reasonable time off to:

- Seek medical attention for injuries caused by domestic violence, including for a child who is the victim of domestic violence;
- Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence;
- Obtain psychological counseling related to an incident or incidents of domestic violence, including for a child who is the victim of domestic violence;
- Participate in safety planning or other action taken to increase safety from future incidents of domestic violence (e.g., temporary or permanent relocation); or
- Obtain legal services, assist in the prosecution of an offense, or appear in court related to an incident of domestic violence.

Labor Laws

A **victim of domestic violence** is any person who is older than 16, married, or is a parent accompanied by a minor child in a situation where the individual or minor child is the victim of an act committed by a family or household member in violation of New York penal law. The act must have resulted in actual physical or emotional injury or created a substantial risk of physical or emotional harm to the person or their child.

NOTICE

You must provide reasonable advance notice of your intention to take time off for the above reasons unless advanced notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you or your child was a victim of domestic violence;
- A court order protecting or separating you or your child from the perpetrator of the domestic violence;
- Other evidence from the court or prosecuting attorney that you appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you or your child underwent counseling or treatment for physical or mental injuries or abuse resulting from the domestic violence.

CONFIDENTIALITY

The CRC will maintain the confidentiality of any information regarding your status as a victim of domestic violence, except as required by federal or state law or as necessary to protect your safety in the workplace.

COMPENSATION

The time off may be charged against any paid time off to which you are entitled. If you have no available paid time off, the time off may be treated as unpaid time.

RETALIATION

The CRC will not retaliate against a victim of domestic violence for requesting or obtaining reasonable accommodation in accordance with this policy.

Labor Laws

CRIME VICTIM AND WITNESS LEAVE

Community Resource Collaborative will provide eligible mentors with time off from work, without pay, for any of the following reasons:

- To comply with a subpoena to testify in a criminal proceeding (including time off to consult with the district attorney);
- To give a victim impact statement at a pre-sentencing proceeding;
- To give a statement at a sentencing proceeding; or
- To give a statement at a parole board hearing.

You are eligible for time off under this policy if you are:

- The victim of the crime at issue in the proceedings;
- The victim's next of kin;
- The victim's representative if the victim is deceased as a result of the offense;
- A "Good Samaritan"; or
- Pursuing an application or the enforcement of an order of protection as provided under relevant law.

For purpose of this policy:

- **Good Samaritan** means someone who acts in good faith to apprehend a person who has committed a crime in his or her presence, to prevent a crime or an attempted crime from occurring, or to aid a law enforcement officer in effecting an arrest.
- **Victim's representative** means a person who represents or stands in the place of another person, including but not limited to: an agent, attorney, guardian, conservator, executor, heir, or parent of a minor.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must notify your Coach as soon as possible and at least one day before taking leave to make scheduling arrangements. The CRC reserves the right to require mentors to provide proof of the need to attend the criminal proceedings to the extent authorized by law. The CRC will not retaliate against mentors who request or take leave in accordance with this policy.

Labor Laws

POLICY AGAINST WORKPLACE HARASSMENT

Community Resource Collaborative has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), disability, reproductive health decision making (including, but not limited to, the decision to use or access a particular drug, device, or medical service), marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws. All forms of harassment of, or by, mentors, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

SEXUAL HARASSMENT

The CRC is committed to maintaining a workplace free from sexual harassment, which is unlawful and subjects the CRC to liability. The CRC prohibits any form of sexual harassment and all mentors are required to work in a manner that prevents sexual harassment. For additional information on sexual harassment, including how to file a claim, see the Sexual Harassment Policy.

OTHER HARASSMENT

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age, race, creed, color, national origin (including ancestry), religion, gender or sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), disability, reproductive health decision making (including, but not limited to, the decision to use or access a particular drug, device, or medical service), marital status, partnership status, caregiver status, domestic violence victim status, familial status, military status, unemployment status, genetic information (including genetic characteristics), or any other protected status under federal, state, or local laws.

Labor Laws

OTHER HARASSMENT

The following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

REPORTING DISCRIMINATION AND HARASSMENT

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your Coach or any member of management. The CRC prohibits retaliation against mentors who provide information about, complain about, or assist in the investigation of any complaint of harassment or discrimination.

