BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PPS 08283378		16558785		F001635785-001-00001	ANNUAL

BRANCH GR GRAND RAPIDS ENDORSEMENT EFF 02/09/2018

GENERAL LIABILITY POLICY ENDORSEMENT

FOREMOST INSURANCE GROUP

PRECISION PORTFOLIO POLICY

POLICY CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY EFFECTIVE FROM	POLICY EFFECTIVE TO	POLICY CHANGES EFFECTIVE	COMPANY
06/01/2017	06/01/2018	02/09/2018	FOREMOST SIGNATURE INSURANCE COMPANY

NAMED INSURED	AUTHORIZED REPRESENTATIVE
SPAAMFAA C/O J.C. TAYLOR, INC. 320 SOUTH 69TH STREET UPPER DARBY PA 19082	JC Taylor div of Acrisure LLC 320 S 69TH ST UPPER DARBY PA 19082-4102

COVERAGE PARTS AFFECTED

COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART

CHANGES

ADDED PROPERTY AND LIABILITY LOC 8 - 10380 N AMBASSADOR DR KANSAS CITY MO 64153-1378
ADDED PROPERTY LOC 8 BLDG 1
ADDED LIABILITY LOC 8 GENERAL LIABILITY SERVICE LIBRARIES AREA - CLASS CODE 82311
ADDED LIABILITY LOC 8 GENERAL LIABILITY SOCIAL CLUBS - NOC - NO ALCOHOL SERVED ON PREMISES PER MEMBER - CLASS CODE 8641D
ADDED PROPERTY LOC 8 BLDG 1 LIMITED COVERAGE FOR FUNGI, WET ROT, DRY ROT AND BACTERIA
ADDED PROPERTY LOC 8 BLDG 1 SCHEDULED PERSONAL PROPERTY

PREMIUM EFFECT OF THIS TRANSACTION: $ 366.00

Countersigned by Thomas J Meakin

Authorized Representative

3-15-19

Date

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
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BRANCH GR GRAND RAPIDS ENDORSEMENT EFF 02/09/2018

FOREMOST INSURANCE GROUP

PRECISION PORTFOLIO POLICY
COMMERCIAL PROPERTY DECLARATIONS
PRECISION PREMIER
INSTITUTIONAL PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

For descriptions of premiums, see the attached buildings and personal property schedule.

Insurance at the described premises applies only for coverage for which a limit of insurance is shown. These may be found in this declarations and the attached schedules.

PRIMARY PROPERTY COVERAGES	DEDUCTIBLE	LIMITS
SCHEDULED PERSONAL PROPERTY	$250	SEE SCHEDULE
PEAK SEASON PERSONAL PROPERTY INCREASE	NONE	50% OF LIMIT

ADDITIONAL COVERAGES	DEDUCTIBLE	LIMITS
ACCOUNTS RECEIVABLE*	NONE	$25,000
ANTENNAE AND SATELLITES*	$250	$1,000
BI & EE - DEPENDENT PROPERTIES - 30 DAYS	NONE	ACTUAL LOSS SUSTAINED
BI & EE - NEWLY ACQUIRED PROPERTIES - 180 DAYS	NONE	$250,000
LOSS OF BUSINESS INCOME (BI) AND EXTRA EXPENSE (EE) - 12 MOS	NONE	ACTUAL LOSS SUSTAINED
DEBRIS REMOVAL - EACH LOCATION	NONE	$10,000
DEFERRED PAYMENTS	NONE	$5,000
EDP EQUIPMENT AND MEDIA - BLANKET*	$250	$10,000
EMPLOYEE DISHONESTY*	NONE	$10,000
FINE ARTS - BLANKET*	$250	$10,000
FIRE DEPARTMENT SERVICE CHARGE	NONE	$10,000
FIRE EXTINGUISHING EQUIPMENT RECHARGE	NONE	$1,000
FORGERY OR ALTERATION*	NONE	$10,000
FREE-STANDING FENCES & WALLS*	$250	$2,500

*** The limits for these coverages may be increased. Contact your agent.**

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
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BRANCH GR GRAND RAPIDS ENDORSEMENT EFF 02/09/2018

FOREMOST INSURANCE GROUP

PRECISION PORTFOLIO POLICY
COMMERCIAL PROPERTY DECLARATIONS
PRECISION PREMIER
INSTITUTIONAL PROGRAM

ADDITIONAL COVERAGES - Continued	DEDUCTIBLE	LIMITS
INSTALLATION*	$1,000	$2,500
INVENTORY AND APPRAISAL	NONE	$5,000
LEASEHOLD INTEREST*	NONE	$10,000
LOCK AND KEY REPLACEMENT	NONE	$1,000
MONEY & SECURITIES - INSIDE THE PREMISES/OUTSIDE THE PREMISES*	NONE	$10,000/ $2,500
MONEY ORDERS & COUNTERFEIT CURRENCY - $1,000 MAX. EACH ITEM	NONE	$5,000
OFF-PREMISES POWER OR WATER FAILURE*	$1,000	$10,000
PATTERNS, DIES & MOLDS*	$250	$5,000
PERSONAL EFFECTS AND PERSONAL PROPERTY OF EMPLOYEES	$250	$2,500
PERSONAL PROPERTY AT NEWLY ACQUIRED OR CONST. BLDGS. - 180 DAYS	$250	$250,000
PERSONAL PROPERTY AT OTHER LOCATIONS (INCLUDING EXHIBITIONS)	$250	$25,000
PERSONAL PROPERTY IN TRANSIT*	$1,000	$2,500
POLLUTION CLEAN-UP AND REMOVAL - EACH LOCATION	$250	$10,000
SALESPERSONS SAMPLES - $2,500 MAX. EACH EMPLOYEE	$1,000	$10,000
SIGNS*	$250	$5,000
SPOILAGE*	$1,000	$5,000
TOOLS & EQUIPMENT INCLUDING COMMUNICATION DEVICES - BLANKET*	$250	$5,000
TREES, SHRUBS, PLANTS AND LAWNS - $1,000 MAX. EACH ITEM	$250	$10,000
UNAUTHORIZED BUSINESS CARD USE - $1,000 MAX. PER OCCURRENCE	NONE	$5,000
VALUABLE PAPERS & RECORDS*	NONE	$25,000
* The limits for these coverages may be increased. Contact your agent.		

Mortgagees and Loss Payees are listed on the Commercial Property Supplemental Declarations by building.

COMMERCIAL PROPERTY

9S1016 Ed. 3-00 INSURED'S COPY 02/06/2018

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
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BRANCH GR GRAND RAPIDS ENDORSEMENT EFF 02/09/2018

PRECISION PORTFOLIO POLICY
BUILDINGS AND PERSONAL PROPERTY SCHEDULE
PRECISION PREMIER

LOCATION 01 **BUILDING #** 01 36645 JEB STUART RD PURCELLVILLE VA

PREMISES PRIMARY
OCCUPANCY: SOCIAL CLUBS - NOC - NO ALCOHOL SERVED ON PREMISES
INSURED'S INTEREST: TENANT
CONSTRUCTION: FRAME **PROTECTION CLASS:** 003

		DEDUCTIBLE	LIMIT
SCHEDULED PERSONAL PROPERTY	REPLACEMENT COST	$250	$1,800
BACK-UP OF SEWERS & DRAINS		$1,000	$25,000
EQUIPMENT BREAKDOWN		$250	INCLUDED
LIMITED COVERAGE FOR FUNGI, WET ROT, DRY ROT AND BACTERIA			$15,000

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
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BRANCH GR GRAND RAPIDS ENDORSEMENT EFF 02/09/2018

PRECISION PORTFOLIO POLICY
BUILDINGS AND PERSONAL PROPERTY SCHEDULE
PRECISION PREMIER
(CONTINUED)

LOCATION 08 **BUILDING #** 01 10380 N AMBASSADOR DR KANSAS CITY MO

PREMISES PRIMARY
OCCUPANCY: SOCIAL CLUBS - NOC - NO ALCOHOL SERVED ON PREMISES
INSURED'S INTEREST: TENANT
CONSTRUCTION: JOISTED MASONRY **PROTECTION CLASS:** 003

		DEDUCTIBLE	LIMIT
SCHEDULED PERSONAL PROPERTY	REPLACEMENT COST	$250	$125,000
BACK-UP OF SEWERS & DRAINS		$1,000	$25,000
EQUIPMENT BREAKDOWN		$250	INCLUDED
LIMITED COVERAGE FOR FUNGI, WET ROT, DRY ROT AND BACTERIA			$15,000

Limited Coverage For Fungi, Wet Rot, Dry Rot And Bacteria

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

COMMERCIAL PROPERTY COVERAGE PART

A. The following is added under Paragraph 1. of Section II. **COVERED CAUSES OF LOSS,** A. **EXCLUSIONS:**

"Fungi", Wet Rot, Dry Rot And Bacteria

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

But if "fungi", wet or dry rot or bacteria results 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 or dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

B. Paragraph 2.c.(2) under Section II. **COVERED CAUSES OF LOSS,** A. **EXCLUSIONS** is replaced by the following:

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

C. Paragraph 2.e. under Section II. **COVERED CAUSES OF LOSS,** A. **EXCLUSIONS** is replaced by the following:

e. 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.

D. Paragraph D. **Building Ordinance or Law** under Section III. **ADDITIONAL COVERAGES** is replaced by the following:

D. **Building Ordinance or Law** – If there is an ordinance or law in effect at the time of loss that regulates zoning, land use or construction of a covered building, and if enforcement of that ordinance or law affects the repair or rebuilding of that building following damage by a Covered Cause of Loss:

1. We will pay:

   a. The value of undamaged portions of the building if they must be demolished due to the enforcement of building ordinance or law;

   b. Costs to demolish and clear the site of those undamaged portions;

   c. Increased costs to:

      (1) Repair or reconstruct damaged portions of that building; and/or

      (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

   when the increased cost is the consequence of enforcement of building, zoning or land use ordinance or law.

   However, this coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

   d. The actual loss of "business income" and "extra expense" you sustain solely because the building ordinance or law was enforced. But this paragraph **1.d.** does not apply unless Business Income and Extra Expense is covered in this Coverage Part.

   The limit for **1.a.** above is included in the Building limit. The limit for covered losses payable under **1.b.** and **1.c.** above are shown in the Declarations.

2. We will not pay more under paragraphs **1.a.** and **1.b.** above than if the repaired or replaced building were rebuilt:

a. At the same location, as soon as reasonably possible;

b. With the least expensive building materials and construction methods of comparable material and quality;

c. In the same style and of the same size; and

d. For the same type of occupancy as the one it replaces

to the extent permitted by the law or ordinance.

3. 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 or dry rot or bacteria; or

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

If you do not repair or replace the damaged building, we will pay only to demolish and clear the site of the undamaged portions of the building.

The following exclusion in **EXCLUSIONS** (Section II.A.) does not apply to this coverage:

Exclusion **1.a.** Ordinance or Law.

E. The following is added to Section III. **ADDITIONAL COVERAGES:**

Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria

If "fungi", wet or dry rot or bacteria results from a "specified cause of loss" (other than fire or lightning) that occurs during the policy period, and if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

1. We will pay for loss or damage by "fungi", wet or dry rot or bacteria. 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 or dry rot or bacteria, including the cost of removal of the "fungi", wet or dry rot or bacteria;

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 or dry rot or bacteria; and

c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided it is reasonable to believe that "fungi", wet or dry rot or bacteria are present.

2. The most we will pay under this Limited Coverage for the sum of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in each 12 month period (beginning with the effective date of this policy), is $15,000. This limit applies regardless of the number of premises involved in such occurrence(s).

3. We will not pay more than the total of $15,000 under this Limited Coverage even if the "fungi", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. Payments under this Limited Coverage are subject to and not in addition to the applicable Limit of Insurance on any Covered Property.

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

6. The terms of this Limited Coverage do not increase or reduce the coverage provided under the exceptions to **2.i.** Collapse under Section II. **COVERED CAUSES OF LOSS,** A. **EXCLUSIONS** or the coverage provided under **M.** Damage By Water, Other Liquid, Powder or Molten Material under Section III. **ADDITIONAL COVERAGES.**

7. This Limited Coverage applies if a Limit of Insurance is shown in the Declarations for Building or Personal Property.

F. The following is added to **Extensions** of Section III. **ADDITIONAL COVERAGES** A. **Business Income and Extra Expense.** It applies only if Business Income and Extra Expense coverage applies to the "described premises" and only if the suspension of "operations" satisfies all terms and conditions of the Business Income and Extra Expense coverage.

"Fungi", Wet Rot, Dry Rot And Bacteria

1. If the loss which resulted in "fungi", wet or dry rot or bacteria does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet or dry rot or bacteria, we will pay for the actual loss of "business income" and "extra expense" you sustain. However, we will only pay for loss of "business income" and "extra expense" sustained in a period of not more than 30 days. The days need not be consecutive.

2. If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet or dry rot or bacteria, but remediation of "fungi", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for the actual loss of "business income" and "extra expense" you sustain 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.

G. The following is added to **DEFINITIONS:**

"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.

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BRANCH GR GRAND RAPIDS					ENDORSEMENT EFF 02/09/2018	

FOREMOST INSURANCE GROUP

PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
PRECISION PREMIER
INSTITUTIONAL PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

COVERAGES AND LIMITS OF INSURANCE

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

GENERAL AGGREGATE	$2,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	$2,000,000
EACH OCCURRENCE	$1,000,000
TENANTS LEGAL LIABILITY	$1,000,000
MEDICAL EXPENSES - EACH PERSON	$ 10,000
PERSONAL INJURY AND ADVERTISING INJURY	$1,000,000
HIRED AND NON-OWNED AUTOMOBILE LIABILITY	$1,000,000

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
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BRANCH GR GRAND RAPIDS ENDORSEMENT EFF 02/09/2018

FOREMOST INSURANCE GROUP

PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
(CONTINUED)
PRECISION PREMIER
INSTITUTIONAL PROGRAM

EXCLUSIONS AND LIMITATIONS

ABSOLUTE ASBESTOS EXCLUSION
VIOLATION OF COMMUNICATION OR INFORMATION LAW EXCLUSION - LIABILITY

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
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BRANCH GR GRAND RAPIDS ENDORSEMENT EFF 02/09/2018

PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY SCHEDULE
PRECISION PREMIER

LOC #	CLASS CODE	LOCATION ADDRESS (IF APPLICABLE) CLASSIFICATION NAME	RATING BASIS	ANNUAL EXPOSURE
01		36645 JEB STUART RD PURCELLVILLE VA ZIP CODE: 20132-9220		
	8641D	SOCIAL CLUBS - NOC - NO ALCOHOL SERVED ON PREMISES	PER MEMBER	3,000
08		10380 N AMBASSADOR DR KANSAS CITY MO ZIP CODE: 64153-1378		
	8641D	SOCIAL CLUBS - NOC - NO ALCOHOL SERVED ON PREMISES	PER MEMBER	1
	82311	LIBRARIES	AREA	200

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
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BRANCH GRAND RAPIDS ENDORSEMENT EFF 02/09/2018

PRECISION PORTFOLIO POLICY
FORMS AND ENDORSEMENTS APPLICABLE
PRECISION PREMIER
FOREMOST SIGNATURE INSURANCE COMPANY

	FORM NUMBER		PROP	LIAB	AUTO	UMB	FORM OR ENDORSEMENT NAME
*	9S1016	0300	X				PROPERTY DECLARATION
*	9S1017	0601	X				BUILDING AND PERSONAL PROPERTY SCHEDULE
*	9S2008	0300		X			COMMERCIAL GENERAL LIABILITY DECLARATIONS
*	9S2009	0300		X			COMMERCIAL GENERAL LIABILITY SCHEDULE
*	9S1122	0110	X				LIMITED COVERAGE FOR FUNGI, WET ROT, DRY ROT AND BACTERIA

*** These forms are attached. Remaining forms were attached to a previous copy of the policy.**

BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT PERIOD
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BRANCH GR GRAND RAPIDS ENDORSEMENT EFF 02/09/2018

FOREMOST INSURANCE GROUP

LIST OF ADDITIONAL FORMS ENCLOSED - NON-POLICY FORMS

FOREMOST SIGNATURE INSURANCE COMPANY

FORM NUMBER		FORM DESCRIPTION
9C0015	01-96	COMMISSION SCHEDULE
9S5040	06-11	ENDORSEMENT COVER PAGE TO AGENTS
760638	02-98	INSURED SEPARATOR PAGE

4697

FOREMOST INSURANCE GROUP

Foremost Signature Insurance Company

A Stock Company
5600 Beech Tree Lane
Grand Rapids, Michigan 49316

GENERAL LIABILITY POLICY

PRECISION PORTFOLIO POLICY

For

SPAAMFAA
C/O J.C. TAYLOR, INC.
320 SOUTH 69TH STREET
UPPER DARBY PA 19082

By

Acrisure LLC JC Taylor Antique
320 S 69TH ST
UPPER DARBY PA 19082-4102

In witness whereof, the Company has executed this policy and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative.

S J Boshoven
President

Martin R Brown
Secretary

SS5005 Ed. 3-00

BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT N BER	AUDIT PERIOD
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BRANCH GR GRAND RAPIDS RENEWAL EFF 06/01/2017

4698

FOREMOST INSURANCE GROUP

FOREMOST SIGNATURE INSURANCE COMPANY
COMMON POLICY DECLARATIONS
PRECISION PREMIER
INSTITUTIONAL PROGRAM

This policy consists of the declarations as well as the coverage forms and endorsements listed on the Forms and Endorsements Applicable List.

