

COMMERCIAL LINES COMMON POLICY DECLARATIONS

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BY AN "X":

Stock
Company

- UNITED NATIONAL INSURANCE COMPANY
 - PENN-STAR INSURANCE COMPANY
 - PENN PATRIOT INSURANCE COMPANY
- Bala Cynwyd, Pennsylvania 19004

State Control Number
002095764

Renewal of Number _____

POLICY NUMBER: PAC7203481

1. **NAMED INSURED:** Association for Delivery Drivers, Inc.

DBA:

MAILING ADDRESS: PO Box 123

Gaylordsville CT 06755

2. **POLICY PERIOD:** From 10/01/2020 To 10/01/2021 at 12:01 A.M.
Standard Time at your mailing address shown above.

3. **FORM OF BUSINESS:** CORPORATION **OTHER DESC:**

4. **BUSINESS DESCRIPTION:** COURIER

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.

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

		PREMIUM	
Commercial General Liability Coverage Part	\$	750.00	"NOTICE: THIS IS A SURPLUS LINES POLICY AND IS NOT PROTECTED BY THE CONNECTICUT INSURANCE GUARANTY ASSOCIATION OR SUBJECT TO REVIEW BY THE CONNECTICUT INSURANCE DEPARTMENT. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS POLICY." SURPLUS LINES BROKER: Kenneth Kukral LICENSE #: 2095764"
Commercial Property Coverage Part	\$	NOT COVERED	
Commercial Crime Coverage Part	\$	NOT COVERED	
Commercial Inland Marine Coverage Part	\$	750.00	
Commercial Umbrella Coverage Part	\$	NOT COVERED	
Get Guard Coverage Part	\$	INCLUDED	
Motor Carrier Coverage Part	\$	NOT COVERED	
TRIA	\$	NOT COVERED	
6. TOTAL PREMIUM PAYABLE AT INCEPTION	\$	1,500.00	
Surplus Lines Tax	\$	60.00	
Tax Filing Fee	\$	115.00	
Other:	\$		
TOTAL	\$	1,675.00	

7. **FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:***
AS PER FORM SAA-100 SCHEDULE OF FORMS AND ENDORSEMENTS ATTACHED

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

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.

Agency Code: 02246
International Excess
3700 Park East Drive, Suite 250
Beachwood, OH 44122
MT 12/18/20

By 
Authorized Representative

COMMERCIAL LINES COMMON POLICY DECLARATIONS SCHEDULE OF FORMS AND ENDORSEMENTS

**POLICY NUMBER:
PAC7203481**

**NAMED INSURED
Association for Delivery Drivers, Inc.**

Form/Endorsement No./Edition Date

Form/Endorsement No./Edition Date

Forms Applicable - PAC COVERAGE

ADDITIONAL FORMS ATTACHED

DPA180[06-19]	PAC DEC PAGE
NAA169[09-18]	CLAIMS REPORTING PROCEDURES
IL0003[09-08]	CALCULATION OF PREMIUM
IL0017[11-98]	COMMON POLICY CONDITIONS
IL0985[01-15]	DISCLOSURE PURSUANT TO TERRORISM RISK ACT
IL1201[11-85]	POLICY CHANGES
EAA146[12-09]	TERRORISM EXCLUSION
EAA236[12-09]	CT SERVICE OF SUIT
EPA1739[06-15]	CHANGES-ACTUAL CASH VALUE
EAA100[01-12]	IN WITNESS CLAUSE