The CRC will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, the CRC will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the CRC determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the CRC may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped.

Labor Laws

ALTERNATIVE REPORTING AND REMEDIES

IF THE DISCRIMINATION OR HARASSMENT INVOLVES CRIMINAL ACTIVITY, CONTACT LOCAL POLICE.

The CRC encourages mentors to report incidents of discrimination and harassment internally. However, mentors who believe they have been subjected to discrimination or harassment in the workplace may file a private civil action or seek relief by either:

- Filing a complaint alleging violation of the New York State Human Rights law with the Division of Human Rights, or in the New York State Supreme Court; or
- Filing a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) for violation of federal anti-discrimination laws, including Title VII of the Civil Rights Act of 1964 (Title VII).

To file a complaint, contact the appropriate agency below.

New York Division of Human Rights

One Fordham Plaza, Fourth Floor

Bronx, New York, NY 10458

718-741-8400

www.dhr.ny.gov

Equal Employment Opportunity Commission (EEOC)

800-669-4000 | TTY: 800-669-6820 | info@eeoc.gov | www.eeoc.gov

Local jurisdictions may have additional protections against discrimination and harassment. For example, workers in New York City may file complaints of discrimination or harassment with the New York City

Commission on Human Rights at:

Law Enforcement Bureau

Commission on Human Rights

40 Rector Street, 10th Floor

New York, NY 10006

212-306-7450

www.nyc.gov/html/cchr/html/home/home.shtml

Labor Laws

In any civil action alleging a violation of the laws prohibiting sexual harassment and discrimination, a court may order or award:

- Damages including but not limited to back pay, benefits, and reasonable attorneys' fees and costs;
- Injunctive relief;
- Reinstatement; and/or
- Liquidated damages equal to 100 percent of the award for damages.

Any act of retaliation against mentors for exercising any rights granted under this policy may subject the CRC to separate civil penalties. For the purposes of this policy, ***retaliation*** or ***retaliatory personnel action*** means discharging, suspending, demoting, or otherwise penalizing mentors for:

- Making or threatening to make a complaint to the CRC, a coworker, or to a public body, that rights guaranteed under this policy have been violated;
- Causing to be instituted any proceeding under or related to this policy; or
- Providing information to or testifying before any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by the CRC.

Labor Laws

MEAL PERIODS

Community Resource Collaborative strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal periods. Under New York law:

- Non-factory workers are entitled to a 30-minute unpaid meal period between 11 a.m. and 2 p.m. for shifts six hours or longer that extend over that period, and a 45-minute unpaid meal period midway between the beginning and end of a shift that starts between 1 p.m. and 6 a.m. and lasts more than six hours.
- All workers are entitled to an additional 20-minute unpaid meal period between 5 p.m. and 7 p.m. for workdays that extend from before 11 a.m. to after 7 p.m.

Applicable law also provides that the CRC may limit meal periods to a minimum of 30 minutes as long as there is no indication of hardship to the mentors. You are not required to work during your meal period. Check with your Coach regarding procedures and schedules for meal periods.

The CRC requests that mentors accurately observe and record meal periods. If you know in advance that you may not be able to take your scheduled meal period or are not fully relieved of all duties, let your Coach know; in addition, notify your Coach as soon as possible if you were unable to take or were prohibited from taking a meal period.

JURY DUTY LEAVE

Community Resource Collaborative encourages mentors to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Coach as soon as possible to make scheduling arrangements. If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty.

The CRC reserves the right to require mentors to provide proof of jury duty service to the extent authorized by law. The CRC will not retaliate against mentors who request or take leave in accordance with this policy.

Labor Laws

PAID SICK LEAVE

Community Resource Collaborative provides paid sick leave to eligible team members in accordance with New York law.

ELIGIBILITY

All team members are eligible for sick leave.