NAMED INSURED AND MAILING ADDRESS

SPAAMFAA
C/O J.C. TAYLOR, INC.
320 SOUTH 69TH STREET
UPPER DARBY PA 19082

AGENCY NAME AND SERVICING ADDRESS

Acrisure LLC JC Taylor Antique
320 S 69TH ST
UPPER DARBY PA 19082-4102
(800) 345-8290

BRANCH NAME AND SERVICING ADDRESS

GRAND RAPIDS
PO Box 2487
Grand Rapids, MI 49501-2487

POLICY PERIOD

FROM	TO
06/01/2017	06/01/2018
12:01 A.M.	12:01 A.M.

Standard Time At Your Mailing Address Shown Above

BUSINESS ENTITY: NOT FOR PROFIT ORGANIZATION

BUSINESS DESCRIPTION: SOCIAL CLUBS - NOC - NO ALCOHOL SERVED ON PREMISES

POLICY PREMIUMS

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
COMMERCIAL PROPERTY COVERAGE PART	$ 156.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	$ 988.00
CYBER LIABILITY AND DATA BREACH RESPONSE	$ 80.00
COMMERCIAL UMBRELLA COVERAGE PART	$ 1,350.00
PREMIUM SIZE CREDIT	$ 12.00-
TERRORISM PREMIUM	$ 38.00
TOTAL ANNUAL PREMIUM	$ 2,600.00

Countersigned by Thomas J Meakin 3-15-19

Authorized Representative Date

04/26/2017

BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT PERIOD
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4699 BRANCH GR GRAND RAPIDS

RENEWAL EFF 06/01/2017

FOREMOST INSURANCE GROUP

SUPPLEMENTAL DECLARATIONS
PRECISION PREMIER
INSTITUTIONAL PROGRAM

COVERAGE PART(S) AND FORM OR ENDORSEMENT NUMBER	FORM OR ENDORSEMENT NAME AND FORM OR ENDORSEMENT SUPPLEMENTAL INFORMATION
COMMON	COMMON POLICY DECLARATIONS
U-CL-D-100-A CW 0604	Retained Minimum Premium - $100

INSURED'S COPY

04/26/2017

U-CL-D-101-A CW (06/04)

RHODE ISLAND NOTICE TO POLICYHOLDERS CONCERNING FLOOD INSURANCE

This policy may not cover damages resulting from flood. Flood insurance may be available through the Federal Emergency Management Agency (FEMA) National Flood Insurance Program. Contact your insurer or producer for assistance.

VIRGINIA EARTHQUAKE EXCLUSION ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this Advisory Notice to Policyholders, **THE PROVISIONS OF YOUR POLICY SHALL PREVAIL.**

EARTHQUAKE EXCLUSION

This notice applies to the lines of insurance checked below.

- [ ] Agricultural Capital Assets (Output Policy)
- [X] Businessowners
- [ ] Commercial Inland Marine
- [X] Commercial Property
- [ ] Farm
- [ ] Capital Assets Program (Output Policy)

Your policy does not protect you against losses from earthquakes. Earthquake coverage is excluded unless purchased by endorsement. Information regarding the availability of earthquake insurance is available from us or your insurance agent.

IMPORTANT NOTICE TO VIRGINIA POLICYHOLDERS

In the event you need to contact someone about this insurance for any reason, please contact your agent. If you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

Foremost Signature Insurance Company
Customer Inquiry Center
6300 Old 60th Street
Caledonia, MI 49316
(866) 972-7378

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Commonwealth Of Virginia
State Corporation Commission
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
(800) 552-7945 (toll free in-state)
(804) 371-9741 (out-of-state)

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
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BRANCH GR GRAND RAPIDS

RENEWAL EFF 06/01/2017

FOREMOST INSURANCE GROUP

PRECISION PORTFOLIO POLICY
COMMERCIAL PROPERTY DECLARATIONS
PRECISION PREMIER
INSTITUTIONAL PROGRAM

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

For descriptions of premiums, see the attached buildings and personal property schedule.

Insurance at the described premises applies only for coverage for which a limit of insurance is shown. These may be found in this declarations and the attached schedules.

PRIMARY PROPERTY COVERAGES	DEDUCTIBLE	LIMITS
SCHEDULED PERSONAL PROPERTY	$250	SEE SCHEDULE
PEAK SEASON PERSONAL PROPERTY INCREASE	NONE	50% OF LIMIT

ADDITIONAL COVERAGES	DEDUCTIBLE	LIMITS
ACCOUNTS RECEIVABLE*	NONE	$25,000
ANTENNAE AND SATELLITES*	$250	$1,000
BI & EE - DEPENDENT PROPERTIES - 30 DAYS	NONE	ACTUAL LOSS SUSTAINED
BI & EE - NEWLY ACQUIRED PROPERTIES - 180 DAYS	NONE	$250,000
LOSS OF BUSINESS INCOME (BI) AND EXTRA EXPENSE (EE) - 12 MOS	NONE	ACTUAL LOSS SUSTAINED
DEBRIS REMOVAL - EACH LOCATION	NONE	$10,000
DEFERRED PAYMENTS	NONE	$5,000
EDP EQUIPMENT AND MEDIA - BLANKET*	$250	$10,000
EMPLOYEE DISHONESTY*	NONE	$10,000
FINE ARTS - BLANKET*	$250	$10,000
FIRE DEPARTMENT SERVICE CHARGE	NONE	$10,000
FIRE EXTINGUISHING EQUIPMENT RECHARGE	NONE	$1,000
FORGERY OR ALTERATION*	NONE	$10,000
FREE-STANDING FENCES & WALLS*	$250	$2,500

* The limits for these coverages may be increased. Contact your agent.

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
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FOREMOST INSURANCE GROUP

PRECISION PORTFOLIO POLICY
COMMERCIAL PROPERTY DECLARATIONS
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ADDITIONAL COVERAGES — Continued	DEDUCTIBLE	LIMITS
INSTALLATION*	$1,000	$2,500
INVENTORY AND APPRAISAL	NONE	$5,000
LEASEHOLD INTEREST*	NONE	$10,000
LOCK AND KEY REPLACEMENT	NONE	$1,000
MONEY & SECURITIES - INSIDE THE PREMISES/OUTSIDE THE PREMISES*	NONE	$10,000/ $2,500
MONEY ORDERS & COUNTERFEIT CURRENCY - $1,000 MAX. EACH ITEM	NONE	$5,000
OFF-PREMISES POWER OR WATER FAILURE*	$1,000	$10,000
PATTERNS, DIES & MOLDS*	$250	$5,000
PERSONAL EFFECTS AND PERSONAL PROPERTY OF EMPLOYEES	$250	$2,500
PERSONAL PROPERTY AT NEWLY ACQUIRED OR CONST. BLDGS. - 180 DAYS	$250	$250,000
PERSONAL PROPERTY AT OTHER LOCATIONS (INCLUDING EXHIBITIONS)	$250	$25,000
PERSONAL PROPERTY IN TRANSIT*	$1,000	$2,500
POLLUTION CLEAN-UP AND REMOVAL - EACH LOCATION	$250	$10,000
SALESPERSONS SAMPLES - $2,500 MAX. EACH EMPLOYEE	$1,000	$10,000
SIGNS*	$250	$5,000
SPOILAGE*	$1,000	$5,000
TOOLS & EQUIPMENT INCLUDING COMMUNICATION DEVICES - BLANKET*	$250	$5,000
TREES, SHRUBS, PLANTS AND LAWNS - $1,000 MAX. EACH ITEM	$250	$10,000
UNAUTHORIZED BUSINESS CARD USE - $1,000 MAX. PER OCCURRENCE	NONE	$5,000
VALUABLE PAPERS & RECORDS*	NONE	$25,000
* The limits for these coverages may be increased. Contact your agent.		

Mortgagees and Loss Payees are listed on the Commercial Property Supplemental Declarations by building.

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PRECISION PORTFOLIO POLICY
BUILDINGS AND PERSONAL PROPERTY SCHEDULE
PRECISION PREMIER

LOCATION 01 BUILDING # 01 36645 JEB STUART RD PURCELLVILLE VA

PREMISES PRIMARY
OCCUPANCY: SOCIAL CLUBS - NOC - NO ALCOHOL SERVED ON PREMISES
INSURED'S INTEREST: TENANT
CONSTRUCTION: FRAME
PROTECTION CLASS: 003

		DEDUCTIBLE	LIMIT
SCHEDULED PERSONAL PROPERTY	REPLACEMENT COST	$250	$1,800
BACK-UP OF SEWERS & DRAINS		$1,000	$25,000
EQUIPMENT BREAKDOWN		$250	INCLUDED
LIMITED COVERAGE FOR FUNGI, WET ROT, DRY ROT AND BACTERIA			$15,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYMENT CONDITION – PROFIT, OVERHEAD, AND INCREASED FEES

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

The following Paragraph is added to E. **Loss Payment** of Section IV. **LOSS CONDITIONS** under the **COMMERCIAL PROPERTY CONDITIONS** of the Building and Personal Property Coverage Form:

7. We will not pay for the increased fee, charge or cost attributable to general contractor's profit and overhead or other similar fees or charges, unless you have incurred and paid for them and they are reasonable.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME AND EXTRA EXPENSE – PARTIAL SLOWDOWN COVERAGE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. The following is added to Paragraph A. **Business Income and Extra Expense** in Section III. **ADDITIONAL COVERAGES** of the Building and Personal Property Coverage Form:

With respect to the coverage provided in this Additional Coverage, and its **Extensions** A.1. **Business Income From Dependent Properties** and A.2. **Newly Acquired Properties** , suspension means:

1. The partial slowdown or complete cessation of your business activities; or
2. That a part or all of the described premises is rendered untenantable.

B. Paragraph A.4. **Special Exclusions** in Section II. **COVERED CAUSES OF LOSS** is amended as follows:

Paragraph e. **Business Income And Extra Expense** is amended by deleting Subparagraph e.(3)(b) and replacing it with the following:

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation:

i. Is directly caused by the partial slowdown or complete cessation of "operations", or

ii. Because a part or all of the described premises is rendered untenantable;

we will cover such loss that affects your "business income" during the "period of restoration".

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

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PRECISION PORTFOLIO POLICY
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This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

COVERAGES AND LIMITS OF INSURANCE

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

GENERAL AGGREGATE	$2,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	$2,000,000
EACH OCCURRENCE	$1,000,000
TENANTS LEGAL LIABILITY	$1,000,000
MEDICAL EXPENSES - EACH PERSON	$ 10,000
PERSONAL INJURY AND ADVERTISING INJURY	$1,000,000
HIRED AND NON-OWNED AUTOMOBILE LIABILITY	$1,000,000

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FOREMOST INSURANCE GROUP

PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
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EXCLUSIONS AND LIMITATIONS

ABSOLUTE ASBESTOS EXCLUSION
VIOLATION OF COMMUNICATION OR INFORMATION LAW EXCLUSION - LIABILITY

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PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY SCHEDULE
PRECISION PREMIER

LOC #	CLASS CODE	LOCATION ADDRESS (IF APPLICABLE) CLASSIFICATION NAME	RATING BASIS	ANNUAL EXPOSURE
01		36645 JEB STUART RD PURCELLVILLE VA ZIP CODE: 20132-9220		
	8641D	SOCIAL CLUBS - NOC - NO ALCOHOL SERVED ON PREMISES	PER MEMBER	3,000

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FOREMOST INSURANCE GROUP

PRECISION PORTFOLIO POLICY
SUPPLEMENTAL DECLARATIONS
PRECISION PREMIER
INSTITUTIONAL PROGRAM

COVERAGE PART(S) AND FORM OR ENDORSEMENT NUMBER	FORM OR ENDORSEMENT NAME AND FORM OR ENDORSEMENT SUPPLEMENTAL INFORMATION
LIABILITY CG2012 0798	ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS STATE OR POLITICAL SUBDIVISION: CITY OF MIDDLETOWN NY PARKS AND RECREATION DEPT. 47 ACADEMY AVENUE MIDDLETOWN NY 10940
LIABILITY CG2012 0798	ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS STATE OR POLITICAL SUBDIVISION: CITY OF YPSILANTI 1 S. HURON STREET YPSILANTI MI 48197
LIABILITY CG2012 0798	ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS STATE OR POLITICAL SUBDIVISION: MUNICIPALITY OF GERMANTOWN 75 N. WALNUT STREET GERMANTOWN OH 45327
LIABILITY CG2012 0798	ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS STATE OR POLITICAL SUBDIVISION: CITY OF PITTSBURGH 512 CITY-COUNTY BUILDING 412 GRANT STREET PITTSBURGH PA 15219
LIABILITY CG2012 0798	ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS STATE OR POLITICAL SUBDIVISION: CITY OF ESTACADA 475 SE MAIN STREET ESTACADA OR 97017

COMMERCIAL GENERAL LIABILITY

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FOREMOST INSURANCE GROUP

PRECISION PORTFOLIO POLICY
SUPPLEMENTAL DECLARATIONS
PRECISION PREMIER

COVERAGE PART(S) AND FORM OR ENDORSEMENT NUMBER	FORM OR ENDORSEMENT NAME AND FORM OR ENDORSEMENT SUPPLEMENTAL INFORMATION
LIABILITY	ADDITIONAL INSURED—MANAGERS OR LESSORS OF PREMISES
CG2011 0196	NAME OF PERSON OR ORGANIZATION (ADDITIONAL INSURED): NAME 1 OREGON FIRE SERVICE MUSEUM NAME 2 ADDRESS 1 1284 COURT STREET NE ADDRESS 2 CITY SALEM STATE OR ZIP 97301 DESIGNATION OF PREMISES (PART LEASED TO YOU): 261 SE 5TH STREET ESTACADA, OR 97301

COMMERCIAL GENERAL LIABILITY

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PRECISION PORTFOLIO POLICY SUPPLEMENTAL DECLARATIONS
PRECISION PREMIER
(CONTINUED)

COVERAGE PART(S) AND FORM OR ENDORSEMENT NUMBER	FORM OR ENDORSEMENT NAME AND FORM OR ENDORSEMENT SUPPLEMENTAL INFORMATION
LIABILITY	ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
CG2011 0196	NAME OF PERSON OR ORGANIZATION (ADDITIONAL INSURED): NAME 1 ESTACADA VOLUNTEER FIREFIGHTERS ASSN NAME 2 ADDRESS 1 261 SE 5TH ADDRESS 2 CITY ESTACADA STATE OR ZIP 97023 DESIGNATION OF PREMISES (PART LEASED TO YOU): 261 SE 5TH STREET ESTACADA, OR 97023

COMMERCIAL GENERAL LIABILITY

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PRECISION PORTFOLIO POLICY
SUPPLEMENTAL DECLARATIONS
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(CONTINUED)

COVERAGE PART(S) AND FORM OR ENDORSEMENT NUMBER	FORM OR ENDORSEMENT NAME AND FORM OR ENDORSEMENT SUPPLEMENTAL INFORMATION
LIABILITY	ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
CG2011 0196	NAME OF PERSON OR ORGANIZATION (ADDITIONAL INSURED): NAME 1 COLTON VOLUNTEER FIREFIGHTERS ASSN NAME 2 ADDRESS 1 20987 S. HIGHWAY 211 ADDRESS 2 CITY COLTON STATE OR ZIP 97017 DESIGNATION OF PREMISES (PART LEASED TO YOU): 261 SE 5TH STREET S. ESTACADA, OR 97023

COMMERCIAL GENERAL LIABILITY

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FOREMOST INSURANCE GROUP

PRECISION PORTFOLIO POLICY
SUPPLEMENTAL DECLARATIONS
PRECISION PREMIER
(CONTINUED)

COVERAGE PART(S) AND FORM OR ENDORSEMENT NUMBER	FORM OR ENDORSEMENT NAME AND FORM OR ENDORSEMENT SUPPLEMENTAL INFORMATION
LIABILITY	ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
CG2011 0196	NAME OF PERSON OR ORGANIZATION (ADDITIONAL INSURED): NAME 1 COLTON RURAL FIRE DISTRICT #70 NAME 2 ADDRESS 1 20987 S. HIGHWAY 211 ADDRESS 2 CITY COLTON STATE OR ZIP 97017 DESIGNATION OF PREMISES (PART LEASED TO YOU): 261 SE 5TH STREET ESTACADA, OR 97017

COMMERCIAL GENERAL LIABILITY

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INSURED'S COPY

04/26/2017

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FOREMOST INSURANCE GROUP

PRECISION PORTFOLIO POLICY
SUPPLEMENTAL DECLARATIONS
PRECISION PREMIER
(CONTINUED)

COVERAGE PART(S) AND FORM OR ENDORSEMENT NUMBER	FORM OR ENDORSEMENT NAME AND FORM OR ENDORSEMENT SUPPLEMENTAL INFORMATION
LIABILITY	ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
CG2011 0196	NAME OF PERSON OR ORGANIZATION (ADDITIONAL INSURED): NAME 1 ESTACADA RURAL FIRE PROTECTION DISTRICT NAME 2 #69 ADDRESS 1 261 S.E. 5TH ADDRESS 2 CITY ESTACADA STATE OR ZIP 97023 DESIGNATION OF PREMISES (PART LEASED TO YOU): 261 SE 5TH STREET S. ESTACADA, OR 97023

COMMERCIAL GENERAL LIABILITY

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FOREMOST INSURANCE GROUP

PRECISION PORTFOLIO POLICY
SUPPLEMENTAL DECLARATIONS
PRECISION PREMIER
(CONTINUED)

COVERAGE PART(S) AND FORM OR ENDORSEMENT NUMBER	FORM OR ENDORSEMENT NAME AND FORM OR ENDORSEMENT SUPPLEMENTAL INFORMATION
LIABILITY	ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
CG2011 0196	NAME OF PERSON OR ORGANIZATION (ADDITIONAL INSURED): NAME 1 NEW ENGLAND INSTITUTE OF TECHNOLOGY NAME 2 ADDRESS 1 1 NEW ENGLAND TECH BLVD ADDRESS 2 CITY EAST GREENWICH STATE RI ZIP 02818-1258 DESIGNATION OF PREMISES (PART LEASED TO YOU): 1 NE TECH BLVD. EAST GREENWICH, RI 02818

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

This endorsement modifies provisions in the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence", offense, claim or "suit", the Limits of Insurance under all the Coverage Forms or policies applicable to such "occurrence", offense, claim or "suit" shall not exceed the highest applicable Limits of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or affiliated company specifically to apply as excess insurance over this Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The COMMON POLICY CONDITIONS are amended as follows:

1. Paragraphs 2., 3. and 5. of the **CANCELLATION** Condition are replaced by the following:

   2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:

      a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

      b. 45 days before the effective date of cancellation if we cancel for any other reason.