Forms Applicable - GL COVERAGE

S2000[06-01]	GL SUBDEC
IL0021[09-08]	NUCLEAR ENERGY LIAB EXCL
CG0001[04-13]	CGL COVERAGE FORM
CG2107[05-14]	EXCL - ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL INFO
CG2109[06-15]	EXCL - UNMANNED AIRCRAFT
CG2132[05-09]	COMMUNICABLE DISEASE EXCLUSION
CG2147[12-07]	EMPLOYMENT RELATED PRAC EXCL
CG2155[09-99]	TOTAL POLLUTION EXCLUSION
CG2167[12-04]	FUNGI OR BACTERIA EXCLUSION
CG2001[12-19]	PRIMARY & NONCONTRIBUTORY - OTHER INS CONDITION
CG2043[12-19]	AI - AUTO STATUS WHEN REQUIRED IN WRITTEN CONTRACT AGREEMENT
CG2134[01-87]	EXCLUSION - DESIGNATED WORK
CG2186[12-04]	EXCLUSION-EXTERIOR INSUL & FINISH SYSTEMS
CG2426[04-13]	AMENDMENT OF INSURED CONTRACT DEF
EPA1250[12-09]	INDOOR AIR QUALITY EXCLUSION
EPA1331[12-09]	SUBSIDENCE EXCLUSION
EPA1335[03-12]	LEAD EXCLUSION
EPA1691[09-12]	ANTI-STACKING ENDT
EPA1693[09-12]	GL EXPANDED PLUS COVERAGE ENDT
EPA1792[05-17]	ASBESTOS & SILICA EXCLUSION
CG4014[12-19]	CANNABIS EXCLUSION
S2108[03-14]	PRE-EXISTING OR PROGRESSIVE DAMAGE OR INJURY EXCL
S2113[10-07]	AUTO EXCLUSION

Forms Applicable - IM COVERAGE

CM0001[09-04]	COMM'L IM CONDITIONS
IM0029[04-19]	COURIER CARGO- SCHED. OF LIMITS
IM0030[04-19]	COURIER CARGO- DEDUCTIBLE SCHEDULE
IM0031[08-05]	COURIER CARGO-IDENTITY THEFT
CIA125[10-16]	CUSTOMIZED COURIER CARGO AND LOGISTICS COVERAGE FORM
S2131[09-06]	POLLUTANT CLEAN UP SUB LIMIT

Forms Applicable - GET GUARD COVERAGE

S1201[05-07]	GET GUARD COVERAGE PART
S1045[05-07]	AMENDMENT - COMMON POLICY COND.
S2142[05-07]	AI INDEPENDENT CONTRACTORS ENDORSEMENT
S2143[05-07]	GEN UNINTENDED/RELEASED DISCLOSURE LIAB
EPA1279[01-07]	BREACH OF SECURITY EXCLUSION



COURIER CARGO SCHEDULE OF LIMITS

The liability of the Company for any one occurrence, partial, total or salvageable charges, expense (except defense) all combined shall in no event exceed the following limits:

A. **General:** \$See IL1201

B. Specified Customer(s)

Customer	Limit
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$

C. Any One Location Where Customer Storage is Done for a Fee and/or is Under a Storage/Receipt Customer Agreement

Location	Limit
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

D. **Loss of Market, Delay, Loss of Use** (reference paragraph 4.b.) \$ 5,000

E. \$ 2,500



COURIER CARGO DEDUCTIBLE SCHEDULE

All deductibles set forth below will apply separately to each occurrence, each category of property (as outlined in the Schedule of Limits, this allows for multiple deductibles on any one occurrence.)

A. ALL OTHER - General Cargo

- \$ 200 Applies to all other
- \$ 200 Applies to Pharmaceuticals
- \$ 200 Applies to Electronics

B. Specified Customer(s)

Customer	Pharmaceuticals Deductible	Electronics Deductible	All Other Property Covered Deductible
1.	\$		\$
2.	\$		\$
3.	\$		\$
4.	\$		\$
5.	\$		\$
6.	\$		\$

C. Any One Location Where Customer Storage is Done for a Fee and/or Under a Storage/Receipt Customer Agreement

Location	Pharmaceuticals Deductible	Electronics Deductible	All Other Property Covered Deductible
1.	\$		\$
2.	\$		\$
3.	\$		\$
4.	\$		\$
5.	\$		\$
6.	\$		\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number _____

POLICY NUMBER PAC7203481	POLICY CHANGES EFFECTIVE	COMPANY UNITED NATIONAL
NAMED INSURED Association for Delivery Drivers, Inc.		AUTHORIZED REPRESENTATIVE 02246 International Excess 3700 Park East Drive, Suite 250 Beachwood, OH 44122
COVERAGE PARTS AFFECTED Commercial General Liability & Inland Marine		

CHANGES

In consideration of the premium charged, it is hereby understood and agreed:

- 1) Limits of coverage subject to Scheduled Independent Contractor driver/vehicles only as per schedule on file with the Company.
- 2) Monthly Reports are due by the 10th of each month.
- 3) Form S2000 is amended to show LIMITS of INSURANCE as: General Aggregate Limit (Other than Products/Completed Operations): **Per Limit Monthly Reporter**; Products/Completed Operations Aggregate Limit: **Per Limit Monthly Reporter**; Each Occurrence Limit: **Per Limit Monthly Reporter**; Personal & Advertising Injury Limit: **Per Limit Monthly Reporter**; Damage to Premises Rented to You Limit: \$100,000; Medical Expense Limit: \$5,000.
- 4) Form IM0029 is amended to show Letter A. General Limit as Per Limit Monthly Reporter.
- 5) Form S1201 is amended to show the coverage information as Per Limit Monthly Reporter.

ADDT'L PREMIUM

RET PREMIUM

STATE TAX

FEE

Date 12/15/2020 Initials MT



Authorized Representative Signature

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

CUSTOMIZED COURIER CARGO AND LOGISTICS 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 policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us," and "our" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **10. Definitions**.

- 1.** This policy covers the liability of the insured as a "courier", carrier for hire, warehouseman, freight forwarder, freight broker, logistics service provider or other bailee, either by law or assumed by contract, whether written or otherwise, for "loss", including "document reconstruction," "loss of interest" and "face value" to lawful goods and merchandise, including "non-negotiable instruments", the property of others while in the care, custody, or control of the insured, or the insured's agents or connecting carriers, while in "due course of transit" or while in storage, if a location limit is shown on the Schedule of Limits, and while anywhere within the United States and Canada ("covered property").

If said property is transported or stored under a written contract or agreement which is in effect between the insured and the shipper, this policy will cover the insured's liability as set forth in said contract or agreement, not to exceed the amounts shown in the Schedule of Limits, and subject to all other terms, conditions, exclusions and deductibles stated in this policy.

- 2.** This policy does not cover "loss" to the following property:
 - a.** Securities, currency, cash, bullion, precious stones, jewelry or other similar valuables, paintings, statuary or other works of art, except as specified in item **E.** of the Schedule of Limits.
 - b.** Property carried or stored gratuitously or as an accommodation.

3. Additional Coverages

a. Debris Removal

- (1)** We will pay your expenses to remove debris of covered property after a "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 "loss."
- (2)** The most we will pay under this Additional Coverage is 25% of the amount we pay for the direct "loss" to covered property, plus the deductible applicable to that "loss". But, if the debris removal expense exceeds the amount calculated above, or if the sum of our payments for direct "loss" and debris removal exceeds the applicable limit of insurance shown in the Schedule of Limits, we will pay up to \$25,000 in any one "occurrence" as an additional amount of insurance.
- (3)** We will not pay your expense to extract "pollutants" from land or water, or to remove, restore, or replace polluted land or water under this Additional Coverage.

b. Earned Freight Charges

- (1)** We will pay your earned freight charges that you are unable to collect resulting from a "loss" to covered property. However, we will not pay for any earned freight charges which are included in any payment made in settlement of a claim against you by any shipper or other party.
- (2)** This Additional Coverage will not increase the applicable limit of insurance shown in the Schedule of Limits.

c. Moving Equipment

We will pay for "loss" to van pads, hand trucks, dollies, pallets, containers and other similar equipment, including spare parts to handle or ship covered property that you:

- (1)** Own or use; and

(2) Carry in or on any automobile, van, truck, or trailer that you use.

This Additional Coverage does not apply to motorized equipment. The most we will pay under this Additional Coverage is \$25,000 in any one "occurrence". No deductible applies to this Additional Coverage.

d. Preservation of Property

(1) We will pay for "loss" to covered property if it is necessary to move that property to avoid imminent "loss".

(2) This Additional Coverage applies while covered property is being moved to and/or from a premises, and while it is temporarily stored at a premises, if the "loss" occurs within 30 days after the property is first moved.

(3) The most we will pay for this Additional Coverage is \$25,000 in any one occurrence.

4. This policy does not cover "loss" caused by or resulting from:

- a.** Any fraudulent, dishonest or criminal act(s) committed alone or in collusion with others by the insured or any other employee, officer, director, partner, trustee, or any other authorized representative of the insured. This exclusion does not apply to your employees or independent contractors, including connecting carriers for hire;
- b.** "Indirect loss" caused by delay, loss of use or loss of market; except as provided in the Schedule of Limits as a direct result of fire, collision or overturn of the transporting vehicle;
- c.** "Re-calibration" of "electronics", unless there are visible signs of damage;
- d.** Forged warehouse receipts;
- e.** Inherent vice, latent defect, wear and tear, gradual deterioration and changes in atmosphere whether wet or dry;
- f.** Rodents, bacteria, molds, insects, weevils or other infestation, or fumigation for such infestation;
- g.** The interruption of heat, light, power, gas or fuel supplied to the premises;
- h.** Unexplained or mysterious disappearance of items kept in warehouse or location storage, including inventory shortage, unless the depositor of the goods establishes any such loss occurred because of the insured's failure to exercise the care a reasonably careful person would exercise in the handling of the depositor's good;
- i.** "Loss", liability or expense of any kind or nature whatsoever, imposed on the insured, directly or indirectly, in consequence of, or with respect to, the actual or potential discharge, emission, spillage or leakage upon or into the seas, waters, land or air, , of oil, petroleum products, chemicals, or any solid, liquid, gaseous or thermal irritant or contaminant, including waste. Waste includes material to be recycled, reconditioned or reclaimed.

5. Each "occurrence" for "loss" will be adjusted separately and from each such adjusted "occurrence", the sum of deductibles as shown in the Deductible Schedule will be deducted. More than one deductible may apply to a single "occurrence".

6. We will not be liable for loss or damage to property while in "due course of transit" or while in storage, for more than the invoice amount including all freight charges due and payable. In the absence of an invoice, we will not be liable for more than the cash market value at the time and place of such loss or damage. In no event will our liability exceed what it would then cost to repair or replace, including "document reconstruction", such lost or damaged property with other property of like kind and quality. However, at our discretion, covered property which was sold by a seller prior to any "loss" may be valued at the destination market value less any charges or expenses not incurred. Nothing in this paragraph shall be construed to increase our limits as specified in the Schedule of Limits.

7. Defense Costs

- a.** We will defend any suit against the insured seeking damages for "loss" to covered property, even if such suit is groundless, false or fraudulent. We may investigate, negotiate and settle any claim or suit as we deem expedient.

- b. We will pay all premiums on bonds to release attachments for an amount in excess of the amount of this policy, and to pay all premiums on the appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- c. We will pay all expenses incurred by us, all costs taxed against the insured in any such suit and its proportionate share of any interest accruing after entry of such judgment until we have paid, tendered or deposited in court such judgment as does not exceed our limit of insurance; and
- d. We will reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at our request.

Defense costs described under this section are in addition to the limits provided by this policy. The deductible provisions of this policy will not apply to defense costs.

8. This policy shall be void if assigned or transferred without our written consent.

9. Reimbursement to the Company

The insured agrees to reimburse the us for any payments we make that we would not have been obligated to make under the provisions of this policy, except for the conditions of the endorsements(s) that may be attached to this policy in order to comply with the requirements of federal laws or laws of any state in which the insured may operate.

10. Definitions

- a. "Courier" means:
 - (1) Messenger service; or
 - (2) Package delivery service operating as a carrier or as an express carrier, including its employee, owner-operator, contract driver, or agent.
- b. "Document reconstruction" means the cost to reproduce or reconstruct, lost or damaged documents or records electronically generated or stored.
- c. "Due course of transit" means the period of time:
 - (1) After covered property leaves its original location; and
 - (2) Until covered property arrives at the final destination and such property is transferred to the exclusive custody and control of the consignee.

In the event of non-delivery, transit ends when covered property is returned to the consignor or customer.
- d. "Electronics" means items such as computers, copiers, medical diagnostic machinery, numerically controlled diagnostic equipment containing microprocessors and similar types of goods.
- e. "Face value" means the monetary value for items defined under "non-negotiable instruments" in **i.** above, that cannot be reconstructed.
- f. "Indirect loss" means adverse financial impact to the shipper due to the cargo not reaching its destination or reaching its destination late, where there is no physical damage to the cargo.
- g. "Loss" means direct and accidental loss or damage.
- h. "Loss of interest" means any loss of interest actually sustained by a shipper or consignee(s) arising out of the necessary use of funds to maintain cash balances during the period of reconstruction after a covered loss, based on the Federal Reserve discount rates.
- i. "Non-negotiable instruments" means items of no intrinsic value including but not limited to, canceled and for deposit only stamped checks, letters, data processing media, letter(s) of transmittal, non-negotiable stocks, bonds, drafts, notes, vouchers, accounts, bill deeds, letters of credit, passports, tickets, documents, manuscript notes, and mechanical drawings.
- j. "Occurrence" means any one loss or event, which could involve one or more items and one or more shippers or consignees.

- k.** Pollutants” means any solid, liquid, gaseous, or thermal irritant or contamination including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned, or reclaimed.
- l.** “Re-calibration” means to re-adjust precisely for the originally intended function.

11. Salvage and Recovery

In the event of any recovery and/or salvage on a “loss” that has been paid, such recovery and/or salvage shall accrue entirely to the benefit of the Company until the sum paid by the Company has been repaid.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTANT CLEAN UP SUB LIMIT

This endorsement applies to insurance provided under the following:

COURIER CARGO FORM

Additional Coverage

a) **Pollutant Clean Up and Removal**

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

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

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

b) **Preservation of Property**

If it is necessary to move Covered Property to preserve it from "loss" by a Covered Cause of Loss, we will pay for any directly physical "loss" to the Covered Property:

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

c) **Debris Removal Coverage**

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period.

"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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES-ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
INLAND MARINE COVERAGE PART
CRIME COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation.

However, if Covered Property, at the time of loss or damage, has nominal or no economic value, or a value disproportionate to replacement cost less depreciation, the determination of actual cash value as set forth above is not required.

Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost of damaged property may be significantly less than its replacement cost.



COURIER CARGO EXCLUSION - IDENTITY THEFT

This endorsement modifies insurance under the following:

Commercial Crime Coverage Part
Inland Marine Coverage Part

This insurance does not apply to loss or damage from "identity theft".

"Identity Theft" is defined as unauthorized use of any person's name or personal information (Social Security number, driver's license or account numbers) to assume that person's identity.

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

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

1. Pay its chosen appraiser; and
2. 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.

C. Duties In The Event Of Loss

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

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
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. 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.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. 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.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. 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 claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

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

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

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

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

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

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

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

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

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I	
Terrorism Premium (Certified Acts)	\$ 100
<p>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE COMMERCIAL INLAND MARINE COVERAGE</p>	
<p>Additional information, if any, concerning the terrorism premium:</p> 	
SCHEDULE – PART II	
Federal share of terrorism losses	<u>80</u> % Year: 20 <u>20</u>
<small>(Refer to Paragraph B. in this endorsement.)</small>	
Federal share of terrorism losses	<u>80</u> % Year: 20 <u>21</u>
<small>(Refer to Paragraph B. in this endorsement.)</small>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

ALL PARTS OF THE POLICY

Notwithstanding any other provision of this policy to the contrary, this insurance does not apply to any loss, cost, expense, damage, injury or economic detriment, whether arising by contract, operation of law or otherwise whether or not concurrent or in any sequence with any other cause or event, that in any way, form or manner, directly or indirectly, arises out of, results from or is caused by "terrorism", and also including any action taken in hindering or defending against "terrorism".

"Terrorism" means any act of force or violence or other illegal means, whether actual, alleged or threatened, by any person, persons, group, private or governmental entity or entities, or any other type of organization of any nature whatsoever, whether the identity of which is known or unknown, that appears to be for political, religious, racial, ethnic, ideological, ecological or social purposes, objectives or motives and that causes or appears to be intended to cause:

1. alarm, fright, fear of danger, concern or apprehensions for public safety;
2. the interference or disruption of an electronic, communication, information or mechanical system;
3. the intimidation or coercion of the civilian population, or any governmental body; or
4. the alteration of the policies, foreign or domestic of any governmental body,

This exclusion does not affect the applicability of, and is in addition to, any exclusion of war, warlike or military action, whether or not specifically denominated as such.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT - COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS IN THIS POLICY

The Common Policy Conditions (IL 00 17) are amended by the addition of the following:

G. Other Insurance With This Company

If this policy contains two or more Coverage Parts providing coverage for the same "occurrence", "accident", "cause of loss", "injury", "loss", "damages" or "offense", such coverage is not cumulative and the maximum limit of insurance under all Coverage Parts shall not exceed the highest limit of insurance under any one Coverage Part.

If this policy and any other policy issued to you by us provide coverage applicable to the same "occurrence", "accident", "cause of loss", "injury", "loss", "damages" or "offense", such coverage is not cumulative and the maximum limit of insurance under all of the policies shall not exceed the highest limit of insurance under any one policy. This condition does not apply to any policy issued by us which specifically provides that the policy is to apply as excess insurance over this policy.