REASONS FOR LEAVE

Sick leave may be used for the following purposes:

- For your own or a family member's mental or physical illness, injury, or health condition regardless of whether such illness, injury, or health condition has been diagnosed or requires medical care at the time that you request leave;
- For the diagnosis, care, or treatment of your own or a family member's mental or physical illness, injury, or health condition or need for medical diagnosis or preventive care; or
- For your absence from work when you or your family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking and you need to:
 - Obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - Participate in safety planning, temporarily or permanently relocate, or take other actions to increase your safety or the safety of your family members;
 - Meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - File a complaint or domestic incident report with law enforcement;
 - Meet with a district attorney's office;
 - Enroll children in a new CRC; or
 - Take any other actions necessary to ensure you or a family member's health or safety or to protect those who associate or work with you.

Labor Laws

If you are responsible for the domestic violence, family offense, sexual offense, stalking, or human trafficking, you are not eligible for leave under this policy.

Family member means: Your child, spouse, domestic partner, parent, sibling, grandchild, or grandparent; or the child or parent of your spouse or domestic partner.

Parent means: Your biological, foster, step- or adoptive parent; or A person who acted as your legal guardian or a person who stood in loco parentis when you were a minor child.

Child means: Your biological, adopted, or foster child; A legal ward; or A child for which you stand in loco parentis.

AMOUNT OF LEAVE AND USAGE

Eligible mentors will be provided 40 hours of sick leave at the beginning of each leave year. For purposes of this policy, the leave year is any consecutive 12-month period following your first work anniversary. The minimum increment of leave that you may take at one time is 3 hours. Unused sick leave will carry over to the following leave year; however, you may still only use 40 hours of sick leave in a leave year.

COMPENSATION

You will be paid at your regular rate of pay or the applicable minimum wage, whichever is greater.

NOTICE

If the need for leave is foreseeable, you must provide reasonable notice of your need for leave. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

CONFIDENTIALITY

Details surrounding your request for leave will be kept confidential, except as required by federal or state law or as necessary to protect your safety in the workplace. You will not be required to disclose the nature of any medical condition or of any domestic violence/sexual offense matter necessitating the need for leave.

RECORD KEEPING

You may request (verbally or in writing) a summary of the amounts of sick leave you have accrued and used in the current calendar year and/or any previous calendar year. This information will be provided within three business days.

PAYMENT UPON TERMINATION

You will not be paid for any unused sick leave when your employment ends.

RETALIATION

The CRC will not retaliate against mentors who request or take leave in accordance with this policy.

Labor Laws

VOTING LEAVE

Community Resource Collaborative encourages all mentors to fulfill their civic responsibility and to vote in public elections. Most work schedules provide sufficient time to vote either before or after working hours. If the polls are open for at least four consecutive hours before or after the work shift, you will be deemed to have sufficient time outside of work hours to vote.

If you do not have sufficient time before or after work to vote, you may take enough time off at the beginning or end of your work shift to vote. Up to two hours' time off for this purpose will be provided without loss of pay.

You must request time off to vote from your Coach at least two working days prior to Election Day so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to normal business operations.

The CRC will not retaliate or tolerate retaliation against mentors who request or take leave under this policy. If you believe that you are being retaliated against because you requested or took leave under this policy, immediately report it to your Coach.

DISABILITY BENEFITS

If you are unable to work for more than seven consecutive days due to a non-work-related illness or injury, or pregnancy-related disability, you may be eligible for disability benefits. Disability benefits provide up to 26 weeks of partial wage replacement benefits during any 52-consecutive-week period. Benefits are payable beginning on the eighth consecutive day of disability.

The cost of your disability insurance coverage is paid by Community Resource Collaborative, shared between you and the CRC through payroll deductions.

If you have been disabled for more than seven days, the CRC will provide you with a Form DB-271S, *Statement of Rights*, within five days of learning that you are disabled. The *Statement of Rights* provides information on how to file a claim for benefits. You must file a claim within the first 30 days of your disability or all or part of your claim may be rejected. You must be under the care of a physician, chiropractor, podiatrist, psychologist, dentist, or certified nurse midwife to qualify for disability benefits.

Disability benefits are a wage replacement benefit, not a protected leave benefit. If you are temporarily disabled, you may be eligible for job-protected leave under the federal Family and Medical Leave Act or other state or local law.