   3. We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.

   5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.

      a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:

         (1) At our request;

         (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;

         (3) And rewritten by us or a member of our company group; or

         (4) After the first year, if it is a prepaid policy written for a term of more than one year.

      b. When this Policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata earned premium, rounded to the next higher whole dollar, unless otherwise specified in our filed manual rules. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

2. The following Condition is added and supersedes any other provision to the contrary:

   NONRENEWAL

   1. If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first Named Insured, shown in the Declarations, stating the reason for nonrenewal, at least:

      a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or

      b. 45 days before the expiration date if the nonrenewal is for any other reason.

2. We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.

3. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended as follows:

1. Paragraph F. **Fire Department Service** Charge under Section III. **ADDITIONAL CONDITIONS** is deleted and replaced by the following:

   F. **Fire Department Service Charge** –

   1. When the fire department is called to save or protect Covered Property form a Covered Cause of Loss, we will pay up to $2,500 for service at each premises described in the Declarations, unless a different limit is shown in the Declarations. Such limit is the most we will regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

      This Additional Coverage applies to your liability for fire department service charges:

      a. Assumed by contract or agreement prior to loss; or
      b. Required by local ordinance.

   2. If the fire department service charge is not covered under the terms of Paragraph 1., then the following applies:

      When a volunteer fire department is called to save or protect the Covered Property from a Covered Cause of Loss, we will pay the amount billed to you, up to $250, unless a different limit is shown in the Declarations for volunteer fire department service charges.

      This Additional Coverage applies to your liability for service charges billed to you by a volunteer fire department, provided that:

      a. The volunteer fire department is not fully funded by real estate taxes or other property taxes; and

      b. The service charge is not made in response to a call outside of the volunteer fire department's fire protection district, city or municipality pursuant to a contract.

   No deductible applies to this Additional Coverage

2. Paragraph B. **Appraisal** under Section IV. **LOSS CONDITIONS** is deleted and replaced by the following:

   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. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the insured or the insurer may apply in writing, for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Any outcome of the appraisal will be binding.

   Each party will:

   1. Pay its own appraiser; and

2. Bear the other expenses of the appraisal and umpire equally.

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

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

3. Item 1.a. of Paragraph C. **Duties In The Event Of Loss Or Damage** under Section IV. **LOSS CONDITIONS** regarding notifying the police does not apply.

4. Item 1.d of Paragraph E. **Loss Payment** under Section IV. **LOSS CONDITIONS** is deleted and replaced with the following:

   d. Repair, rebuild or replace the property with other property of like kind and quality.

5. Paragraph J. **Valuation** under Section IV. **LOSS CONDITIONS** is amended as follows:

   a. Subparagraph 1.a. is replaced with the following:

      a. Of like kind and quality;

   b. Subparagraph 3.g. does not apply.

C. If the Replacement Cost Option is shown in the COMMERCIAL PROPERTY COVERAGE PART Declarations, the following applies and supersedes any provision to the contrary:

You may make an initial 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 for the additional coverage this Replacement Cost Optional Coverage provides if you notify us of your intent to do so within 6 months of the later of the following dates:

1. The last date on which you received a payment for actual cash value; or

2.. The date of entry of a final order of court of competent jurisdiction declaring your right to full replacement cost.

D. The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

1. Paragraph 3. of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

   3. With respect to "mobile equipment", any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

      a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

      b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision

2. The definitions of "Auto" and "Mobile equipment" in Paragraphs 2. And 12. Of SECTION V - DEFINITIONS of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM are deleted and replaced with the following:

   2. "Auto" means"

      a. A land motor vehicle, trailer or semitrailer 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 law where it is licensed or principally garaged.

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

   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, maintained primarily to provide mobility to 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 any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

E. Coverages described in the Insuring Agreement of the following endorsements are not subject to the exclusions applicable to COVERAGE A. **BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** COVERAGE B. **PERSONAL AND ADVERTISING INJURY**, or COVERAGE C. **MEDICAL EXPENSES** of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

1. Printers' Errors and Omissions Liability Coverage;

1. Optometrists Professional Liability;

2. Veterinarians Professional Liability;

3. Barbers and Beauticians Professional Liability; and

4. Jewelry Appraisers Professional Liability.

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EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

This endorsement modifies insurance provided under the:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** :

2. Exclusions

Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

This insurance does not apply to damages, including but not limited to, "bodily injury" or "property damage" arising out of:

(1) 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) 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 includes but is not limited to, information, facts, images 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 the device to receive,process,store,retrive or send data.

B. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

Access Or Disclosure Of Confidential Or Personal Information

This insurance does not apply to damages, including but not limited to, "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.

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BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT
D	PPS 08283378	16558785	F001635785-001-00001	ANNUAL

BRANCH: GR GRAND RAPIDS RENEWAL EFF 06/01/2017

CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE DECLARATIONS
FOREMOST SIGNATURE INSURANCE COMPANY

THIS COVERAGE INCLUDES CLAIMS MADE AND REPORTED COVERAGES. SUBJECT TO ITS TERMS, THIS COVERAGE FORM'S CLAIMS MADE COVERAGES APPLY ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE COMPANY AS SOON AS PRACTICABLE. WITHOUT NEGATING THE FOREGOING REQUIREMENTS, SUCH NOTICE OF CLAIM MUST ALSO BE REPORTED NO LATER THAN 30 DAYS AFTER THE END OF THE POLICY PERIOD OR, IF APPLICABLE, DURING THE OPTIONAL EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS CLAIMS EXPENSES, WHICH INCLUDES DEFENSE COSTS, SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. PLEASE READ THE COVERAGE FORM CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT.

NAMED INSURED: SPAAMFAA

MAILING ADDRESS: C/O J.C. TAYLOR, INC.
320 SOUTH 69TH STREET
UPPER DARBY, PA 19082

POLICY PERIOD:
FROM: 06/01/2017
TO: 06/01/2018 **(12:01 A.M. Standard Time at Your Mailing Address Shown Above)**

RETROACTIVE DATE: 06/01/2017

CONTINUITY DATE: 06/01/2017

OPTIONAL EXTENSION PERIOD:
Length of optional extension period: ____________________

If no time is stated, optional extension period coverage is not provided.

CYBER EXTORTION HOT LINE: 1-800-HelpPoint (435-7764)

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BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT
D	PPS 08283378	16558785	F001635785-001-00001	ANNUAL
BRANCH: GR GRAND RAPIDS			RENEWAL EFF 06/01/2017	

CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE DECLARATIONS
FOREMOST SIGNATURE INSURANCE COMPANY

(CONTINUED)

COVERAGE	LIMIT OF INSURANCE	RETENTION/WAITING PERIOD
AGGREGATE LIMIT OF LIABILITY	$50,000	
INSURING AGREEMENT A – INFORMATION SECURITY AND PRIVACY LIABILITY	$50,000	$2,500
INSURING AGREEMENT B- PRIVACY BREACH RESPONSE SERVICES	$50,000/ 5,000 Notified Individuals	$2,500/ 100 Notified Individuals
INSURING AGREEMENT C – REGULATORY DEFENSE AND PENALTIES	$50,000	$2,500
INSURING AGREEMENT D – WEBSITE MEDIA CONTENT LIABILITY	$50,000	$2,500
INSURING AGREEMENT E – PCI FINES, EXPENSES AND COSTS	$10,000	$2,500
INSURING AGREEMENT F – CYBER EXTORTION	$50,000	$2,500
INSURING AGREEMENT G – FIRST PARTY DATA PROTECTION	$50,000	$2,500
INSURING AGREEMENT H – FIRST PARTY NETWORK BUSINESS INTERRUPTION INCOME LOSS/EXTRA EXPENSE RETENTION	$50,000	$2,500
WAITING PERIOD		12 hours

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CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE FORM

THIS COVERAGE FORM INCLUDES CLAIMS MADE AND REPORTED COVERAGES. SUBJECT TO ITS TERMS, THIS COVERAGE FORM'S CLAIMS MADE COVERAGES APPLY ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE, PROVIDED SUCH CLAIM IS REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR THE OPTIONAL EXTENDED REPORTING PERIOD, IF APPLICABLE. AMOUNTS INCURRED AS CLAIMS EXPENSES, WHICH INCLUDES DEFENSE COSTS, SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIMS EXPENSES OR FOR ANY JUDGMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. READ THIS COVERAGE FORM CAREFULLY TO DETERMINE THE EXTENT OF COVERAGE.

Except as specifically set forth herein, the provisions of the policy to which this coverage form is attached shall not apply to this Coverage Form. Throughout this Coverage Form, the words "you" and "your" refer to the "named insured(s)" shown in the Declarations of this Coverage Form and any other person(s) or organization(s) qualifying as a "named insured" under this Coverage Form. The words "we", "us", and "our" refer to the company providing this insurance.

Any words or phrases that appear in "quotations" have special meaning applicable to this Coverage Form only. Refer to Section **XI. DEFINITIONS**.

Paragraphs **A.**, **C.**, **D.**, and **E.** of Section **I. INSURING AGREEMENTS** provide coverage on a claims made and reported basis and apply only to "claims" first made against the "insured" and reported to us during the policy period, the "automatic extension period", or the "optional extension period" (if applicable)

Paragraphs **B.**, **F.**, **G.**, and **H.** of Section **I. INSURING AGREEMENTS** provide first party coverage on an incident discovered and reported basis and apply only to incidents first discovered and reported to us during the policy period.

The Company agrees with the "Named Insured":

I. INSURING AGREEMENTS

A. Information Security And Privacy Liability

We shall pay on behalf of the "insured", "damages" and "claims expenses", in excess of the retention, which the "insured" shall become legally obligated to pay because of any "claim", including a "claim" for violation of a "privacy law", for:

1. Theft, loss, or "unauthorized disclosure" of "personally identifiable information" or "third party information" that is in the care, custody or control of the "insured organization", or a third party for whose theft, loss or "unauthorized disclosure" of "personally identifiable information" or "third party information" the "insured organization" is legally liable;
2. One or more of the following acts or incidents that directly result from a failure of "computer security" to prevent a "security breach":
   a. The alteration, corruption, destruction, deletion, or damage to data stored on "computer systems";
   b. The failure to prevent transmission of malicious code from "computer systems" to computer or network systems that are not owned, operated or controlled by an "insured"; or
   c. The participation by the "insured organization's" "computer system" in a denial of service attack directed against computer or network systems that are not owned, operated or controlled by an "insured";
3. The "insured organization's" failure to timely disclose an incident described in paragraphs **A.1.** or **A.2.** in violation of any "breach notice law";
4. Failure by the "insured" to comply with that part of a "privacy policy" that specifically:
   a. Prohibits or restricts the "insured organization's" disclosure, sharing or selling of a person's "personally identifiable information";
   b. Requires the "insured organization" to provide access to "personally identifiable information" or to correct

4727 incomplete or inaccurate "personally identifiable information" after a request is made by a person; or

c. Mandates procedures and requirements to prevent the loss of "personally identifiable information";

Provided the "insured organization" must, at the time of such acts, errors or omissions have in force a "privacy policy" that addresses subsections **4a. – 4.c.** above that are relevant to such "claim"; or

5. Failure by the "insured" to administer:

   a. An identity theft prevention program required by regulations and guidelines promulgated pursuant to 15 U.S.C. §1681m(e), as amended; or

   b. An information disposal program required by regulations and guidelines promulgated pursuant to 15 U.S.C §1681W, as amended.

All acts, incidents, failures to timely disclose, failures to comply, thefts, losses, errors or omissions described in Section **I. INSURING AGREEMENTS, A. Information Security And Privacy Liability** must first take place on or after the "retroactive date" and before the end of the "policy period" to be eligible for coverage under Section **I. INSURING AGREEMENTS, A. Information Security And Privacy Liability.**

B. Privacy Breach Response Services

We shall provide to the "insured organization" "privacy breach response services" in excess of the retention because of an incident described in Paragraphs **1.** and **2.** of Section **I. INSURING AGREEMENTS, A. Information Security And Privacy Liability.**

"Privacy breach response services" means:

1. "Computer expert services";
2. "Legal services";
3. "Public relations and crisis management expenses";
4. "Notification services" to provide notification to:

   a. Individuals residing in the United States who are required to be notified by the "insured organization" under the applicable "breach notice law". However, we may also provide "notification services" to individuals, who at our discretion, have been affected by an incident in which their "personally identifiable information" has been subject to theft, loss, or "unauthorized disclosure" in a manner which compromises the security or privacy of such individual by posing a significant risk of financial, reputational or other harm to the individual.

   b. For incidents involving more than 100 "notified individuals" "Privacy Breach Response" Services also means:

      (1) "Call center services" to "notified individuals"; and

      (2) To be covered, such offer must be provided in a mailed notification provided pursuant to Insuring Agreement **I.B.4.** above. However, if the Insured uses an attorney and other service providers recommended by the Company for all "Privacy Breach Response Services", then the threshold of 100 "notified individuals" set forth above shall not apply to the "call center services", but the self-insured retention shall continue to apply as set forth in the Declarations.

5. "Call center services"; and
6. "Breach resolution and mitigation services".

"Privacy breach response services" also includes assistance from the breach response services team and access to education and loss control information at no charge.

"Privacy breach response services" will be provided subject to the terms and conditions of this Coverage Form and shall not include any internal salary or overhead expenses of the "insured organization".

C. Regulatory Defense And Penalties

We shall pay on behalf of the "insured", "claims expenses" and "penalties" in excess of the retention, which the "insured" shall become legally obligated to pay because of any "claim" in the form of a "regulatory proceeding", caused by an incident described in Paragraphs **1.**, **2.**, and **3.** of Section **I. INSURING AGREEMENTS, A. Information Security And Privacy Liability** that first takes place on or after the "retroactive date" and before the end of the "policy period".

4728 D. **Website Media Content Liability**

We shall pay on behalf of the "insured", "damages" and "claims expenses", in excess of the retention, which the "insured" becomes legally obligated to pay for one or more of the following acts first committed on or after the "retroactive date" and before the end of the "policy period" in the course of the "insured organization's" display of "media material" on its web site or on social media web pages created and maintained by or on behalf of the "insured organization":

1. Invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
2. Misappropriation of ideas under implied contract;
3. Plagiarism and piracy;
4. Infringement of copyright;
5. Infringement of domain name, trademark, trade name, logo, title, metatags, or service mark, or service name; or
6. Improper deep-linking or framing within electronic content.

E. **PCI Fines, Expenses And Costs**

We shall indemnify the "insured" for "PCI Fines, Expenses, and Costs", in excess of the retention, which the "insured' shall become legally obligated to pay on or after the "retroactive date" and before the end of the "policy period". Coverage under Section **I. INSURING AGREEMENTS, E. PCI Fines, Expenses And Costs** is sublimited to the amount set forth in the Declarations. We have no duty to defend any "claim" or to pay any "claims expenses" associated with a "claim" brought under Section **I. INSURING AGREEMENTS, E. PCI Fines, Expenses And Costs.**

F. **Cyber Extortion**

We shall reimburse the "insured" for "cyber extortion loss", in excess of the retention, which the "insured" pays as a direct result of an "extortion threat" first made against the "insured" on or after the "retroactive date" and before the end of the "policy period" by a person, other than the "insured's" employees, directors, officers, principals, trustees, governors, managers, members, management committee members, members of the management board, partners, contractors, outsourcers, or any person in collusion with any of the foregoing. Coverage under this Insuring Agreement is subject to the applicable conditions and reporting requirements, including those set forth in Section **XV. OBLIGATIONS IN THE EVENT OF AN EXTORTION THREAT.**

G. **First Party Data Protection**

We shall indemnify the "insured" for "data protection loss" in excess of the retention, which the "insured" becomes obligated to pay as a direct result of one or more of the following that first takes place on or after the "retroactive date" and before the end of the "policy period":

1. alteration, corruption, destruction, deletion or damage to a "data asset"; or
2. inability to access a "data asset";

and is directly caused by a failure of "computer security" to prevent a "security breach"; provided that such "security breach" must take place on or after the "retroactive date" and before the end of the "policy period".

H. **First Party Network Business Interruption**

We shall indemnify the "insured", for "business interruption loss", in excess of the retention, incurred by the "insured" during the "period of restoration" or the "extended interruption period" (if applicable) as a direct result of the actual and necessary interruption or suspension of "computer systems" that first takes place during the "policy period" and is directly caused by a failure of "computer security" to prevent a "security breach"; provided that such "security breach" must first take place on or after the "retroactive date" and before the end of the "policy period".

II. DEFENSE AND SETTLEMENT OF CLAIMS

A. We shall have the right and duty to defend:

1. Any "claim" against the "insured" seeking "damages" even if any of the allegations of the "claim" are groundless, false or fraudulent; or

4729 2. Under Section **I. INSURING AGREEMENTS, C. Regulatory Defense And Penalties**, any "claim" in the form of a "regulatory proceeding".

Selection of defense counsel shall be mutually agreed upon between us and the "named insured", but in the absence of such agreement, our decision shall be final.

B. We will pay "claims expenses" incurred. The Aggregate Limit of Liability available to pay "damages" and "penalties" shall be reduced and may be completely exhausted by payment of "claims expenses". "Damages", "penalties", and "claims expenses" shall be applied against the each claim retention payable by the "insured".

C. If the "insured" refuses to consent to any settlement or compromise recommended by us and acceptable to the claimant and elects to contest the "claim", our liability for any "damages", "penalties", and "claims expenses" shall not exceed the lesser of:

1. The amount for which the "claim" could have been settled, less the remaining retention, plus the "claims expenses" incurred up to the time of such refusal; or
2. The applicable Limit of Liability whichever is less, and we have the right to withdraw from further defense by tendering control of said defense to the "insured". The portion of any proposed settlement or compromise that requires the "insured" to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not "damages" (or "penalties" for "claims" covered under Section **I. INSURING AGREEMENTS, C. Regulatory Defense And Penalties**) shall not be considered in determining the amount for which a "claim" could have been settled.

III. WHO IS AN INSURED

A. Whether expressed in singular or plural, "insured" shall mean:

1. The "named insured" and any "subsidiaries" of the "named insured" (together the "insured organization");
2. A director, manager of a limited liability company or officer of the "insured organization", but only with respect to the performance of their duties as such on behalf of the "insured organization";
3. An employee of the "insured organization", but only for work done while acting within the scope of their employment and related to the conduct of the "insured organization's" business;
4. A principal if the "named insured" is a sole proprietorship, or a partner if the "named insured" is a partnership, but only with respect to the performance of their duties as such on behalf of the "insured organization";
5. Any person previously qualified as an "insured" under Paragraphs **A.2.**, **A.3.**, or **A.4.** of Section **III. WHO IS AN INSURED** prior to the termination of the required relationship with the "insured organization", but only with respect to the performance of their duties as such on behalf of the "insured organization".

B. "Named insured" means the entity or individual shown in the Declarations of this Coverage Form.

IV. EXCLUSIONS

This insurance does not apply to any "claim" or "loss":

A. Arising out of or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written. However, this exclusion will not apply:

1. Only with respect to the coverage provided pursuant to Paragraph **1.** of Section **I. INSURING AGREEMENTS, A. Information Security And Privacy Liability**, to any obligation of the "insured organization" to maintain the confidentiality or security of "personally identifiable information" or of "third party information";
2. Only with respect to Paragraph **4.** of Section **I. INSURING AGREEMENTS, D. Website Media Content Liability**, for misappropriation of ideas under implied contract; or
3. To the extent the "insured" would have been liable in the absence of such contract or agreement.

B. Arising out of or resulting from any liability or obligation under a "merchant services agreement" except this exclusion does not apply to "PCI Fines, Expenses, and Costs" covered under Section **I. INSURING AGREEMENTS, E. PCI Fines, Expenses, and Costs**, or to "computer expert services" or "legal services" covered under Section **I. INSURING AGREEMENTS, B. Privacy Breach Response Services**.

C. Arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices; however, this exclusion does not apply to:

4730 1. Any "claim" covered under Paragraphs **1.**, **2.**, or **3.** of Section **I. INSURING AGREEMENTS, A. Information Security And Privacy Liability** or Section **I. INSURING AGREEMENTS, C. Regulatory Defense and Penalties**; or

2. The providing of "privacy breach response services" covered under Section **I. INSURING AGREEMENTS, B. Privacy Breach Response Services.**

D. Arising out of or resulting from the actual or alleged unlawful collection, acquisition or retention of "personally identifiable information" (except as otherwise covered under Paragraph **5.** of Section **I. INSURING AGREEMENTS, A. Information Security And Privacy Liability**) or other personal information by, on behalf of, or with the consent or cooperation of the "insured organization"; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection, disclosure or use of "personally identifiable information". This exclusion shall not apply to the actual or alleged unlawful collection, acquisition or retention of "personally identifiable information" by a person or entity that is not a "related party" and without the knowledge of the "insured organization".

E. Arising out of or resulting from any act, error, omission, incident, failure of "computer security", or "security breach" committed or occurring prior to the "continuity date" of this Coverage Form:

1. If any member of the "control group" on or before the "continuity date" knew or could have reasonably foreseen that such act, error or omission, incident, failure of "computer security", or "security breach" might be expected to be the basis of a "claim" or "loss"; or

2. In respect of which any "insured" has given notice of a circumstance, which might lead to a "claim" or "loss", to the insurer of any other policy in force prior to the inception date of this Coverage Form.

F. Arising out of or resulting from any related or continuing acts, errors, omissions, incidents or events, where the first such act, error, omission, incident or event was committed or occurred prior to the "retroactive date."

G. For, arising out of or resulting from any actual or alleged:

1. Infringement of patent or patent rights or misuse or abuse of patent;

2. Infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or "unauthorized access or use" of software code by a person who is not a "related party";

3. Use or misappropriation of any ideas, trade secrets or "third party corporate information" (i) by, or on behalf of, the "insured organization", or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the Control Group;

4. Disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person or entity prior to the date the person or entity became an employee, officer, director, manager of a limited liability company, principal, partner or "subsidiary" of the "insured"; or

5. Under Paragraph **2.** of Section **I. INSURING AGREEMENTS, A. Information Security And Privacy Liability**, theft of or "unauthorized disclosure" of a "data asset."

H. In connection with or resulting from a "claim" brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; provided, this exclusion shall not apply to an otherwise covered "claim" under Section **I. INSURING AGREEMENTS, C. Regulatory Defense and Penalties** or to the providing of "privacy breach response services" under Section **I. INSURING AGREEMENTS, B. Privacy Breach Response Services** to the extent such services are legally required to comply with a "breach notice law";

I. Arising out of or resulting from a "claim" by or on behalf of one or more "insureds" under this coverage against any other "insured" or "insureds" under this Coverage; provided this exclusion shall not apply to an otherwise covered "claim" under Paragraphs **1.**, **2.**, or **3.** of Section **I. INSURING AGREEMENTS, A. Information Security And Privacy Liability** made by a current or former employee of the "insured organization";

J. Arising out of or resulting from:

1. Any "claim" made by any business enterprise in which any "insured" has greater than a 15 percent (15%) ownership interest or made by any parent company or other entity which owns more than 15 percent (15%) of the "named insured"; or

2. The "insured's" activities as a trustee, partner, member, manager of a limited liability company, officer,

director or employee of any employee trust, charitable organization, corporation, company or business other
4731 than that of the "insured organization";

K. Arising out of or resulting from:

1. The actual or alleged obligation to make licensing fee or royalty payments;

2. Any costs or expenses incurred or to be incurred by the "insured" or others for the reprinting, reposting, recall, removal or disposal of any "media material" or any other information, content or media, including any media or products containing such "media material", information, content or media;

3. Any "claim" brought by or on behalf of any intellectual property licensing bodies or organizations;

4. The actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, or contract price estimates, the authenticity of any goods, products or services, or the failure of any goods or services to conform with any represented quality or performance;

5. Any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or

6. Any "claim" made by or on behalf of any independent contractor, joint venture or venture partner arising out of or resulting from disputes over ownership of rights in "media material" or services provided by such independent contractor, joint venture or venture partner;

L. With respect to Section **I. INSURING AGREEMENTS F. Cyber Extortion, G. Data Protection Loss and H. Business Interruption Loss** arising out of or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any "security breach", "extortion threat", or intentional or knowing violation of the law, if committed by any member of the "control group" or any person in participation or collusion with any member of the "control group";

M. With respect to Section **I. INSURING AGREEMENTS G. Data Protection Loss and H. Business Interruption Loss** arising out of or resulting from:

1. Any failure or malfunction of electrical or telecommunications infrastructure or services, provided that this exclusion shall not apply to any otherwise covered "claim" or "loss" arising out of failure of "computer security" to prevent a "security breach" that was solely caused by a failure or malfunction of telecommunications infrastructure or services under the "insured's" direct operational control;

2. Fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event; or

3. Any satellite failures.

N. With respect to Section **I. INSURING AGREEMENTS F. Cyber Extortion** arising out of or resulting from:

1. Any threat to physically harm or kidnap any person; or

2. Any threat to harm, take, or transfer property other than any "data asset", even if such threat is made in conjunction with a threat to a "data asset" or by carrying out such threat to, harm, theft, or transfer, a "data asset" may be damaged, corrupted, altered, taken, disseminated or transferred;

O. Arising out of or resulting from any seizure, nationalization, confiscation, or destruction of "computer systems" or "data assets" by order of any governmental or public authority;

P. Arising out of or resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

V. LIMIT OF LIABILITY AND COVERAGE

A. The Aggregate Limit of Liability set forth in the Declarations is our combined total limit of liability for all "damages", "penalties", "PCI Fines, Expenses, and Costs", "public relations and crisis management expenses", "cyber extortion loss", "data protection loss", "business interruption loss" and "claims expenses" payable under this Coverage Form.

Neither the inclusion of more than one "insured" under this Coverage Form, nor the making of "claims" by more than one person or entity, shall increase the Limit of Liability.

4732 **B.** The Limit of Liability for the "automatic extension period" and the "optional extension period" shall be part of and not in addition to the Aggregate Limit of Liability.

C. The "Notified Individuals" limit stated in the Declarations is the maximum total number of "notified individuals" to whom notification will be provided or attempted for all incidents or series of related incidents giving rise to an obligation to provide "notification services", "call center services" or "breach resolution and mitigation services".

D. We shall not be obligated to pay any "damages", "penalties", or "claims expenses", or to undertake or continue defense of any suit or proceeding after the Aggregate Limit of Liability has been exhausted by payment of "damages", "penalties" or "claims expenses", or after deposit of the Aggregate Limit of Liability in a court of competent jurisdiction. Upon such payment, we shall have the right to withdraw from further defense of any "claim" under this Coverage Form by tendering control of said defense to the "insured".

E. Unless otherwise specified in this Coverage Form, "privacy breach response services" will be provided by a service provider selected by us from the service providers listed in the "information packet".

F. To the extent that costs to provide "privacy breach response services" are covered pursuant to a "claim" described in Paragraph **D.4.** of Section **XI. DEFINITIONS**, such costs shall be covered solely under Section **I. INSURING AGREEMENTS, A. Information Security and Privacy Liability.**

G. In the event that this Coverage Form is accompanied by an application, then only Paragraphs **B.** – **E.**, of this Section **V. LIMIT OF LIABILITY AND COVERAGE** apply and limits of liability shall be as follows:

1. The Aggregate Limit of Liability shall include all items as set forth in the Declarations and Paragraph **A.**, except "public relations and crisis management expenses".
2. The Regulatory Defense and Penalties sublimit of liability stated in the Declarations is the aggregate sublimit of liability payable under Section **I. INSURING AGREEMENTS, C. Regulatory Defense and Penalties** of this Coverage Form and is part of and not in addition to the Aggregate Limit of Liability.
3. The PCI Fines, Expenses, and Costs sublimit of liability stated in the Declarations is the aggregate sublimit of liability payable under Section **I. INSURING AGREEMENTS, E. PCI Fines, Expenses, and Costs** of this Coverage Form and is part of and not in addition to the Aggregate Limit of Liability.
4. The Cyber Extortion sublimit of liability stated in the Declarations is the sublimit of liability payable under Section **I. INSURING AGREEMENTS, F. Cyber Extortion** of this Coverage Form and is part of and not in addition to the Aggregate Limit of Liability.
5. The First Party Data Protection sublimit of liability stated in the Declarations is the sublimit of liability payable under Section **I. INSURING AGREEMENTS, G. First Party Data Protection** of this Coverage Form and is part of and not in addition to the Aggregate Limit of Liability.
6. The First Party Network Business Interruption sublimit of liability stated in the Declarations is the sublimit of liability payable under Section **I. INSURING AGREEMENTS, H. First Party Network Business Interruption** of this Coverage Form and is part of and not in addition to the Aggregate Limit of Liability.
7. There shall be a separate aggregate limit of coverage as stated in the Declarations for "computer expert services", "legal services, and "public relations and crisis management expenses". The aggregate limit stated in the Declarations is the aggregate limit of coverage for all "computer expert services", "legal services" and "public relations and crisis management expenses" combined.

VI. RETENTION

A. The retention(s) set forth in the Declarations apply(ies) separately to each incident, event or related incidents or events, giving rise to a "claim". The retention(s) shall be satisfied by monetary payments by the "named insured" of "damages", "claims expenses", "penalties" "public relations and crisis management", "cyber extortion loss", "data protection loss", "business interruption loss", or "PCI Fines, Expenses and Costs".

B. For all "notification services", "call center services" and "breach resolution and mitigation services" for each incident, the notified individuals sublimit set forth in the Declarations applies separately to each incident, event or related incidents or events, giving rise to an obligation to provide such services.

C. With respect to Section **I. INSURING AGREEMENTS, H. First Party Network Business Interruption**, the retention set forth in the Declarations applies separately to each "security breach". The "retention" shall be satisfied by covered "business interruption loss" retained by the "insured organization". The "retention" for Section **I. INSURING AGREEMENTS, H. First Party Network Business Interruption**, shall be as follows:

4733 1. with respect to covered "business interruption loss", the "retention" shall be the greater of:

a. the retention amount set forth in the Declarations; or

b. the amount of "business interruption loss" during the "waiting period";

D. Satisfaction of the applicable retention is a condition precedent to our payment of any amounts hereunder, and we shall be liable only for the amounts in excess of such retention subject to our total liability not exceeding the Aggregate Limit of Liability. The "named insured" shall be responsible for all payments within the retention and shall make all such payments directly to the other parties designated by us.

VII. EXTENSION PERIODS

A. Automatic Extension Period

We will provide a 14 day "automatic extension period" in the event of termination of this Coverage Form for any reason except the non-payment of premium. The "automatic extension period" does not apply to Section **I. INSURING AGREEMENTS, B. Privacy Breach Response Services, F. Cyber Extortion, G. First Party Data Protection** and **H. First Party Network Business Interruption.**

B. Optional Extension Period

1. In the event of the termination of this Coverage Form for any reason except the non-payment of premium, you have the right to purchase an endorsement providing an "optional extension period" of 12 or 24 months for "claims" first made against any "insured" and reported to us during the "optional extension period". You must submit a written request for the "optional extension period" to us within 30 days of the termination of this Coverage Form. Payment of the full additional premium for the "optional extension period" endorsement is due within 30 days of the termination of this Coverage Form. If notice of election and payment for the "optional extension period" is not given to us within such 30 day period, there shall be no right to purchase the "optional extension period".

2. The Limit of Liability for the "optional extension period" shall be part of, and not in addition to, the applicable Limit of Liability for the "policy period". The purchase of the "optional extension period" does not in any way increase the Aggregate Limit of Liability or any sublimit of liability. The "optional extension period" does not extend the "policy period" or change the scope of the coverage provided. The "optional extension period" only extends the "claims" reporting period. A "claim" first made against any "insured" and reported to us during the "optional extension period" will be deemed to have been made on the last day of the "policy period" provided that the "claim" is for any act, error, or omission committed on or after the "retroactive date" and before the end of the "policy period".

3. The additional premium for a 12 month "optional extension period" will be 100% of the premium charged for the last "policy period". The additional premium for a 24 month "optional extension period" will be 200% of the premium charged for the last "policy period". At the commencement of the "optional extension period" the entire premium shall be deemed earned, and in the event the "named insured" terminates the "optional extension period" for any reason prior to its natural expiration; we will not be liable to return any premium paid for the "optional extension period".

4. The right to purchase an "optional extension period" shall not be available to you if the premium for the policy to which this coverage form is attached has not been paid in full, or if we have cancelled or not renewed it due to non-payment of premium or your failure to pay amounts in excess of the applicable limit of liability or within the amount of the retention. The "optional extension period" does not apply to Section **I. INSURING AGREEMENTS, B. Privacy Breach Response Services, F. Cyber Extortion, G. First Party Data Protection** and **H. First Party Network Business Interruption.**

VIII. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

A. If any "claim" is made against the "insured" the "insured" shall forward as soon as practicable to us written notice of such "claim" in the form of a facsimile, email, through our web or mobile app portals, or express or certified mail together with every demand, notice, summons or other process received by the "insured" or the "insured's" representative.

B. With respect to Section **I. INSURING AGREEMENTS, B. Privacy Breach Response Services**, for a legal obligation to comply with a "breach notice law" because of an incident described in Paragraph **1.** or **2.** of Section **I. INSURING AGREEMENTS, A. Information Security And Privacy Liability**, such incident or reasonably suspected incident must be reported as soon as practicable during the "policy period" after discovery by the "insured".

4734 **C.** If during the "policy period", the "insured" becomes aware of any circumstance that could reasonably be the basis for a "claim" it may give written notice to us in the form of a facsimile, through our web or mobile app portals, email or express or certified mail as soon as practicable during the "policy period". Such a notice must include:

1. The specific details of the act, error, omission, or "security breach" that could reasonably be the basis for a "claim";

2. The injury or damage which may result or has resulted from the circumstance; and

3. The facts by which the "insured" first became aware of the act, error, omission or "security breach".

Any subsequent "claim" made against the "insured" arising out of such circumstance which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to us.

An incident or reasonably suspected incident reported to us during the "policy period" and in conformance with Paragraph **B.** of Section **VIII. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** shall also constitute notice of a circumstance under this Paragraph **C.**

D. A "claim" or legal obligation under Paragraphs **A.** or **B.** of Section **VIII. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** shall be considered to be reported to us when written notice is first received by us in the form of a facsimile, email, through our web or mobile app portals, or express or certified mail or email of the "claim" or legal obligation, or of an act, error, or omission, which could reasonably be expected to give rise to a "claim" if provided in compliance with Paragraph **C.** of Section **VIII. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM.**

E. With respect to Section **I. INSURING AGREEMENTS, H. Business Interruption Loss**, the "insured" shall forward immediately to us, written notice of the interruption or suspension of "computer systems" to which this Coverage Form applies in the form of a facsimile, email, through our web or mobile app portals or express mail. Such notice must be provided during the "policy period", or no later than ten days after the end of the "policy period" for interruptions or suspensions occurring within ten days of the end of the "policy period"; provided, all covered "business interruption loss" must be reported to us (in accordance with Section **XIII. Proof of Loss and Appraisal**) no later than six (6) months after the end of the "policy period".

IX. OTHER INSURANCE

The insurance under this Coverage Form shall apply in excess of any other valid and collectible insurance available to any "insured", including any self-insured retention or deductible portion thereof unless such other insurance is written only as specific excess insurance over the Aggregate Limit of Liability or any other applicable Limit of Liability of this Coverage Form.

X. NAMED INSURED AS AGENT

The "named insured" shall be considered the agent of all "insureds" and shall act on behalf of all "insureds" with respect to the giving of or receipt of all notices pertaining to this Coverage Form and the acceptance of any endorsements to this Coverage Form. With respect to Section **I. INSURING AGREEMENT F. Cyber Extortion**, in the event of an "extortion threat" to which this insurance applies, the "insured" shall notify us by calling the phone number for the Cyber Extortion Threat hotline shown in the Declarations immediately upon receipt of any "extortion threat", and shall thereafter also provide written notice by facsimile, email, through our web or mobile app portals, or express mail within five days following the "extortion threat".

XI. DEFINITIONS

A. The following definitions apply to the provisions of this coverage form:

1. "Automatic extension period" means the period described in Section **VII. EXTENSION PERIODS**, Paragraph **A. Automatic Extension Period**, wherein this Coverage Form provides extra days after the end of this "policy period" for an "insured" to report a "claim" that occurred during the "policy period".

2. "Breach notice law" means any statute or regulation that requires notice to persons whose "personally identifiable information" was accessed or reasonably may have been accessed by an unauthorized person.

3. "Breach resolution and mitigation services" means a credit monitoring, identity monitoring or other solution selected from the products listed in "information pack" and offered to "notified individuals". The product offered to "notified individuals" will be selected by us in consultation with the "insured organization" and in

4735 accordance with the "information pack".

The product offer will be included in the communication provided pursuant to Paragraph **3.** of Section **I. INSURING AGREEMENTS, B. Privacy Breach Response Services.**

4. "Business interruption loss" means the total of:

   a. "Income loss" and "extra expense" during the "period of restoration"; and

   b. "Extended income loss" if the "income loss" during the "period of restoration" is in excess of the applicable retention.

   Provided that "business interruption loss" shall not mean and Section **I. INSURING AGREEMENTS, H. Business Interruption Loss** shall not cover any of the following: "loss" arising out of any liability to any third party for whatever reason; legal costs or legal expenses of any type; "loss" incurred as a result of unfavorable business conditions, loss of market or any other consequential loss; or costs or expenses the "insured organization" incurs to identify and remove software program errors or vulnerabilities.

   All "business interruption loss" resulting from multiple covered interruptions or suspensions of "computer systems" that arise out of the same or a continuing "security breach", from related or repeated "security breaches", or from multiple "security breaches" resulting from a failure of "computer security" shall be deemed to be a single "business interruption loss"; provided, however, that a separate "waiting period" shall apply to each "period of restoration".

5. "Call center services" means the provision of a call center to answer calls during standard business hours for a period of 90 days following notification (or longer if required by applicable law or regulation) of an incident for which notice is provided pursuant to Paragraph **3.** of Section **I. INSURING AGREEMENTS, B. Privacy Breach Response Services** (Notification Services).

   "Call center services" will be provided by a service provider selected by us in consultation with the "insured organization" from the list of service providers in the "information packet".

6. "Claim" means:

   a. A written demand received by any "insured" for money or services; including service of a suit or institution of regulatory or arbitration proceedings;

   b. With respect to coverage provided under Section **I. INSURING AGREEMENTS, C. Regulatory Defense And Penalties** only, institution of a "regulatory proceeding" against any "insured";

   c. A written request or agreement to toll or waive a statute of limitations relating to a potential "claim" described in Paragraph **1.** above; and

   d. With respect to coverage provided under Paragraph **1.** of Section **I. INSURING AGREEMENTS, A. Information Security And Privacy Liability** only, a demand received by any "insured" to fulfill the "insured organization's" contractual obligation to provide notice of an incident (or reasonably suspected incident) described in Paragraph **1.** of Section **I. INSURING AGREEMENTS, A. Information Security And Privacy Liability** pursuant to a "breach notice law".

   Multiple "claims" arising from the same or a series of related or repeated acts, errors, or omissions, or from any continuing acts, errors, omissions, or from multiple "security breaches" arising from a failure of "computer security", shall be considered a single "claim" for the purposes of this Coverage Form, irrespective of the number of claimants or "insureds" involved in the "claim". All such "claims" shall be deemed to have been made at the time of the first such "claim".

7. "Claims expenses" means:

   a. Reasonable and necessary fees charged by an attorney designated pursuant to Paragraph **A.** of Section **II. DEFENSE AND SETTLEMENT OF CLAIMS**;

   b. All other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a "claim", suit, or proceeding arising in connection therewith, or circumstance which might lead to a "claim", if incurred by us, or by the "insured" with the prior written consent of us; and

   c. The premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any "claim" against an "insured" provided that we shall have no obligation to appeal or to obtain bonds.

4736 "Claims expenses" do not include any salary, overhead, or other charges by the "insured" for any time spent in cooperating in the defense and investigation of any "claim" or circumstance that might lead to a "claim" notified under this Coverage Form, or costs to comply with any regulatory orders, settlements or judgments.

8. "Computer expert services" means costs for:

   a. A computer security expert to determine the existence and cause of an actual or suspected electronic data breach which may require the "insured organization" to comply with a "breach notice law" and to determine the extent to which such information was accessed by an unauthorized person or persons;

   b. A Payment Card Industry (PCI) Forensic Investigator that is approved by the PCI Security Standards Council and is retained by the "insured organization" in order to comply with the terms of a "merchant services agreement" to investigate the existence and extent of an actual or suspect compromise or credit card data; and within our discretion, where a computer security expert described in Paragraph **8.a.** above has not been retained, for a computer security expert to provide advice and oversight in connection with the investigation conducted by the PCI Forensic Investigator; and

   c. A computer security expert which amount is part of and not in addition to the combined aggregate limit of coverage for all "computer expert services", "legal services", and "public relations and crisis management expenses" stated in the Declarations to demonstrate the "insureds" ability to prevent a future electronic data breach as required by a "merchant services agreement".

   "Computer expert services" will be provided in accordance with the terms and conditions set forth in this Coverage Form and will be provided by a service provider selected by the "insured organization" in consultation with us from the list of service providers in the "information packet".

9. "Computer security" means software, computer or network hardware devices, as well as the "insured organization's" written information security policies and procedures, the function or purpose of which is to prevent "unauthorized access or use", a denial of service attack against "computer systems", infection of "computer systems" by malicious code or transmission of malicious code from "computer systems". "Computer security" includes anti-virus and intrusion detection software, firewalls and electronic systems that provide access control to "computer systems" through the use of passwords, biometric or similar identification of authorized users.

10. "Computer systems" means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:

    a. Operated by and either owned by or leased to the "insured organization"; or

    b. With respect to Section **I. INSURING AGREEMENTS A. – G.**, systems operated by a third party service provider and used for the purpose of providing hosted computer application services to the "insured organization" or for processing, maintaining, hosting or storing the "insured organization's" electronic data, pursuant to written contract with the "insured organization" for such services.

11. "Continuity date" means the date stated in the Declarations that coverage was first written with respect to the "named insured" and any "subsidiaries" acquired before such date. Any litigation initiated before this date is not subject to coverage under this Coverage Form even if the allegations were not part of a potentially covered claim.

12. "Control group" means the individuals holding the following positions in the "insured organization":

    a. President;

    b. Members of the Board of Directors;

    c. Executive Officers, including the Chief Executive Office, Chief Operating Officer, and Chief Financial Officer; General Counsel, Chief Information Officer, Chief Security Officer, Chief Privacy Officer;

    d. Staff attorneys employed by the "insured organization";

    e. Manager of a limited liability company; and

    f. Any individual in a substantially similar position or which substantially similar responsibilities as those referenced above.

13. "Cyber extortion loss" means:

    a. Any "extortion payment" that has been made under duress by or on behalf of the "insured" with our prior

4737 written consent, but solely to prevent or terminate an "extortion threat" and in an amount that does not exceed the covered "damages" and "claims expenses" that would have been incurred had the "extortion payment' not been paid;

b. An otherwise covered "extortion payment" that is lost in transit by actual destruction, disappearance or wrongful abstraction while being conveyed by any person authorized by or on behalf of the "insured" to make such conveyance; and

c. Fees and expenses paid by or on behalf of the "insured" for security consultants retained with our prior written approval, but solely to prevent or terminate an "extortion threat".

14. "Damages" means a monetary judgment, award or settlement; provided that the term "damages" shall not include or mean:

a. Future profits, restitution, disgorgement of unjust enrichment or profits by an "insured", or the costs of complying with orders granting injunctive or equitable relief;

b. Return or offset of fees, charges, or commissions charged by or owed to an "insured" for goods or services already provided or contracted to be provided;

c. Any damages which are a multiple of compensatory damages, fines, taxes or loss of tax benefits, sanctions or penalties;

d. Punitive or exemplary damages, unless insurable by law in any applicable venue that most favors coverage for such punitive or exemplary damages;

e. Discounts, coupons, prizes, awards or other incentives offered to the "insured's" customers or clients;

f. Liquidated damages to the extent that such damages exceed the amount for which the "insured" would have been liable in the absence of such liquidated damages agreement; or

g. Any amounts for which the "insured" is not liable, or for which there is no legal recourse against the "insured".

15. "Data asset" means any software or electronic data that exists in "computer systems" and that is subject to regular back up procedures, including computer programs, applications, account information, customer information, private or personal information, marketing information, financial information and any other information maintained by the "insured organization" in its ordinary course of business.

16. "Data protection loss" means:

a. With respect to any "data asset" that is altered, corrupted, destroyed, deleted or damaged the actual, reasonable and necessary costs and expenses incurred by the "insured" to restore a "data asset" from back-ups or from originals or to gather, assemble and recollect such "data asset" from other sources to the level or condition in which it existed immediately prior to its alteration, corruption, destruction, deletion or damage; or

b. With respect to any "data asset" that the "insured" is unable to access, the lesser of the actual, reasonable and necessary costs and expenses incurred by the "insured organization" to:

(1) Regain access to such "data asset"; or

(2) Restore such "data asset" from back-ups or originals or gather, assemble and recollect such "data asset" from other sources, to the level or condition in which it existed immediately prior to the "insured's" inability to access it.

Provided that if such "data asset" cannot reasonably be accessed, restored, gathered, assembled or recollected, then "data protection loss" means the actual, reasonable and necessary costs and expenses incurred by the "insured" to reach this determination.

Provided further that "data protection loss" shall not exceed, and shall not mean, any amount in excess of the amount by which the net profit before income taxes of the "insured" would have decreased had the "insured" failed to restore, gather, assemble or recollect as set forth in sub-paragraphs **16.a.** and **16.b.** above.

A "data protection loss" will be deemed to occur at the time such alteration, corruption, destruction, deletion or damage to or inability to access a "data asset" is first discovered by the "insured". All "data protection loss" that arises out of the same or a continuing "security breach", from related or repeated "security breaches", or from multiple "security breaches" resulting from a failure of "computer security" shall be deemed to be a single "data protection loss".

4738 "Data protection loss" shall not mean, and there shall be no coverage under Section **I. INSURING AGREEMENTS, G. First Party Data Protection** for:

a. Costs or expenses incurred by the "insured" to identify or remediate software program errors or vulnerabilities or update, replace, restore, gather, assemble, reproduce, recollect or enhance a "data asset" or "computer systems" to a level beyond that which existed prior to the alteration, corruption, destruction, deletion or damage of such "data asset";

b. Costs or expenses to research or develop any "data asset", including but not limited to trade secrets or other proprietary information;

c. The monetary value of profits, royalties, or lost market share related to a "data asset", including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of the "data asset";

d. Loss arising out of any liability to any third party for whatever reason; or

e. Legal costs or legal expenses of any type.

17. "Denial of service attack" means an attack intended by the perpetrator to overwhelm the capacity of a "computer system" by sending an excessive volume of electronic data to such "computer system" in order to prevent authorized access to such "computer system".

18. "Extended income loss" means the "income loss" during the "extended interruption period".

19. "Extended interruption period" means the period of time that:

a. Begins on the date and time that the "period of restoration" ends; and

b. Terminates on the date and time the "insured" restores, or would have restored if the "insured" had exercised due diligence and dispatch, the net profit before income taxes that would have been earned by the "insured" directly through its business operations had the actual and necessary interruption or suspension of "computer systems" not occurred;

Provided that in no event shall the "extended interruption period" mean more than or exceed 30 days.

20. "Extortion payment" means cash, marketable goods or services demanded to prevent or terminate an "extortion threat".

21. "Extortion threat" means a threat to breach "computer security" in order to:

a. Alter, destroy, damage, delete or corrupt any "data asset";

b. Prevent access to "computer systems" or a "data asset", including a "denial of service attack" or encrypting a "data asset" and withholding the decryption key for such "data asset";

c. Perpetrate a theft or misuse of a "data asset" on "computer systems" through external access;

d. Introduce "malicious code" into "computer systems" or to third party computers and systems from "computer systems"; or

e. Interrupt or suspend "computer systems";

unless an "extortion payment" is received from or on behalf of the "insured".

Multiple related or continuing "extortion threats" shall be considered a single "extortion threat" for purposes of this insurance and shall be deemed to have occurred at the time of the first such "extortion threat".

22. "Extra expense" means:

a. Reasonable and necessary expenses that are incurred by the "insured" during the "period of restoration" to minimize, reduce or avoid an "income loss", provided that such expenses:

(1) Are over and above those the "insured" would have incurred had no interruption or suspension of the "computer systems" occurred; and

(2) Do not exceed the amount by which the "income loss" in excess of the retention and covered under this insurance is thereby reduced; and

b. "Forensic expenses";

4739 provided that "extra expense" shall not mean, and there shall be no coverage under Section **I. INSURING AGREEMENTS, H. Business Interruption Loss** for expenses incurred by the "insured" to update, upgrade, enhance or replace "computer systems" to a level beyond that which existed prior to the actual and necessary interruption or suspension of "computer systems"; or the costs and expenses incurred by the "insured" to restore, reproduce, or regain access to any "data asset" that was altered, corrupted, destroyed, deleted, damaged or rendered inaccessible as a result of the failure of "computer security" to prevent a "security breach".

23. "Forensic expenses" means reasonable and necessary expenses incurred by the "insured" to investigate the source or cause of the failure of "computer security" to prevent a "security breach".

24. "Income loss" means:

a. The net profit before income taxes that the "insured" is prevented from earning through its business operations or the net loss before income taxes that the "insured" is unable to avoid through its business operations as a direct result of the actual and necessary interruption or suspension of "computer systems"; and

b. Fixed operating expenses incurred by the "insured" (including payroll), but only to the extent that a. such operating expenses must necessarily continue during the "period of restoration" (or Extended Interruption Period, if applicable); and b. such expenses would have been incurred by the "insured" had such interruption or suspension not occurred.

"Income loss" shall be reduced to the extent the "insured" (if applicable) is able, with reasonable dispatch and due diligence, to reduce or limit such interruption or suspension of "computer systems" or conduct its business operations by other means.

In determining "income loss", due consideration shall be given to the prior experience of the "Insured's" business operations before the beginning of the "period of restoration" and to the probable business operations the "insured organization" could have performed had no actual and necessary interruption or suspension occurred as result of a failure of "computer security" to prevent a "security breach".

"Income loss" will be calculated on an hourly basis based on the "insured's" net profit (or loss) and fixed operating expenses as set forth above.

25. "Information packet" means the information packet that includes a list of service providers who provide "privacy breach response services."

26. "Insured organization" means the "named insured" and any "subsidiaries" of the "named insured".

27. "Legal services" means fees charged by an attorney:

a. To determine the applicability of and actions necessary for the "insured organization" to comply with "breach notice laws" due to an actual or reasonably suspected theft, loss or "unauthorized disclosure" of "personally identifiable information";

b. To provide necessary legal advice to the "insured organization" in responding to actual or suspected theft, loss or "unauthorized disclosure" of "personally identifiable information"; and

c. To advise the "insured organization" in responding to credit card system operating regulation requirements for any actual or suspected compromise of credit card data that is required to be reported to the "insured organization's" merchant bank under the terms of a "merchant services agreement", but "legal services" does not include fees incurred in any actual or threatened legal proceeding, arbitration or mediation, or any advice in responding to credit card system operating regulation in connection with an assessment of "PCI Fines, Expenses, and Costs".

"Legal services" will be provided in accordance with the terms and conditions set forth in this Coverage Form and will be provided by an attorney selected by the "insured organization" in consultation with us, from the list of attorneys in the "information packet".

28. "Loss" means:

a. "Business Interruption Loss";

b. "Damages";

c. "Claims Expenses";

4740 d. "Cyber Extortion Loss";

e. "Data Protection Loss"

f. "Public Relations and Crisis Management Expenses";

g. "Penalties";

h. "PCI Fines, Expenses and Costs"; and

i. "Privacy Breach Response Services".

29. "Malicious code" means any virus, Trojan horse, worm or any other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.

30. "Management control" means:

a. Owning, directly or indirectly, more than fifty percent (50%) of the outstanding securities, representing the present right to vote for the election of an entity's directors, members of the board of managers, management committee members or persons serving in a functionally equivalent role for such an entity operating or organization outside of the United States; or

b. Having the right, pursuant to a written contract or the bylaws, charter, operating agreement or similar documents of an entity to elect, appoint or designate a majority of:

(1) The Board of Directors of a corporation;

(2) The Management Committee of a joint venture or partnership;

(3) The Management Board of a Limited Liability Company; or

(4) Persons serving in a functionally equivalent role for such an entity operating or organized outside of the United States.

31. "Media material" means any information in electronic form, including words, sounds, numbers, images, or graphics and shall include advertising, video, streaming content, web-casting, online forum, bulletin board and chat room content, but does not mean computer software or the actual goods, products or services described, illustrated or displayed in such "media material".

32. "Merchant services agreement" means any agreement between an "insured" and a financial institution, credit/debit company, credit/debit card processor or independent service operator enabling an "insured" to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.

33. "Notification services" means:

1. Notification by first class mail or e-mail to United States or Canadian residents; and

2. Notification by first class mail or e-mail to individuals residing outside the United States or Canada, but only to the extent reasonably practicable.

"Notification services" will be provided by a service provider selected by us in consultation with the "insured organization" from the list of service providers in the "information packet".

34. "Notified individual" means an individual person to whom notice is given or attempted to be given under Paragraph **3.** of Section **I.B. Privacy Breach Response Services** pursuant to a "breach notice law" as defined in Paragraph **A.2.** of Section **XI. DEFINITIONS.**

35. "Optional extension period" means period of time described in Section **VII. EXTENSION PERIODS**, Paragraph **B. Optional Extension Period**, wherein this Coverage Form provides extra days after the end of the "policy period" for an "insured" to report a "claim" that occurred during the "policy period".

36. "PCI Fines, Expenses and Costs" means the direct monetary fines, penalties, reimbursements, fraud recoveries or assessments owed by the "insured organization" under the terms of a "merchant services agreement", but only where such fines, penalties, reimbursements, fraud recoveries or assessments result both from the "insured organization's" actual or alleged noncompliance with published Payment Card Industry (PCI) Data Security Standards and from a data breach caused by an incident (or reasonably suspected incident) described in Paragraphs **1.** and **2.** of Section **I.A. Information Security And Privacy Liability**; provided, that the term "PCI Fines, Expenses and Costs" shall not include, or mean any charge backs,

interchangeable fees, discount fees or prospective service fees.

4741 **37.** "Penalties" means:

a. Any civil fine or punitive sum of money payable to a governmental entity that was imposed in a "regulatory proceeding" by the Federal Trade Commission, Federal Communications Commission, or any other federal, state, local or foreign governmental entity, in such entity's regulatory or official capacity; the insurability of "penalties" shall be in accordance with the law in the applicable venue that most favors coverage for such "penalties"; and

b. Amounts which the "insured" is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a "regulatory proceeding"; but shall not include payments to charitable organizations or disposition of such funds other than for payment of consumer claims for losses caused by an event covered pursuant to Paragraphs **1.**, **2.**, or **3.** of Section **I.A. Information Security And Privacy Liability**;

"Penalties" does not mean:

a. Costs to remediate or improve "computer systems";

b. Costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies;

c. Audit, assessment, compliance or reporting costs; or

d. Costs to protect the confidentiality, integrity and/or security of "personally identifiable information" from theft, loss or disclosure.

38. "Period of restoration" means the time period that:

a. Begins on the specific date and time that the actual and necessary interruption or suspension of "computer systems" first occurred; and

b. Ends on the specific date and time that the actual and necessary interruption or suspension of "computer systems" ends, or would have ended had the "insured" acted with due diligence and dispatch;

Provided that in no event shall the "period of restoration" mean more than or exceed 30 days; and provided further that restoration of "computer systems" will not end the "period of restoration" if such systems are actually and necessarily interrupted or suspended again within one hour of such restoration due to the same cause as the original interruption or suspension.

39. "Personally identifiable information" means:

a. Information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant the Act;

b. Medical or health care information concerning the individual, including protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to the Act;

c. Information concerning the individual that is defined as private personal information under statutes enacted to protect such information in foreign countries, for "claims" subject to the law of such jurisdiction;

d. Information concerning the individual that is defined as private personal information under a "breach notice law";

e. Education records as defined by the Family Educational Rights and Privacy Act (FERPA), which are directly related to an individual's attendance as a student; or

f. The individual's drivers' license or state identification number, social security number, unpublished telephone number, and credit, debit, or other financial account numbers in combination with associated security codes, access codes, passwords or pins;

if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medial record information.

"Personally identifiable information" does not include publicly available information that is lawfully made available to the general public from government records

40. "Policy period" means the period of time between the inception date shown in the "declarations" and the

effective date of termination, expiration or cancellation of this insurance and specifically excludes any
4742 "optional extension period" or any prior policy period or renewal period.

41. "Privacy breach response services" means the services and coverage provided by Section **I.B. Privacy Breach Response Services.**

42. "Privacy law" means a federal, state or foreign statute or regulation requiring the "insured organization" to protect the confidentiality and/or security of "personally identifiable information".

43. "Privacy policy" means the "insured organization's" public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to "personally identifiable information".

44. "Public relations and crisis management expense" shall mean the following costs approved in advance by us, and which are directly related to mitigating harm to the "insured organization's" reputation or potential "loss" covered by this Coverage Form resulting from an incident described in Paragraphs **1.** and **2.** of Section **I.A. Information Security And Privacy Liability** or from a "public relations event":

    a. Costs incurred by a public relations or crisis management consultant;

    b. Costs for media purchasing or for printing or mailing materials intended to inform the general public about the incident, such costs to be limited to the amount noted in the Schedule or Declarations Page for Section **I.B. Privacy Breach Response Services**;

    c. For incidents or events in which notifications services are not otherwise provided pursuant to Section **I.A. Information Security And Privacy Liability** and **B. Privacy Breach Response Services**, costs to provide notifications and notices via e-mail or first class mail to customers where such notifications are not required by law (voluntary notifications), including non-affected customers of the "insured organization";

    d. Costs to provide government mandated public notices related to breach events (including such notifications required under HITECH);

    e. Costs to provide services to restore healthcare records of "notified individuals" residing in the United States whose "personally identifiable information" was compromised as a result of theft, loss or "unauthorized disclosure"; and

    f. Other costs approved in advance by us.

    "Public relations and crisis management expenses" must be incurred no later than 12 months following the reporting of such "claim" or breach event to us and, with respect to Paragraphs **a.** and **b.** above, within 90 days following the first publication of such "claim" or incident. If voluntary notifications are provided, e-mail notification will be provided in lieu of first class mail to the extent practicable.

45. "Public relations event" means the publication or imminent publication in a newspaper (or other general circulation print publication) or on radio, television or a publically accessible website of a covered "claim" under this Coverage Form.

46. "Regulatory proceeding" means a request for information, civil investigative demand or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding.

47. "Related party" means the "insured organization" and any past, present or future employees, directors, officers, managers of a limited liability company, partners or natural person independent contractors of the "insured organization".

48. "Retroactive date" means the date set forth in the Declarations.

49. "Security breach" means:

    a. "Unauthorized access or use" of "computer systems", including "unauthorized access or use" resulting from the theft of a password from a "computer system" or from any "insured";

    b. A denial or service attack against "computer systems" or "computer systems" that are not owned, operated or controlled by an "insured"; or

    c. Infection of "computer systems" by malicious code or transmission of malicious code from "computer systems".

4743 A series of continuing "security breaches", related or repeated "security breaches", or multiple "security breaches" resulting from a continuing failure of "computer security" shall be considered a single "security breach" and be deemed to have occurred at the time of the first such "security breach".

50. "Subsidiary" means any corporation, limited liability company, joint venture or partnership while the "named insured" has "management control" over such entity, if the "named insured":

a. had "management control" over such entity on the inception date of this Coverage Form or such entity was an "insured" under a policy issued by the Underwriters of which this Coverage Form is a renewal; or

b. acquires "management control" after the inception date of this Coverage Form;

provided that this Coverage Form only provides coverage for acts, errors, omissions, incidents or events that take place while the "named insured" has "management control" over such entity.

51. "Third party information" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Coverage Form which is not available to the general public and is provided to the "insured" subject to a mutually executed written confidentiality agreement or which the "insured organization" is legally required to maintain in confidence; however, "third party information" shall not include "personally identifiable information".

52. "Unauthorized access or use" means the gaining of access to or use of "computer systems" by an unauthorized person or persons or the use of "computer systems" in an unauthorized manner".

53. "Unauthorized disclosure" means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the "insured organization" and is without knowledge of, consent, or acquiescence of any member of the "control group".

54. "Waiting period" means the period of time beginning when the "period of restoration" begins and expiring after the lapse of the number of hours set forth in the Declarations. A "waiting period" shall apply to each "period of restoration".

XII. CONDITIONS APPLICABLE TO PRIVACY BREACH RESPONSE SERVICES AND COVERAGE

A. With respect to Section **I.H. First Party Network Business Interruption**, the "insured" must forward written notice by express mail, email, through our web or mobile app portals, or facsimile to us immediately upon discovery of alteration, corruption, destruction, deletion or damage to or inability to access a "data asset" to which this insurance applies. All covered "data protection loss" must be discovered and reported (in accordance with Section **XIII. PROOF AND APPRAISAL OF LOSS** below) to us no later than six months after the end of the "policy period".

B. **Insuring Agreements A., C., D., G.** and **H.** only apply if:

1. The "insured organization" initiates the notification services described in Paragraph **3.** Section **I.B. Privacy Breach Response Services** as soon as practicable after the "insured's" discovery of the "claim";
2. The "claim" is made against the "insured" no later than two years after the "insured organization" initiates the notification services described in Paragraph **3.** Section **I.B. Privacy Breach Response Services**; and
3. The "insured" reports the "claim" to us in writing as soon as practicable.

XIII. PROOF AND APPRAISAL OF LOSS

A. **Proof of Loss.** With respect to Section **I.G. First Party Data Protection** and **I.H. First Party Network Business Interruption**, before coverage will apply, the "named insured" must:

1. Prepare and submit to us a written and detailed proof of loss sworn by an officer of the "named insured" within 90 days after the "insured" discovers a "data protection loss" or the "insured organization" sustains a "business interruption loss" (as applicable), but in no event later than six months following the end of the "policy period" (unless such period has been extended by our written consent). Such proof of loss shall include a narrative with full particulars of such "data protection loss" or "business interruption loss", including, the time, place and cause of the "data protection loss" or "business interruption loss", a detailed calculation of any "data protection loss" or "business interruption loss", the "insured organization's" interest and the interest of all others in the property, the sound value thereof and the amount of "data protection loss" or "business interruption loss" or damage thereto and all other insurance thereon; and
2. Upon our request, submit to an examination under oath and provide copies of the underlying documents, data

4744 and materials that reasonably relate to or are part of the basis of the claim for such "data protection loss" or "business interruption loss".

The costs and expenses of preparing and submitting a proof of loss, and establishing or proving "data protection loss", "business interruption loss" or any other "loss" under this insurance shall be the "insured's" obligation, and are not covered under this insurance.

B. **Appraisal of Loss.** If we do not agree with the "named insured" on the amount of a "loss", each party shall select and pay a qualified and disinterested appraiser or other qualified expert (the "Appraiser") to state the amount of the "loss" or reasonable expenses, and the Appraisers shall choose an umpire. If the Appraisers cannot agree on an umpire, the "named insured" or we may request a judge of a court having jurisdiction to make the selection. Each Appraiser shall submit the amount of the "loss" or reasonable expenses to the umpire, and agreement by the umpire and at least one of the Appraisers as to the amount of a "loss" shall be binding on all Insureds and us. The "named insured" and we will equally share the costs of the umpire and any other costs other than the cost of the Appraisers. This provision shall govern only the appraisal of the amount of a "loss", and shall not control the determination of whether such "loss" is otherwise covered by this insurance. We will still retain and do not waive our rights to deny coverage or enforce any obligation under this insurance.

XIV. RECOVERED PROPERTY

If the "insured" or we recover any property, money or "data assets" after a loss payment is made, the party making the recovery must give prompt notice of the recovery to the other party. If the recovered property is money or other funds, the recovery shall be applied first to any costs incurred by us in recovering the property, second to loss payments made by us, and third to any retention payment made by the "named insured". If property other than money or funds is recovered, then the "named insured" may keep the recovered property and return the loss payment, plus any costs of recovery incurred by us, or keep the loss payment less the costs of recovery incurred by us and transfer all rights in the property to us.

XV. OBLIGATIONS IN THE EVENT OF AN EXTORTION THREAT

A. Insured's Duty of Confidentiality

The "insured" shall use its best efforts at all times to ensure that knowledge regarding the existence of this insurance for "cyber extortion loss" afforded by this insurance is kept confidential. We may terminate the insurance provided by this Coverage Form for "cyber extortion loss" upon ten days written notice to the "named insured" if the existence of insurance for "cyber extortion loss" provided by this insurance becomes public knowledge or is revealed to a person making an "extortion threat" through no fault of ours.

B. Insured Organization's Obligation to Investigate Extortion Threat and Avoid or Limit Extortion Payment

Prior to the payment of any "extortion payment", the "insured" shall make every reasonable effort to determine that the "extortion threat" is not a hoax, or otherwise not credible. The "insured" shall take all steps reasonable and practical to avoid or limit the payment of an "extortion payment".

C. Conditions Precedent

As conditions precedent to this insurance for "cyber extortion loss" under the terms of this insurance:

1. Named Insured's Obligation to Demonstrate Duress

The "insured" must be able to demonstrate that the "extortion payment" was surrendered under duress.

2. Notification of Police

The "insured" shall allow us or their representative to notify the police or other responsible law enforcement authorities of any "extortion threat".

XVI. CANCELLATION

A. The "named insured" may only cancel this Coverage Form by mailing to the Company written notice stating when, not less than 30 days thereafter, such cancellation shall be effective.

B. The Company may cancel this Coverage Form for any reason, except non-payment of premium, by mailing or delivering to "named insured" at the address shown in the Declarations, written notice stating when, not less than 30 days thereafter, such cancellation shall be effective. The Company may cancel this Coverage Form for non-payment of premium, by mailing or delivering to the "named insured" at the address shown in the Declarations, written notice stating when, not less than ten days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation

4745 as stated in the notice shall become the end of the "Policy Period". Delivery of such written notice shall be equivalent to mailing.

C. If this Coverage Form is cancelled, the Company will send the "named insured" any unearned premium refund due. If the Company cancels, the refund will be pro rata. Refund premium adjustments may be made at the time cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

If the "named insured" cancels, the refund may be less than pro rata. The cancellation will be effective even if the Company has not made or offered a refund. However, premium shall be deemed fully earned if any "claim" under this Coverage Form is reported to the Company on or before the date of cancellation.

XVII. NONRENEWAL

If the Company decides not to renew this Coverage Form, the Company will mail or deliver to the first "named insured" shown in the Declarations, written notice of the non-renewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient notice of non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the:

CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE FORM

A. Section **XI.A. DEFINITIONS** is amended by adding the following:

55. "Termination of coverage" means, whether made by the Company or the "insured" at any time:

a. Cancellation or nonrenewal of this coverage form;

b. Advancement of any applicable retroactive date;

c. Renewal of this coverage form on other than a claims-made basis;

d. Exclusion of any existing coverage from this coverage form but not including changes in limits or retentions; or

e. Exclusion of any existing coverage from this coverage form upon renewal.

B. Section **VII. EXTENSION PERIODS** is amended by deleting Paragraphs **A. Automatic Extension Period** and **B. Optional Extension Period** and replacing them with the following:

A. Automatic Extension Period

With respect to a "claim" provided for under Insuring Agreements **I.A.**, **I.C.**, **I.D.**, **I.E.** or **I.F.**, or an incident that gives rise to coverage under Insuring Agreement **I.B.**, first made against an Insured during the "policy period", the Insured shall report such "claim" in accordance with Section **VIII. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** as soon as practicable, but in no event shall such notice be given more than 30 days after a "termination of coverage". This "automatic extension period" is automatically provided without additional charge.

B. Optional Extension Period

1. In the event of a "termination of coverage" the "named insured" designated in the Declarations shall have the right, in exchange for payment of an additional premium, to have issued an endorsement providing an "optional extension period" of 12 or 24 months for "claims" first made against any "insured" and reported to the Company during the "optional extension period", and arising out of any act, error or omission committed on or after the "retroactive date" and before any "termination of coverage" event takes place, subject to the conditions set forth herein. The "optional extension period" starts when the "automatic extension period" set forth in Paragraph **A.** above ends. In order for the "named insured" to invoke the "optional extension period" option, the payment of the additional premium for the "optional extension period" must be paid to the Company within 30 days of the effective date of the "termination of coverage". If notice of election of the "optional extension period" and full premium payment is not given to the Company within such 30 day period, there shall be no right to purchase the "optional extension period".

2. The Limit of Liability for the "optional extension period" shall be part of, and not in addition to, the Aggregate Limit of Liability for the "policy period" and the exercise of the "optional extension period" shall not in any way increase the Aggregate Limit of Liability. Provided that, the "named insured" has the right to purchase a 24 month "optional extension period" with the Aggregate Limit of Liability reinstated so that it is equal to the amount set forth in the Declarations. The "optional extension period" does not apply to Insuring Agreements **I.B.**, **I.G.** or **I.H.**

3. The right to the "optional extension period" shall not be available to the "named insured" where the premium for the policy to which this coverage form is attached has not been paid in full, or where cancellation or nonrenewal by the Company is due to nonpayment of premium, due to failure to comply with the terms and provisions of this coverage form, or for fraud.

4747 4. The additional premium for a 12 month "optional extension period" will be 100% of the premium charged for the last "Policy Period". The additional premium for a 24 month "optional extension period" will be 150% of the premium charged for the last "Policy Period". The additional premium for a 24 month "optional extension period" with the Aggregate Limit of Liability reinstated will be 200% of the premium charged for the last "Policy Period". Once that premium is paid, the "optional extension period" endorsement may not be cancelled by the Company, the entire premium shall be fully earned, and in the event the "named insured" terminates the "optional extension period" for any reason prior to its natural expiration, the Company will not be liable to return any premium paid for the "optional extension period".

5. If there is other insurance covering the same "claim" during the "optional extension period", the Company will only pay for the amount of covered "loss" in excess of the amount due from that other insurance, whether the "insured" can collect on it or not. However, the Company will not pay more than the applicable Limit of Liability.

C. Section **XVI. CANCELLATION** is amended as follows:

1. The second and third sentences of the first paragraph are deleted and replaced with the following:

   The Company may cancel this coverage form for nonpayment of premium by mailing to the "named insured" at the address shown in the Declarations, written notice stating when, not less than 15 days thereafter, such cancellation shall be effective, and for any other reason by providing a 45 day advance notice. If notice is mailed, it will be sent in accordance with Virginia law.

2. The third paragraph is deleted and replaced with the following:

   If the "named insured" cancels this coverage form, the earned premium shall be computed on a customary short rate basis. The customary short rate return premium shall be calculated by multiplying the pro rata unearned premium by 90%.

D. Section **XVII. NONRENEWAL** is deleted and replaced with the following:

XVII. RENEWAL CONDITIONS

1. Nonrenewal

If the Company decides not to renew this policy, the Company will mail or deliver a written notice of nonrenewal, stating the reason for nonrenewal, at least 15 days before the expiration date if the nonrenewal is due to nonpayment of premium, and at least 45 days before the expiration date if the nonrenewal is for any other reason.

The Company will mail or deliver the notice of nonrenewal to the first "named insured" at the address shown in the Declarations. If notice is mailed, it will be sent in accordance with Virginia law.

2. Conditional Renewal

If the Company offers to renew this coverage subject to an increase in premium of more than 25%, the Company will mail or deliver a written notice of the premium increase to the "named insured" at the address shown in the Declarations at least 45 days before the end of the "policy period". The notice will state the effective date of the renewal and premium increase, the specific reason for the increase and the amount of the increase, or that such information may be obtained from the agent or broker or the Company, and advise the "named insured" of its right to request in writing, within 15 days of receipt of the notice, that the Commissioner of Insurance review the Company's action.

Such notice of renewal with a premium increase shall not be required:

a. If the Company has not received within 45 days after mailing or delivery of a written demand to the "named insured" at the address shown in the Declarations, sufficient information from the "named insured" to provide the required notice;

b. If such notice is waived in writing by the "named insured";

c. If the Company mails or delivers to the "named insured" a renewal policy or a renewal offer not less than 45 days prior to the effective date of the policy; or

d. In such other cases in which notice in not required under Virginia law.

No such written notice of renewal with a premium increase shall be effective unless it is sent in accordance with Virginia law.

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E. The following conditions are added:

ACTION AGAINST THE COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all terms of this coverage form nor until the amount of the "insured's" obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the Company. Nothing contained herein shall give any person or organization any right to join the Company as a party to any "claim" against the "insured" to determine their liability, nor shall the Company be impleaded by the "insured" or its legal representatives in any "claim".

If execution on a judgment against the "insured" or its personal representatives is returned unsatisfied in an action brought to recover damages for a "claim" made against the "insured" during the "Policy Period", any person or organization or their legal representative who has secured such judgment shall be entitled to recover under this coverage form to the extent of the insurance provided by this coverage form.

BANKRUPTCY

Bankruptcy or insolvency of the "named insured" or the "named insured's" estate shall not relieve the Company of any of its obligations under this Coverage Form.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

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BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT PERIOD
D	PPS 08283378	16558785	F001635785-001-00001	ANNUAL

BRANCH GR GRAND RAPIDS

RENEWAL EFF 06/01/2017

FOREMOST INSURANCE GROUP

PRECISION PREMIER
INSTITUTIONAL PROGRAM
COMMERCIAL UMBRELLA DECLARATIONS

This coverage part consists of this declarations form and the coverage form and endorsements indicated as applicable on the forms list.

LIMITS OF INSURANCE	
GENERAL AGGREGATE LIMIT	$3,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE LIMIT	$3,000,000
EACH OCCURRENCE LIMIT	$3,000,000
RETAINED LIMIT (NOT COVERED BY UNDERLYING INSURANCE)	$0

SCHEDULE OF UNDERLYING INSURANCE

TYPE	CARRIER/POLICY NUMBER	POLICY PERIOD	LIMITS OF INSURANCE	
Commercial Automobile Liability	EXCLUDED			
Commercial General Liability	FOREMOST SIGNATURE INSURANCE COMPANY PPS 08283378	06/01/2017 06/01/2018	General Aggregate Limit	$2,000,000
			Products & Completed Operations Aggregate Limit	$2,000,000
			Personal and Advertising Injury Limit	$1,000,000
			Each Occurrence Limit	$1,000,000
Employers Liability	EXCLUDED		Bodily Injury Each Accident	
			Bodily Injury By Disease Policy Limit	
			Bodily Injury By Disease Each Employee	
AUTO LIABILITY HIRED & NON-OWNED	FOREMOST SIGNATURE INSURANCE COMPANY PPS 08283378	06/01/2017 06/01/2018	EACH OCCURRENCE	$1,000,000

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

This endorsement modifies insurance provided under the:

COMMERCIAL UMBRELLA POLICY

A. The following is added to Section **2. Exclusions:**

Access Or Disclosure Of Confidential Or Personal Information

1. This insurance does not apply to damages, including but not limited to, "bodily injury" or "property damage" arising out of:

   (a) 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

   (b) 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 **(a)** or **(b)** above.

   As used in this exclusion, electronic data means information, facts, recordings, images or programs stored as or on, 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.

2. This insurance does not apply to damages, including but not limited to, "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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

I. The following replacements are made to the titles in the TABLE OF CONTENTS:

A. In **SECTION 2. EXCLUSIONS** Advertising Injury, Personal Injury is replaced with Personal and Advertising Injury

B. In **SECTION 5. DEFINITIONS** Advertising Injury is replaced with Advertisement and Personal Injury is replaced with Personal and Advertising Injury.

II. The following replaces paragraphs A)2) and A)3) of **SECTION I. INSURING AGREEMENTS** , Item 1.01, **Coverage:**

A) 2) "Personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed during the POLICY PERIOD.

III. The following replaces Exclusion 2.01 **Advertising Injury, Personal Injury** :

2.01 **Personal and Advertising Injury**

A) "Personal and advertising injury":

1) Committed by, at the direction or with the consent or acquiescence of, the insured with the intention or expectation to inflict "personal and advertising injury";

2) Arising out of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

3) Arising out of publication of material whose first publication took place before the beginning of the POLICY PERIOD;

4) Arising out of a criminal act committed by or at the direction of any insured;

5) Arising out of a violation of an antitrust law;

6) 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; to injury arising out of false arrest, detention or imprisonment, malicious prosecution; or to 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; provided the contract or agreement is an "insured contract" and the injury is caused by an offense which occurs subsequent to the execution of the contract or agreement

7) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

8) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

9) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or

10) Committed by an insured whose business is:

a) Advertising, broadcasting, publishing or telecasting.

b) Designing or determining content of web-sites for others; or

4752 c) An Internet search, access, content or service provider.

However, this exclusion does not apply to paragraphs A), B) or C) of "personal and advertising injury" under **SECTION 5. DEFINITIONS.** For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

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.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan; or

13) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

IV. The following replaces paragraph A) of Item 2.02 **Aircraft** of **SECTION 2. EXCLUSIONS** :

A) Anyone while using or legally responsible for the use of any non-owned aircraft chartered with paid crew, by or on behalf of any insured provided the actual use is with your permission. For purposes of this paragraph, the owner, pilot or aircrew of any other person operating the aircraft is not an insured.

V. The following replaces the first paragraph of Item 2.03 **Aircraft Products:**

2.03 **Aircraft Products**

"Bodily injury", "property damage" or "personal and advertising injury" included in the "products-completed operations hazard" that arises out of any aircraft product designed or manufactured by you as an aircraft or for installation in any aircraft. This includes ground support or control equipment while used with aircraft.

VI. The following replaces paragraph A) of Item 2.04 **Asbestos:**

A) "Bodily injury", "property damage" or "personal and advertising injury" arising out of or relating in any way to asbestos;

VII. The following replaces the lead-in phrase of Item 2.06 **Discrimination, Humiliation:**

"Bodily injury" or "personal and advertising injury" arising out of discrimination or humiliation:

VIII. The following replaces Exclusion 2.09:

2.09 **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:

A) The use of reasonable and necessary force to protect oneself or other persons from physical injury.

B) The use of reasonable physical contact or other actions to maintain order and control.

C) The use of reasonable and necessary force to settle a disturbance or to remove a student from the scene of a disturbance which threatens "bodily injury" or "property damage".

D) The use of reasonable and necessary force to obtain possession of weapons or other dangerous objects, controlled substances or paraphernalia upon or within the control of a student.

IX. The following replaces the lead-in phrase of Item 2.10 **Fellow Employee Injury:**

Any "employee" as an insured with respect to "bodily injury" or "personal and advertising injury":

X. Paragraph A) of Exclusion 2.10 does not apply.

XI. Exclusion 2.13 **Pollution** is amended as follows:

A. The following replaces paragraph A) of Item 2.13 **Pollution:**

4753 A. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

1) 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, subparagraph 1) does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

2) 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;

3) Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

4) 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:

a) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
b) 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".

Subparagraphs A)1) and A)4)a), above, do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

B. The following replaces the lead-in phrase of paragraph C) of Item 2.13 **Pollution:**

C) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

C. The following replaces paragraph C)3)b) of Item 2.13 **Pollution:**

b) The "bodily injury", "property damage" or "personal and advertising injury" does not arise out of the operation of any equipment listed in paragraphs F)2) and F)3) of the definition of "mobile equipment".

XII. The following replaces Exclusion 2.18 **War** :

"Bodily injury", "property damage" or "personal and advertising injury" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

XIII. The following replaces paragraphs D) and E) of Item 3.03 of **SECTION 3. WHO IS AN INSURED** :

D) Your "employees", while acting within the scope of their duties as your "employees", except in connection with the ownership, maintenance, operation, use, "loading or unloading" of an "auto", other than one owned by, loaned to, or hired for use by you.

This exception does not apply to the extent your "employees" are covered as insureds under paragraph E) of Item 3.03.

E) Anyone is an insured while using, with your permission, any "auto" or watercraft owned, hired or borrowed by you except:

1) Someone engaged in the business of selling, servicing, repairing or parking or storing "autos" or watercraft unless you own or operate that business.

2) The owner of an "auto" or watercraft you hire or borrow including one of your "employees" or a member of the "employees" household.

XIV. The following is added to Item 3.03 of **SECTION 3. WHO IS AN INSURED** :

G) Anyone is an insured while using, with your permission, any non-owned aircraft chartered with paid crew by or on behalf of any insured.

XV. The following replaces Condition 4.03 **Bankruptcy** :

4.03 **Bankruptcy**

A) Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

B) If a judgment against the insured or the insured's personal representative is returned unsatisfied, we will be obligated under this coverage form for judgments up to the available limit of insurance which applies.

XVI. The following replaces paragraphs B), C), D) and F) of Item 4.04 **Cancellation - Non Renewal** :

B) We may cancel this policy by mailing or delivering to you written notice of cancellation, stating the reason for cancellation, at least:

1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

2) 45 days before the effective date of cancellation if we cancel for any other reason.

C) We will mail or deliver written notice to your last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.

D) If we cancel, the refund will be pro rata. If the first NAMED INSURED cancels, the refund will be 90% of pro rata unless otherwise specified in our filed manual rules. The cancellation will be effective even if we have not made or offered a refund. We will send any premium refund to the first NAMED INSURED.

F) 1) If we elect not to renew this policy, we will mail or deliver a notice of non renewal to you, stating the reason for non renewal, at least:

a) 15 days before the expiration date if the non renewal is due to nonpayment of premium; or

b) 45 days before the expiration date if the non renewal is for any other reason.

2) We will mail or deliver written notice of non renewal to your last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.

3) If notice is mailed, proof of mailing will be sufficient proof of notice.

XVII. The following replaces the last paragraph of Item 4.08 **Inspections and Surveys** :

This Condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

XVIII. The following condition is added to **SECTION 4. COMMERCIAL UMBRELLA CONDITIONS:**

Two Or More Coverage Forms Or Policies Issued By Us

If this Commercial Umbrella Coverage Form and any other Umbrella or Excess Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

IXX. Definitions 5.01 **Advertising Injury** , 5.02 **Auto** , 5.11 **Mobile Equipment**, 5.13 **Personal Injury** , and 5.16 **Property Damage** are replaced with the following:

5.01 **Advertisement**

"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 web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

5.02 **Auto**

4755 "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include "mobile equipment"

5.11 **Mobile Equipment**

"Mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto, whether or not self-propelled:

A) not subject to motor vehicle registration, or

B) maintained for use exclusively on premises owned by or rented to you, including the ways immediately adjoining, or

C) designed for use principally off public roads, or

D) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicles:

1) power cranes, shovels, loaders, diggers and drills;

2) concrete mixers (other than the mix-in-transit types);

3) graders, scrapers, rollers and other road construction or repair equipment;

4) air compressors, pumps, and generators, including spraying, welding and building cleaning equipment; and

5) geophysical exploration and well servicing equipment.

5.13 **Personal and Advertising Injury**

"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) Publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

E) Publication 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".

5.16 **Property Damage**

"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 or on, 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.

XX. Definitions 5.05 **Employee** , 5.09 **Leased Worker** , 5.19 **Suit** and 5.19 **Temporary Worker** are amended as follows:

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A. 5.05 **Employee** is deleted. The quotation marks do not apply and "employee" is changed to employ wherever used in this coverage form or any endorsement that amends it.

B. 5.09 **Leased Worker** is deleted. The quotation marks do not apply and "leased worker" is changed to leased worker wherever used in this coverage form.

C. The following replaces the first sentence in 5.18 **Suit** :

"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.

D. 5.19 **Temporary Worker** is deleted. The quotation marks do not apply and "temporary worker" is changed to temporary worker wherever used in this coverage form or any endorsement that amends it.

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PPS 08283378		16558785		F001635785-001-00001	ANNUAL

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BRANCH GRAND RAPIDS RENEWAL EFF 06/01/2017

PRECISION PORTFOLIO POLICY
FORMS AND ENDORSEMENTS APPLICABLE
PRECISION PREMIER
FOREMOST SIGNATURE INSURANCE COMPANY

	FORM NUMBER		PROP	LIAB	AUTO	UMB	FORM OR ENDORSEMENT NAME
*	9S5008	0300		X			SUPPLEMENTAL DECLARATIONS
	IL 09 95	0107	X				CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)
*	9S1016	0300	X				PROPERTY DECLARATION
*	9S1017	0601	X				BUILDING AND PERSONAL PROPERTY SCHEDULE
	9S1001	0499	X				BUILDING AND PERSONAL PROPERTY COVERAGE FORM
	9S1002	1092	X				CRIME COVERAGE FORM
*	IL P 051	0113	X				VIRGINIA EARTHQUAKE EXCLUSION ADVISORY NOTICE TO POLICYHOLDERS
*	9S1264	0915	X				BUSINESS INCOME AND EXTRA EXPENSE - PARTIAL SLOWDOWN COVERAGE
*	9S1263	0415	X				LOSS PAYMENT CONDITION - PROFIT, OVERHEAD, AND INCREASED FEES
	9S1103	0302	X				GLASS AMENDATORY ENDORSEMENT
	9S1036	0995	X				FULL GLASS COVERAGE - VIRGINIA CHANGES
	9S1054	0499	X				TENANTS LEASE PROTECTION
*	9S2008	0300		X			COMMERCIAL GENERAL LIABILITY DECLARATIONS
*	9S2009	0300		X			COMMERCIAL GENERAL LIABILITY SCHEDULE
	9S2001	0499		X			COMMERCIAL GENERAL LIABILITY COVERAGE FORM

* These forms are attached. Remaining forms were attached to a previous copy of the policy.

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
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BRANCH GRAND RAPIDS RENEWAL EFF 06/01/2017

PRECISION PORTFOLIO POLICY
FORMS AND ENDORSEMENTS APPLICABLE
PRECISION PREMIER
FOREMOST SIGNATURE INSURANCE COMPANY
(CONTINUED)

	FORM NUMBER		PROP	LIAB	AUTO	UMB	FORM OR ENDORSEMENT NAME
	CG0062	1202		X			WAR LIABILITY EXCLUSION
	CG2187	0115		X			CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DI SPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)
	9S2345	0104		X			PERSONAL AND ADVERTISING INJURY REDEFINED
	9S2002	0196		X			HIRED AUTO AND NON-OWNED AUTO LIABILITY
*	9S2456	0815		X			EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY
*	9S2324	0902		X			TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
	15153	0803	X	X			ABSOLUTE ASBESTOS EXCLUSION
*	J7155-ED1	1016		X			CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE FORM
*	W2340-ED1	1016		X			VIRGINIA AMENDATORY ENDORSEMENT
*	9S2412	0117		X			CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE DECLARATIONS
	U-GL-1198-A-CW	0204		X			VIOLATION OF COMMUNICATION OR INFORMATION LAW EXCLUSION
	9S1122	0110	X				LIMITED COVERAGE FOR FUNGI, WET ROT, DRY ROT AND BACTERIA
	9S2540	0101		X			FUNGUS EXCLUSION
	983109	0804				X	FUNGI OR BACTERIA EXCLUSION ENDORSEMENT
	CG0179	0710		X			VIRGINIA CHANGES

* These forms are attached. Remaining forms were attached to a previous copy of the policy.

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
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BRANCH GRAND RAPIDS

RENEWAL EFF 06/01/2017

PRECISION PORTFOLIO POLICY
FORMS AND ENDORSEMENTS APPLICABLE
PRECISION PREMIER
FOREMOST SIGNATURE INSURANCE COMPANY
(CONTINUED)

	FORM NUMBER		PROP	LIAB	AUTO	UMB	FORM OR ENDORSEMENT NAME
	CG2002	1185		X			ADDITIONAL INSURED - CLUB MEMBERS
	CG2012	0798		X			ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS
	CG2011	0196		X			ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
	CG2035	1001		X			ADDITIONAL INSURED - GRANTOR OF LICENSES - AUTOMATIC STATUS WHEN REQUIRED BY LICENSOR
	CG2147	0798		X			EMPLOYMENT-RELATED PRACTICES EXCLUSION
	983106	0900				X	EMPLOYMENT RELATED PRACTICES-VIRGINIA
	CG2021	0798		X			ADDITIONAL INSURED - VOLUNTEER WORKERS
*	9S5059	1015	X				VIRGINIA CHANGES
	CG2647	0598		X			VIRGINIA CHANGES- AMENDMENT OF POLLUTION EXCLUSION - EXCEPTION FOR BUILDING HEATING EQUIPMENT
	983153	1105				X	EXCLUSION-VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION
*	982001	0196				X	COMMERCIAL UMBRELLA DECLARATIONS
*	983181	0815				X	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY
*	988044	1015				X	VIRGINIA AMENDATORY ENDORSEMENT
	982003	0196				X	COMMERCIAL UMBRELLA COVERAGE FORM
	CU 21 44	0115				X	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DI SPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

* These forms are attached. Remaining forms were attached to a previous copy of the policy.

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PPS 08283378		16558785		F001635785-001-00001	ANNUAL

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BRANCH GRAND RAPIDS RENEWAL EFF 06/01/2017

PRECISION PORTFOLIO POLICY
FORMS AND ENDORSEMENTS APPLICABLE
PRECISION PREMIER
FOREMOST SIGNATURE INSURANCE COMPANY
(CONTINUED)

	FORM NUMBER		PROP	LIAB	AUTO	UMB	FORM OR ENDORSEMENT NAME
	984004	0196				X	AUTOMOBILE LIABILITY FOLLOWING FORM ENDORSEMENT
*	9S5052	0406	X	X		X	IMPORTANT NOTICE TO VIRGINIA POLICYHOLDERS

* These forms are attached. Remaining forms were attached to a previous copy of the policy.

COMMON

9S5009 Ed. 3-00 04/26/2017

BILL	POLICY NUMBER	PRODUCER NUMBER	ACCOUNT NUMBER	AUDIT PERIOD
D	PPS 08283378	16558785	F001635785-001-00001	ANNUAL

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FORMS AND ENDORSEMENTS APPLICABLE LIST
FOREMOST SIGNATURE INSURANCE COMPANY

	FORM NUMBER		FORM OR ENDORSEMENT NAME
	COMMON		
*	U-GU-630-D	01-15	DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT
*	U-GU-767-B CW	01-15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
*	U-GU-753-A CW	04-07	SMALL BUSINESS POLICY JACKET
*	9S5005	03-00	POLICY COVER PAGE
	9S5016	03-00	POLICY INDEX - PROPERTY, LIABILITY AND UMBRELLA COVERAGE PARTS
*	U-CL-D-100-A CW	06-04	COMMON POLICY DECLARATIONS
*	U-CL-D-101-A CW	06-04	SUPPLEMENTAL DECLARATIONS
	IL0017	11-98	COMMON POLICY CONDITIONS
	IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

*THESE FORMS ARE ATTACHED. REMAINING FORMS WERE ATTACHED TO A PREVIOUS COPY OF THE POLICY.

THIS DISCLOSURE 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 OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) $ 38.00
SCHEDULE – PART II
Federal share of terrorism losses 83 % Year: 20 17 (Refer to Paragraph **B.** in this endorsement.) Federal share of terrorism losses 82 % Year: 20 18 (Refer to Paragraph **B.** in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 Treasury.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number
SPAAMFAA	PPS 08283378	06/01/2017	

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. Cap On Certified Terrorism Losses

"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:

1. 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
2. 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.

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 Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss, injury or damage which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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FLOOD INSURANCE NOTICE - VIRGINIA

The Virginia Department of Insurance has requested all property and casualty companies to advise their policyholders that the commercial policy included with this notice does not provide coverage for floods. You will not have coverage for property damage from floods unless you take steps to purchase a separate policy of flood insurance.

This notice does not expand or increase coverage in the included policy or its endorsement(s). That policy and accompanying endorsement(s) remain subject to all exclusions, limitations and conditions.

If you would like more information about obtaining flood insurance, please contact the National Flood Insurance Plan (NFIP) at (800) 638-6620 or go to their web site at www.fema.gov/nfip/ then click on Information for Consumers. Or, contact your agent for help.

4691 # Important Information Regarding Your Renewal Policy and Cyber Liability and Data Breach Response Coverage

Please note that your business insurance policy renewal includes **Cyber Liability and Data Breach Response Coverage**. This coverage has been added to address growing concerns that all businesses face regarding data security breaches and compromises of customer data. This important coverage is provided for an additional premium, which is shown on your policy's Common Policy Declarations.

Please review the information below to learn more about Cyber Liability and Data Breach Response Coverage and the available benefits and options.

What is Cyber Liability and Data Breach Response Coverage?
Cyber Liability and Data Breach Response Coverage provides:

Third Party Coverages:
Information Security and Privacy Liability
Regulatory Defense and Penalties
Website Media Content Liability
Payment Card Industry (PCI) Fines, Expenses and Costs

First Party Coverages:
Privacy Breach Response Services
First Party Data Protection
First Party Network Business Interruption
Cyber Extortion

Information Security and Privacy Liability responds to your legal liability for:

- Theft, loss or unauthorized disclosure of your customers' personally identifiable information or third party corporate information.
- Acts or incidents resulting from a failure of computer security to prevent a security breach.
- Alteration, corruption, destruction, deletion or damage to data stored on computer systems.
- Failure to prevent transmission of malicious code.
- Participation in a denial of service attack.
- Failure of timely notification in violation of breach notice laws.
- Failure to comply with parts of a privacy policy.
- Failure to administer identity theft prevention program or information disposal program (pursuant to 15USC 1681).

Privacy Breach Response Services provided in the event of an actual or alleged breach of personally identifiable information include:

- Forensic and legal assistance from a panel of experts to help determine the extent of the breach and the steps needed to comply with applicable laws.
- Notification to your customers who must be notified under applicable law.
- Discretionary notice to individuals potentially affected by a breach in which there is a resulting risk of financial, reputational or other harm to the individuals, when a breach does not trigger a legal duty to notify such individuals.
- Call Center Services.
- Breach resolution and mitigation services.

Regulatory Defense and Penalties: Claims expenses and penalties because of regulatory proceeding caused by a covered incident.

Website Media Content Liability: Damages and claims expenses for display of media material that is an invasion/interference of rights of publicity, name, persona, voice or likeness. Misappropriation of ideas,
4692 plagiarism, piracy, infringement of copyright, domain name, logo, metatags, service names, improper deep-linking or framing.

Payment Card Industry (PCI) Fines, Expenses and Costs: The Payment Card Industry Data Security Standard (PCI DSS) is a set of requirements designed to ensure that all companies that process, store or transmit credit card information maintain a secure environment. Coverage indemnifies insured for fines, expenses and costs levied by the PCI.

Cyber Extortion: Reimbursement for cyber extortion losses.

First Party Data Protection: Pays your reasonable and necessary costs to restore data because of alteration, corruption, destruction, deletion or damage to data, or inability to access data.

First Party Network Business Interruption: Pays for your Business Income loss as a result of actual and necessary interruption or suspension of computer systems directly caused by a failure of computer security to prevent a security breach.

What additional benefits are provided?
Your policy's Cyber Liability and Data Breach Response Coverage **includes free data security risk management services**, which provide:

- Expert on-line support for your understanding and handling of data security issues.
- Compliance and breach response information.
- Email alerts of key legal and regulatory developments; and On-line training programs, employee training bulletins and webinars for privacy compliance and IT staff.

You may access this information by registering at Foremost.Breachsolutions.com. To register, go to **Foremost.Breachsolutions.com** and follow the "Click here to register" link located on the login page. You will need a temporary activation code. Your code is: r5JMN6

Enter the requested information and your Foremost Business Insurance policy number.

Please allow eight business days after binding your Foremost Business Insurance policy to process and set up your access to the online data security risk management service.

What if I already have this coverage from another carrier or simply do not want this protection?
If the Cyber Liability and Data Breach Response Coverage duplicates coverage from another insurer or you do not want to include this coverage, simply notify your agent in writing. The Cyber Liability and Data Breach Response Coverage will be removed from your policy, and you will receive a premium refund.

Some coverage provided is on a Claims-Made basis. What is that?
Claims-Made coverage means that that in order for coverage to apply to the loss, it must be reported to Foremost during the policy period. The claim must first have been reported to you after the Retroactive Date.

Does the policy provide for an Extended Reporting Period?
Yes, the policy provides a limited reporting period of 14 days following termination of coverage. An optional Extended Reporting period can be purchased to protect against claims made after termination of the policy.

Foremost recognizes that data security breaches and compromises of customer data are faced by all types of business enterprises today and continue to be reported at a high frequency. When a breach occurs, business owners need to be ready to respond quickly and effectively to mitigate their exposure to brand damage and legal liability. The addition of Cyber Liability and Data Breach Response Coverage to your policy is a way to ensure that you are prepared if a covered claim occurs.

This notice provides a summary of the Cyber Liability and Data Breach Response Coverage included on your policy. Please review your policy to determine the applicable terms and conditions.

Attention

ACTION REQUIRED

Dear Policyholder;

Thank you for choosing Foremost Insurance Group for your Business Insurance needs. We appreciate your business.

To report a claim 24 hours a day, 7 days a week, here are your options:

- Call 1 (800) 435-7764
- File online at www.farmers.com/claims/, Click on "Report a Claim".
- Fax your request to (877) 217-1389
- Email your request to myclaim@foremost.com

Thank you for your business. If you have any questions, please call your agent.

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Foremost® Insurance Group
Privacy Notice

In the course of our business relationship with you, we collect information about you that is necessary to provide you with our products and services. We treat this information as confidential and recognize the importance of protecting it. We value your confidence in us.

You trust us with an important part of your financial life. We are proud of our privacy policies and procedures and encourage you to review them carefully.

This notice from the member companies of the Farmers Insurance Group of Companies listed on the back of this notice* describes our privacy practices regarding information about our customers and former customers that obtain financial products or services from us for personal, family or household purposes.** When state law is more protective of individuals than federal privacy law, we will protect information in accordance with state law consistent with the requirements of federal preemption.

Information we collect

We collect and maintain information about you to provide you with the coverage, product or service you request and to service your account.

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information we receive on applications or other forms, such as social security number, assets, income and property information;
- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums and payment history;
- Information we receive from a consumer reporting agency or insurance support organization, such as motor vehicle records, credit report information and claims history; and
- If you obtain a life, long-term care or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations regarding your health.

How we protect your information

At Farmers, our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information about you to those individuals, such as our employees and agents, who provide you with our products and services. We require those individuals to whom we permit access to your customer information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information.

We do not disclose any nonpublic personal information about you, as our customer or former customer, except as described in this notice.

Information we disclose

We may disclose the nonpublic personal information we collect about you, as described above, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and to other third parties, all as permitted by law.

Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Farmers or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will abide by the privacy restrictions imposed by that organization.

We are permitted to disclose personal health information (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud; (2) with your written authorization, and (3) otherwise as permitted by law.

Sharing information with affiliates

The Farmers family encompasses various affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.

We may disclose nonpublic personal information, as described under Information we collect, to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers; and
- Non-financial service providers, such as management companies, attorneys-in-fact and billing companies.

We are permitted by law to share with our affiliates information about our transactions and experiences with you.

In addition, we may share with our affiliates consumer report information, such as information from credit reports and certain application information, that we have received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

Your choice

If it is your decision not to opt-out and to allow sharing of your information with our affiliates, you do not need to respond to us in any way.

If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may by calling toll free, 1-855-325-4765, (please have all of your policy numbers available). We will implement your request within a reasonable time after hearing from you.

Modifications to our privacy policy

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with nonaffiliated third parties. Before we do that, we will provide you with a revised privacy notice and give you the opportunity to opt-out of that type of information sharing.

Website

Our website privacy notices, such as the one located at http://www.farmers.com/disclaimer/privacy-policy and http://cp.foremost.com/general/privacy-policy.htm contain additional information particular to website use. Please pay careful attention to those notices if you transmit personal information to Farmers over the Internet.

Recipients of this notice

We are providing this notice to the named policyholder at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder on that policy will receive this notice, though any policyholder may request a copy of this notice. You may receive more than one copy of this notice if you have more than one policy with Farmers. You also may receive notices from affiliates, other than those listed below. Please read those notices carefully to determine your rights with respect to those affiliates' privacy practices.

Signed:

Farmers Insurance Exchange, Foremost Insurance Company Grand Rapids, Michigan**, Foremost Signature Insurance Company**, Foremost Property and Casualty Insurance Company **, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.); Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc.; Farmers New Century Insurance Company, Farmers Group, Inc.; Farmers Reinsurance Company, Farmers Services Insurance Agency, Farmers Services Corporation, Farmers Texas County Mutual Insurance Company, Farmers Underwriters Association, Farmers Value Added, Inc.; Farmers Financial Solutions, LLC member FINRA & SIPC***; FFS Holding, LLC; Farmers Services, LLC; ZFUS Services, LLC;, FIG Holding Company, FIG Leasing Co., Inc.; Fire Underwriters Association, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Texas Farmers Insurance Company, Farmers New World Life Insurance Company, Truck Underwriters Association, Civic Property and Casualty Company, Exact Property and Casualty Company and Neighborhood Spirit Property and Casualty Company.

*The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the Farmers Insurance Group of Companies.

**This notice does not apply to personal insurance policies issued by Foremost Insurance Company Grand Rapids, Michigan, Foremost Signature Insurance Company and Foremost Property and Casualty Insurance Company, but only to commercial insurance policies issued by these companies for business purposes. If you have obtained an insurance policy from these companies for personal, family or household purposes, you should refer to the privacy notice that you received with that policy.

***You may obtain more information about the Securities Investor Protection Corporation (SIPC) including the SIPC brochure by contacting SIPC at (202) 371-8300 or via the internet at www.sipc.org. For information about FINRA and Broker Check you may call the FINRA Broker Check hotline at (800) 289-9999 or access the FINRA website.