To learn more about the New York Disability Benefits law, including eligibility requirements and benefits, or to obtain a claim form (Form DB-450), contact the New York State Workers' Compensation Board (www.wcb.ny.gov).

Labor Laws

COVID-19 SICK LEAVE

If you are subject to an individual order of mandatory or precautionary quarantine or isolation issued by New York State, the New York State Department of Health, local board of health, or any other government entity authorized to issue such order due to COVID-19 (Individual Quarantine Order), you may be eligible for paid and/or unpaid leave in addition to paid family leave benefits (PFLB) and disability benefits (DB).

PROGRAM SPECIFICS

For the duration of the Individual Quarantine Order, the CRC is required to provide you with **unpaid sick leave** and you may be eligible for compensation by applying for PFLB and DB. Leave will be provided without the loss of any accrued sick leave.

ELIGIBILITY

You are not eligible for leave if you are deemed asymptomatic or have not yet been diagnosed with a medical condition and are physically able to work remotely or through other means while under an Individual Quarantine Order.

If you have returned to the United States after non-business-related travel to a country from which the Centers for Disease Control and Prevention (CDC) has issued a level two or three travel health notice, you are not eligible for these benefits if you were provided notice of the travel advisory, were warned that you would not be eligible for such benefits if you elected to travel to such countries, and chose to travel anyway. All mentors in this category are entitled to use any accrued leave provided by the CRC. If you do not have any accrued leave, you may use unpaid leave for the duration of the quarantine or isolation.

RESTORATION

Upon return from leave, you will be restored to the same position you held prior to the leave with the same pay and other terms and conditions of your employment.

Labor Laws

HOW TO APPLY FOR BENEFITS

Information on how to apply for DB and/or PFLB when you are under an Individual Quarantine Order is available at <https://paidfamilyleave.ny.gov/if-you-are-quarantined-yourself#how-to-apply>.

BUSINESS CLOSURE

If the CRC temporarily closes or goes out of business due to COVID-19, you may not be eligible for the above benefits and should immediately apply for unemployment insurance. The unemployment insurance benefits one-week waiting period has been waived. Information on how to file a claim can be obtained at <https://labor.ny.gov/unemploymentassistance.shtm>.

DISCRIMINATION AND RETALIATION

The CRC will not discriminate or retaliate against mentors who take leave in accordance with this policy.

Labor Laws

SEXUAL HARASSMENT PREVENTION

INTRODUCTION

Community Resource Collaborative is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. Sexual harassment is unlawful and subjects the CRC to liability. The CRC prohibits any form of sexual harassment and all mentors are required to work in a manner that prevents sexual harassment in the workplace. This policy is one component of our commitment to a harassment-free and discrimination-free work environment.

You have the right to a workplace free from sexual harassment and can enforce this right by filing a complaint internally with the CRC, with an administrative agency, or in a federal, state, or local court (if applicable).

POLICY

- **Application.** This policy applies to all mentors, applicants for employment, interns (paid or unpaid), and "non-mentors," regardless of immigration status. A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services pursuant to a contract with the CRC. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services pursuant to a contract with the employer.
- **Sexual Harassment Prohibited.** Sexual harassment is prohibited. Sexual harassment is a form of misconduct and will not be tolerated. All mentors or other individuals covered under this policy who engage in sexual harassment will be subject to disciplinary action up to and including termination.
- **Retaliation Prohibited.** The CRC will not take an adverse employment action against any person covered by this policy who in good faith reports an incident of sexual harassment, provides information about an incident of sexual harassment, or otherwise assists in an investigation of a sexual harassment complaint. The CRC will not tolerate retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Anyone who retaliates against another individual involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All mentors, interns, or non-employees in the workplace who believe they have been subjected to such retaliation should inform their Coach. All mentors, paid or unpaid interns, or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below.

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- **Liability for Sexual Harassment.** Sexual harassment is offensive, is a violation of CRC policy, is unlawful, and subjects the CRC to liability to victims of sexual harassment. Sexual harassers may also be individually subject to liability. Any individual, including management, who engages in sexual harassment or who allows such behavior to continue, will be penalized for such misconduct.
- **Investigation of Sexual Harassment Claims.** The CRC will conduct a timely investigation when management receives a complaint about possible sexual harassment or otherwise knows of possible sexual harassment occurring. The CRC will keep the investigation confidential to the extent possible. The CRC will take corrective action when sexual harassment is found to have occurred. All mentors and coaches are required to cooperate with any investigation of sexual harassment.
- **Reporting Sexual Harassment.** All mentors and any other individuals covered by this policy are encouraged to report any behavior or conduct that violates the CRC sexual harassment policy. A complaint form is provided below.
- **Reporting for Coaches.** Coaches are required to report any sexual harassment complaint that they receive and any sexual harassment that they observe to the owner

DEFINITION OF SEXUAL HARASSMENT

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

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Sexual harassment includes unwelcome conduct that is either of a sexual nature or that is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment consists of words, signs, jokes, pranks, intimidation, or physical violence that are of a sexual nature. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements, or sexually discriminatory remarks made by someone that are offensive or objectionable to the recipient, that cause the recipient discomfort or humiliation, or that interfere with the recipient's job performance.

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while mentors are traveling for business or at employer-sponsored events or parties. Calls, texts, emails, and social media usage by mentors can constitute unlawful workplace harassment, even if they occur away from the workplace premises or not during work hours.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment, or any other terms, conditions, or privileges of employment. This is called "quid pro quo" harassment.

Sexual harassment can occur between any individuals, regardless of their sex or gender.

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Although it is not possible to identify every act that constitutes sexual harassment, the following are some examples:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, grabbing, brushing against another mentor's body or poking another mentors' body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults.
- Unwanted sexual advances, requests, or propositions, such as:
 - Requests for dates after being informed that interest is unwelcome;
 - Offers of employment benefits such as promotions, favorable evaluations, favorable duties, or shifts in exchange for sexual favors;
 - Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion, or other job benefits or detriments; or
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality, sexual experience, sexual behavior, or physical appearance, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should look or act.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as displaying emails, pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic (this includes sexual displays on workplace computers or cell phones and sharing these displays while in the workplace).
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, and the status of being transgender, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work; or
 - Bullying, yelling, or name-calling.

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RETALIATION

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (for example, threats of physical violence outside of work hours).

The CRC prohibits retaliation against a mentor who engages in "protected activity," which occurs when a mentor has:

- Filed a formal complaint of sexual harassment either internally with the CRC or externally with an administrative agency or a court of law;
- Testified or assisted in an administrative or court proceeding involving sexual harassment;
- Opposed sexual harassment by making a verbal or informal complaint to management or by informing a coach of harassment;
- Complained that another mentor has been sexually harassed; or
- Encouraged a fellow mentor to report harassment.

The CRC anti-retaliation provision is not intended to protect persons making intentionally false charges of sexual harassment.

REPORTING SEXUAL HARASSMENT

Preventing sexual harassment is everyone's responsibility. The CRC cannot prevent or remedy sexual harassment unless we know about it. Reports of sexual harassment may be made verbally or in writing. If you believe you have been subjected to sexual harassment, or if you witness or become aware of potential instances of sexual harassment, complete a complaint form (at the end of this policy) and submit it to your Coach. If you are reporting sexual harassment on behalf of other mentors, use the complaint form in this policy and note you are reporting on another's behalf.

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SUPERVISORY RESPONSIBILITIES

Coaches who receive a sexual harassment complaint or who observe sexual harassment are required to report that complaint or observation to the owner. Coaches who knowingly allow sexual harassment to occur and fail to report the sexual harassment will be subject to disciplinary action up to and including termination. Coaches will also be subject to discipline for engaging in retaliation against anyone who reports sexual harassment.

INVESTIGATION OF SEXUAL HARASSMENT COMPLAINTS

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner and will be confidential to the extent possible.

An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt and thorough, will commence immediately, and will be completed as quickly as possible. All persons involved, including complainants, witnesses, and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any individual may be required to cooperate as needed in an investigation of suspected sexual harassment. The CRC will not tolerate retaliation against mentors who file complaints, support another's complaint, or participate in an investigation regarding a violation of this policy.

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While the process may vary from case to case, investigations will generally include the following steps:

- Upon receipt of complaint, a designated person will conduct an immediate review of the allegations and take any interim actions (such as instructing the respondent to refrain from communications with the complainant), as appropriate. If the complaint is verbal, you will be encouraged to complete the Complaint Form in writing. If you refuse, the CRC may prepare a Complaint Form based on the verbal reporting.
- If documents, emails, or phone records are relevant to the investigation, the CRC will take steps to obtain and preserve them.
- The CRC will request and review all relevant documents, including all electronic communications.
- The CRC will interview all parties involved, including any relevant witnesses.
- The CRC will create a written documentation of the investigation (such as a letter, memo, or email) containing the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and
 - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- The CRC will keep the written documentation and associated documents in a secure and confidential location.
- The CRC will promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- The CRC will inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

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LEGAL PROTECTIONS AND EXTERNAL REMEDIES

Sexual harassment is not only prohibited by the CRC but also by federal, state, and local law. In addition to our internal process, mentors may choose to pursue legal remedies with the administrative agencies listed next.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)

The EEOC enforces federal anti-discrimination laws. Complaints can be filed with the EEOC within 300 days of the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred and will issue a "right to sue" letter permitting you to file a complaint in federal court. Federal courts may award you remedies if discrimination is found to have occurred, including back pay, front pay, and compensatory and punitive damages. The EEOC does not award relief but may take other action including pursuing cases in federal court on behalf of complaining parties.

If you believe you have been discriminated against, file a "charge of discrimination" with the EEOC. The EEOC has an office at 33 Whitehall Street, 5th Floor, New York, NY 10004. You can also contact the EEOC by phone (1-800-669-4000) or email (info@eEOC.gov). The EEOC's website is www.eEOC.gov.

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NEW YORK STATE DIVISION OF HUMAN RIGHTS (NYSDHR)

The New York State Human Rights Law (NYSHRL) prohibits sexual harassment against mentors, interns (paid or unpaid), and "non-employees," a category that includes contractors, subcontractors, vendors, consultants, and any other person who provides services under a contract. You can file a sexual harassment complaint under the NYSHRL with the NYSDHR or in New York State court.

Complaints with the NYSDHR may be filed within one year of the sexual harassment. If you did not file at the NYSDHR, you can sue directly in state court under the NYSHRL within three years of the alleged harassment.

You may not file with the NYSDHR if you have already filed a NYSHRL complaint in state court. If you filed an administrative complaint with the NYSDHR, the NYSDHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Complaining internally to the CRC does not extend your time to file with the NYSDHR or in state court. The one year or three years is counted from the date of the most recent sexual harassment incident.

You do not need an attorney to file a complaint with the NYSDHR and there is no cost to file a complaint.

The NYSDHR will investigate your complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are sent to a public hearing before an administrative law judge. If discrimination is found after a hearing, the NYSDHR has the power to award relief. Under the NYSHRL, courts may award back pay, front pay, compensatory damages, a civil monetary penalty, and attorney's fees.

The NYSDHR's main office is at One Fordham Plaza, Fourth Floor, Bronx, NY 10458. You can also contact the NYSDHR by phone (1-888-392-3644) or email (info@dhr.ny.gov). The NYSDHR's website is dhr.ny.gov/ complaint. The website has a complaint form that can be downloaded, filled out, notarized, and mailed to the NYSDHR. The website also contains contact information for the NYSDHR's regional offices.

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COMPLAINT FORM FOR REPORTING SEXUAL HARASSMENT

Community Resource Collaborative

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for mentors to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to the owner. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy, and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

COMPLAINANT INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: (Email, Phone, In person) **Supervisor Information**

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

NYS Department of Labor

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COMPLAINT INFORMATION

Your complaint of sexual harassment is made against:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: (supervisor; subordinate; co-worker; other)

Please describe the conduct or incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is sexual harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

Date(s) sexual harassment occurred:

Is the sexual harassment continuing? (Yes/No)

Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

The last question is optional, but may help facilitate the investigation.

Have you previously complained or provided information (verbal or written) about sexual harassment at Community Resource Collaborative? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature:

Date: