

43-0098-00
 THE INSURANCE CENTER OF UTAH LLC
 380 S 900 W
 PROVO UT 84601-4155

Agency phone: **801.374.1990**



LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

07-16-2025

Owners Insurance Company

HERITAGE VILLAGE HOMEOWNERS
 ASSOCIATION
 C/O SOUTH RIM HOMES
 762 E 100 N
 PAYSON UT 84651-2345

This is not a bill. The premium can be paid before a bill is sent using any of the following methods:

Pay Online
www.auto-owners.com
 Pay My Bill

Pay by Phone
 1.800.288.8740

Pay by Mail
 AUTO-OWNERS INSURANCE
 PO BOX 740312
 CINCINNATI, OH 45274-0312

RE: Policy 134643-57550839-25

Thank you for selecting Auto-Owners Insurance Group to service your insurance needs!

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages, and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent **801.374.1990**, and discuss which company and program might be appropriate for you. After talking with your agent, if there are any unanswered questions, please contact us at 517.323.1200.

Auto-Owners Insurance Company was formed in 1916. Our A+ (Superior) rating by AM Best signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of five property and casualty companies and a life insurance company.

Serving Our Policyholders and Agents Since 1916

NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. Subject to policy terms and conditions, the enclosed policy will provide insurance coverage for certified acts of terrorism as defined in the Act only until December 31, 2027.
2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.
3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.
4. A premium charge for the conditional endorsement will be applied effective January 1, 2028. The premium will be pro rated for the remainder of the policy term and is one-half of the current premium charge appearing in the Declarations for TERRORISM - CERTIFIED ACTS. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extend. Revised Declarations will be mailed to you after January 1, 2028.
5. If the Act is extended without any revision, the enclosed policy will continue to provide coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.
6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

NOTICE OF CHANGE IN POLICY TERMS COMMERCIAL PROPERTY VALUE ADJUSTMENT

Dear Policyholder,

A new replacement cost estimate has been obtained by Auto-Owners for each building covered on your policy. The coverage limit for the building(s) on your policy are lower than the coverage limit returned by the new replacement cost estimates. Effective with this renewal, building coverage limit(s) have been increased to match the new replacement cost estimates. Please contact your Auto-Owners Agency with any questions.

This notice is for informational purposes only. This notice provides no coverage and it must not be construed to replace or modify any provisions of your policy or endorsements. Your policy contains the specific terms, limits and conditions of coverage, and supersedes this notice.

You have the right to renew your policy. You also have the right to cancel your policy at any time. To cancel your policy, please provide the date on which cancellation is to take effect.

Please review your policy carefully. If you have any questions, please contact your Auto-Owners Insurance Agency.

**NOTICE OF CHANGE IN POLICY TERMS
EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL
SUBSTANCES (PFAS)**

NOTICE OF REDUCTION IN COVERAGE

Dear Policyholder,

Effective with this renewal, form CG 40 32 (05-23) Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) has been added to your policy. This endorsement removes all liability coverage for "bodily injury", "property damage" and "personal and advertising injury" caused by or resulting from pollutants that may contain Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS).

This notice is for informational purposes only. This notice provides no coverage and it must not be construed to replace or modify any provisions of your policy or endorsements. Your policy contains the specific terms, limits and conditions of coverage, and supersedes this notice.

You have the right to renew your policy. You also have the right to cancel your policy at any time. To cancel your policy, please provide the date on which cancellation is to take effect.

Please review the endorsement and your policy carefully. If you have any questions, please contact your Auto-Owners Insurance Agency.

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999
AGENCY THE INSURANCE CENTER OF UTAH LLC
43-0098-00 MKT TERR 096
INSURED HERITAGE VILLAGE HOMEOWNERS
ASSOCIATION
C/O SOUTH RIM HOMES
ADDRESS 762 E 100 N
PAYSON UT 84651-2345

801-374-1990

TAILORED PROTECTION POLICY DECLARATIONS

Reissue Effective 07-19-2025

POLICY NUMBER 134643-57550839-25

Company Use 57-46-UT-1307

Company
Bill**Policy Term**12:01 a.m. to 12:01 a.m.
07-19-2025 07-19-2026

55039 (11-87)

COMMON POLICY INFORMATION**Business Description:** Homeowners Associati**Entity:** Association**Program:** Service

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):

PREMIUM

COMMERCIAL PROPERTY COVERAGE	\$1,449.00
MINIMUM PROPERTY PLUS PREMIUM ADJUSTMENT (CP)	\$105.00
MINIMUM EQUIPMENT BREAKDOWN PREMIUM ADJUSTMENT (CP)	\$14.00
COMMERCIAL GENERAL LIABILITY COVERAGE	\$1,026.00
MINIMUM PREMIUM ADJUSTMENT (GL)	\$163.00
COMMERCIAL CRIME COVERAGE	\$776.00

TOTAL \$3,533.00**TOTAL POLICY PREMIUM IF ON FULL PAY PLAN BY 07-19-2025** \$3,260.00**THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):

IL0017 (11-85) 55003 (07-12) 59390 (11-20)

A merit rating plan factor of 0.90 applies.

Countersigned By: _____

Owners Ins. Co.

Issued 07-16-2025

AGENCY THE INSURANCE CENTER OF UTAH LLC
43-0098-00 MKT TERR 096Company POLICY NUMBER 134643-57550839-25
Bill 57-46-UT-1307

INSURED HERITAGE VILLAGE HOMEOWNERS

Term 07-19-2025 to 07-19-2026

54104 (07-87)

COMMERCIAL PROPERTY COVERAGE

55198 (12-10)

ENHANCED PROPERTY PLUS COVERAGE PACKAGE DECLARATION

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Commercial Property Coverage Declarations. No deductible applies to the below Property Plus Coverages.

COVERAGE	LIMIT
ACCOUNTS RECEIVABLE	\$150,000
BAILEES	\$10,000
	\$5,000 PER ITEM
BUSINESS INCOME & EXTRA EXPENSE W/RENTAL VALUE, INCLUDING NEWLY ACQUIRED LOC'S 0 HOUR WAITING PERIOD	\$100,000
DEBRIS REMOVAL	\$50,000
ELECTRONIC DATA PROCESSING EQUIPMENT	\$50,000
EMPLOYEE DISHONESTY	\$25,000
FINE ARTS, COLLECTIBLES AND MEMORABILIA	\$25,000
	\$5,000 PER ITEM
FIRE DEPARTMENT SERVICE CHARGE	\$10,000
FORGERY AND ALTERATION	\$25,000
MONEY AND SECURITIES INSIDE PREMISES	\$25,000
MONEY AND SECURITIES OUTSIDE PREMISES	\$25,000
NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY	\$500,000 FOR 90 DAYS
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	\$1,000,000 FOR 90 DAYS
ORDINANCE OR LAW	SEE COMMERCIAL PROPERTY DECLARATIONS
OUTDOOR PROPERTY	\$20,000
TREES, SHRUBS OR PLANTS	\$1,000 PER ITEM
RADIO OR TELEVISION ANTENNAS	\$15,000
PERSONAL EFFECTS AND PROPERTY OF OTHERS	\$25,000
POLLUTANT CLEAN UP AND REMOVAL	\$50,000
PROPERTY IN TRANSIT	\$50,000
PROPERTY OFF PREMISES	\$50,000
REFRIGERATED PRODUCTS	\$15,000
SALESPERSON'S SAMPLES	\$15,000

Owners Ins. Co.

Issued 07-16-2025

AGENCY THE INSURANCE CENTER OF UTAH LLC
43-0098-00 MKT TERR 096Company POLICY NUMBER 134643-57550839-25
Bill 57-46-UT-1307

INSURED HERITAGE VILLAGE HOMEOWNERS

Term 07-19-2025 to 07-19-2026

55198 (12-10)

ENHANCED PROPERTY PLUS COVERAGE PACKAGE DECLARATION

COVERAGE	LIMIT
UTILITY SERVICES FAILURE	\$100,000
VALUABLE PAPERS AND RECORDS ON PREMISES	\$100,000
VALUABLE PAPERS AND RECORDS OFF PREMISES	\$20,000
WATER BACK-UP FROM SEWERS OR DRAINS	\$25,000

Forms that apply to this coverage part:

64004 (12-10)	54198 (12-10)	54334 (12-10)	64020 (12-10)	54189 (12-10)
54186 (12-10)	54218 (03-13)	54217 (07-17)	54216 (03-13)	54214 (03-13)
54221 (12-10)	54220 (06-00)	54219 (12-10)	54338 (03-13)	54339 (03-13)
64010 (12-10)	64352 (12-20)	64001 (12-10)		

Coverages Provided

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

LOCATION 0001 - BUILDING 0001

Location: 1141 W 1150 W, Payson, UT 84651

Occupied As: Homeowners Associati

Secured Interested Parties: None

Rating Information

Territory: 250

County: Utah

Program: Service

Construction: Frame

Protection Class: 03

Class Code: 0702

Class Rate - Building: 0.152

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING			\$1,282,900		
Causes of Loss					
Basic Group I	80%	\$1,000		0.044	\$564.00
Basic Group II	80%	\$1,000		0.025	\$321.00
Special	80%	\$1,000		0.028	\$359.00
Theft	80%	\$1,000			Included
OPTIONAL COVERAGE					
Inflation Guard Factor Building 1.017					
Replacement Cost					
Equipment Breakdown		\$1,000	See Form 54843		\$36.00
Property Plus Coverage Package		None	See 55198 (12-10)		\$155.00
Tier: Enhanced					

Owners Ins. Co.

Issued 07-16-2025

AGENCY THE INSURANCE CENTER OF UTAH LLC
43-0098-00 MKT TERR 096Company POLICY NUMBER 134643-57550839-25
Bill 57-46-UT-1307

INSURED HERITAGE VILLAGE HOMEOWNERS

Term 07-19-2025 to 07-19-2026

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		\$1,000	Incl in Bldg Limit		Included
Coverage B-Demolition		\$1,000	\$110,000		Included
Coverage C-Increased Cost		\$1,000	\$110,000		Included

Forms that apply to this building:

54835 (07-08)	IL0003 (07-02)	CP0127 (03-96)	59350 (01-15)	64224 (01-16)
59325 (12-19)	64326 (07-19)	IL0266 (07-21)	IL0017 (11-85)	64393 (08-22)
CP0090 (07-88)	64045 (07-13)	64013 (12-10)	64010 (12-10)	64020 (12-10)
64004 (12-10)	54843 (07-19)	64352 (12-20)	64001 (12-10)	54989 (10-13)
59390 (11-20)				

COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390	\$14.00
LOCATION 0001	\$1,449.00

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$3,000,000
Products-Completed Operations Aggregate	\$3,000,000
Personal And Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
Assn Directors/Officers Errors and Omissions Agg	\$2,000,000
Assn Directors/Officers Errors and Omissions Occ	\$2,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$2,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	

Owners Ins. Co.

Issued 07-16-2025

AGENCY THE INSURANCE CENTER OF UTAH LLC
43-0098-00 MKT TERR 096Company POLICY NUMBER 134643-57550839-25
Bill 57-46-UT-1307

INSURED HERITAGE VILLAGE HOMEOWNERS

Term 07-19-2025 to 07-19-2026

COVERAGE	LIMITS OF INSURANCE
Blanket Waiver of Subrogation Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.	

AUDIT TYPE: Non-Audited**Forms that apply to this coverage:**

55405 (07-08)	59350 (01-15)	55146 (06-04)	55084 (06-04)	IL0021 (07-02)
CG0186 (11-94)	IL0017 (11-85)	CG2106 (05-14)	55091 (05-17)	CG0001 (04-13)
55513 (05-17)	CG2109 (06-15)	55029 (05-17)	CG2196 (03-05)	CG2132 (05-09)
CG2147 (12-07)	55885 (05-17)	59325 (12-19)	IL0266 (07-21)	CG4032 (05-23)
55010 (05-17)	59390 (11-20)			

LOCATION 0001 - BUILDING 0001**Location:** 1141 W 1150 W, Payson, UT 84651**Territory:** 003**County:** Utah

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Assn Directors/Officers Errors And Omissions	00811	Professional	Flat Charge 117		\$762.00
Homeowners &/Or Mobile Homeowners Association - No Buildings Or Premises Owned Or Leased Except For Office Purposes. (For-Profit)	41669	Prem/Op Prod/Comp Op	Members 117 117	Each 1 1.956 .214	\$229.00 \$25.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY**PREMIUM**

TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390

LOCATION 0001

\$10.00

\$1,026.00

55041 (02-88)

COMMERCIAL CRIME COVERAGE

THIS DECLARATIONS PAGE SHOWS THE COVERAGE FORM(S) AND SECTION(S) WHICH APPLY AND FOR WHICH YOU HAVE PAID A PREMIUM.

Plan: 01 Combination Crime-Separate Limits Option**Location:** All Premises

COVERAGE	BY PERSON/ POSITION	SECTION	LIMIT	DEDUCTIBLE	PREMIUM
A-Blanket Employee Dishonesty			\$150,000	\$1,000	\$308.00
B-Forgery Or Alteration			\$150,000	\$1,000	\$80.00

Cancellation of prior insurance: By acceptance of this fidelity bond you give us notice cancelling prior fidelity bond with the cancellation to be effective at the time this policy becomes effective.

Owners Ins. Co.

Issued 07-16-2025

AGENCY THE INSURANCE CENTER OF UTAH LLC
43-0098-00 MKT TERR 096Company POLICY NUMBER 134643-57550839-25
Bill 57-46-UT-1307

INSURED HERITAGE VILLAGE HOMEOWNERS

Term 07-19-2025 to 07-19-2026

Forms that apply to all premises:

IL0017 (11-85)	25034 (07-13)	IL0266 (07-21)	IL0003 (07-02)	29415 (01-16)
59325 (12-19)	CR0001 (10-90)	CR1000 (06-95)	CC175 (01-86)	25053 (07-16)
CR0003 (01-86)				

COMMERCIAL CRIME COVERAGE - ALL PREMISES PREMIUM SUMMARY		PREMIUM
ALL PREMISES PREMIUM		\$388.00

LOCATION 0001 - BUILDING 0001

Location: 1141 W 1150 W, Payson, UT 84651

COVERAGE	BY PERSON/ POSITION	SECTION	LIMIT	DEDUCTIBLE	PREMIUM
C-Prem. Theft, Disappear & Destruction (occurrence)		1	\$150,000	\$1,000	\$325.00
Money			\$25,000		
Securities			\$25,000		
Non-Payroll Checks			\$100,000		
C-Msngr-Theft, Disappear & Destruction (occurrence)		2	\$150,000	\$1,000	\$63.00
Money			\$25,000		
Securities			\$25,000		
Non-Payroll Checks			\$100,000		

Forms that apply to this location:

25023 (07-06) CR0004 (10-90) CR1000 (06-95) CC175 (01-86) 25053 (07-16)

COMMERCIAL CRIME COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
LOCATION 0001	\$388.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Applicability Of This Endorsement

- 1. The provisions of this endorsement will apply if and when one of the following situations occurs:**
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or**
 - b. The Program is renewed, extended or otherwise continued in effect:**
 - (1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and**
 - (2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.**
- 2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".**

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide the revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.
"Terrorism" means activities against persons, organizations or property of any nature:

- 1. That involve the following or preparation for the following:**
 - a. Use or threat of force or violence; or**
 - b. Commission or threat of a dangerous act; or**
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and**

2. When one or both of the following applies:

- a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
- b. It appears that the intent is to intimidate or coerce a government or the civilian population or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of "Terrorism"

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- 1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSOCIATION DIRECTORS AND OFFICERS ERRORS AND OMISSIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I - COVERAGES is amended. The following coverage is added.

ASSOCIATION DIRECTORS AND OFFICERS ERRORS AND OMISSIONS COVERAGE

1. Insuring Agreement

We will pay those sums the insured becomes legally obligated to pay as "damages" because of any negligent act, error, omission or breach of duty directly related to the management of the premises, shown in the Declarations, which occurs during the policy period. We will settle, as we consider appropriate, any claim or "suit" for damages covered by this policy. We will defend any "suit" for damages covered by this policy at our expense, using attorneys of our choice. This agreement to settle or defend claims or "suits" ends when we have paid the limit of our liability.

2. Exclusions

This coverage does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury".
- b. Any transactions of any insured from which any insured gained any personal profit or advantage not shared equitably by the members of the association.
- c. Any failure to:
 - 1) Procure or maintain any insurance policy or bond; or
 - 2) Obtain proper amounts, forms, conditions or provisions of any insurance policy or bond.
- d. Violation of any civil rights law, whether federal, state or local ordinance, including but not limited to discrimination based on race, religion, sex or age.
- e. Any criminal or malicious act.
- f. Liability based upon any intentionally dishonest or fraudulent act, or any judgment based upon any intentionally dishonest or fraudulent act.

- g. To the liability of any insured to return salaries or bonuses received illegally or without the permission of association members.
- h. To any claims for which your officer or director receives indemnity from you or has a right to be indemnified by you.
- i. An actual or alleged error or omission or breach of duty, committed by any insured in the discharge or fiduciary duties, obligations or responsibilities imposed by the Employee Retirement Income Act of 1974 or any similar legislation.
- j. Any insured's failure to comply with any law concerning workers compensation, unemployment insurance, social security, disability benefits or any similar law.
- k. To any claim for "damages" made by you, your officers or your directors.
- l. Any claim or liability 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;
 - 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 an insured may be legally responsible;
 - 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.

m. Any loss, cost or expense arising out of any:

- 1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- 2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

n. Any claim or liability arising out of any nuclear reaction, nuclear radiation, or radioactive contamination, or to any act or condition relating to any of these.

B. **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision for the purposes of this endorsement only.

SECTION II - WHO IS AN INSURED

Each of the following is an insured with respect to this coverage, but only to the extent set forth below:

- 1. Your directors and officers, but only while acting within the scope of their duties for you.
- 2. You with respect to your liability for the negligent act, error, omission or breach of duty committed by an officer or director.

C. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for the purposes of this endorsement only.

- 1. The limit of insurance shown in the Declarations for this coverage:
 - a. Is the total limit of our liability for all "damages" for one or more persons as a result of any one negligent act, error, omission or breach of duty whether committed collectively or individually; and
 - b. Applies regardless of the number of insureds.
- 2. The coverage provided by this endorsement is subject to a separate aggregate limit which is:
 - a. Shown in the Declarations; and
 - b. The most we will pay for all "damages" covered under this endorsement for any one policy period.

D. **SECTION V - DEFINITIONS** is amended. The following definition is added for the purposes of this endorsement only.

"Damages" means only actual compensatory damages for loss suffered but does not include fines, taxes or any other cost or expense assessed against any insured.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or
 - b. The Program is renewed, extended or otherwise continued in effect:
 - (1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and
 - (2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.
2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism

endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or

- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of "Terrorism"

We will not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All "bodily injury", "property damage", "personal injury" or "advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such

injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- 1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2.

Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2.

Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or

escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c. Perfluoropolyethers (PFPE);
 - d. Fluorotelomer-based substances; or
 - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph C.1.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM

A. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

- 1.** That involve the following or preparation for the following:
 - a.** Use or threat of force or violence; or
 - b.** Commission or threat of a dangerous act; or
 - c.** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2.** When one or both of the following applies:
 - a.** The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or
 - b.** It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

B. The following exclusion is added:

Exclusion Of "Terrorism"

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;
- 2.** Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;
- 3.** The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

25053 (7-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATA SECURITY BREACH EXCLUSION

This endorsement modifies insurance provided under the following:

EMPLOYEE DISHONESTY COVERAGE FORM
FORGERY OR ALTERATION COVERAGE FORM
THEFT, DISAPPEARANCE AND DESTRUCTION COVERAGE FORM
ROBBERY AND SAFE BURGLARY COVERAGE FORM - PROPERTY OTHER THAN MONEY AND SECURITIES
PREMISES BURGLARY COVERAGE FORM
COMPUTER FRAUD COVERAGE FORM

The following exclusion is added:

Data Security Breach

Fees, costs, fines, penalties and any other loss or expense incurred by you which are related to the access

to, use of, or disclosure of another person's or organization's confidential or personal information.

All other policy terms and conditions apply.

25053 (7-16)

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29415 (1-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - TRANSFER OF YOUR RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

CRIME COVERAGE PART

CRIME GENERAL PROVISIONS, B. GENERAL CONDITIONS, 19. Transfer of Your Rights of Recovery Against Others to Us is amended. The following condition is added.

If the claim paid is less than the agreed loss because of any deductible or other limiting terms, the recovery is

prorated between you and us based on the interest of each in the loss. This condition only applies if we pay for a loss and then payment is made by those responsible for the loss.

All other policy terms and conditions apply.

29415 (1-16)

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

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART

A. When forming a part of this policy, General Condition **B.5.a.** and Additional Condition **D.2.b.(1)** Duties in the Event of Loss in the:

Crime General Provisions Form
Safe Depository Direct Loss Coverage Form
are replaced by the following:
Notify us or our agent as soon as possible.
You may fulfill this requirement by mailing the notice to us, postage prepaid, through first class mail deposited in a United States Post Office.

B. When forming a part of this policy, General Condition **B.5.c** and Additional Condition **D.2.b.(3)** Duties in the Event of Loss in the:

Crime General Provisions Form
Safe Depository Direct Loss Coverage Form
are replaced by the following:
Give us a detailed, sworn proof of loss within 120 days. We will, on request, promptly furnish you with any necessary forms and instructions. Failure to submit the requested proof of loss within 120 days does not invalidate your claim, if you show that it was not reasonably possible to do so and that you submitted the proof of loss to us as soon as reasonably possible.
You may fulfill this requirement by mailing the proof of loss to us, postage prepaid, through first class mail deposited in a United States Post Office.

C. When forming a part of this policy, paragraph **B.20.a.(3)** of the Valuation - Settlement General Condition and paragraph **D.2.j.(1)(c)** of the Valuation - Settlement Additional Condition in the:

Crime General Provisions Form
Safe Depository Direct Loss Coverage Form
are replaced by the following:

(3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:
(a) Actual cash value of the property on the day the loss was discovered;

(b) Cost of repairing the property or "premises;" or

(c) Cost of replacing the property with property of like, kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

D. When forming a part of this policy, General Condition **B.7.** and Additional Condition **D.2.d.** Legal Action Against Us in the:

Crime General Provisions Form
Safe Depository Direct Loss Coverage Form
are replaced by the following:
Legal Action Against Us: You may not bring any legal action against us involving loss:
a. Unless proof of loss has been waived; or
b. Unless full payment has been denied; or
c. Until 60 days after you have filed proof of loss with us;
whichever is earlier and
d. Unless brought within 3 years from the date you discover the loss.

E. When forming a part of this policy, the Legal Action Against Us Condition in the:

Liability For Guests' Property – Safe Deposit Box Coverage Form K
Liability For Guests' Property – Premises Coverage Form L
Safe Depository Liability Coverage Form M
is deleted.

F. When forming a part of this policy, Additional Condition **C.2.c.(1)** Duties in the Event of Loss, Claim or Suit in the:

Liability For Guests' Property – Safe Deposit Box Coverage Form K
Liability For Guests' Property – Premises Coverage Form L
Safe Depository Liability Coverage Form M
is replaced by the following:

(1) Notify us or our agent promptly of any loss, destruction or damage that may result in a claim.

You may fulfill this requirement by mailing the notice to us, postage prepaid, through first class mail deposited in a United States Post Office.

G. When forming a part of this policy, Additional Condition **C.2.c.(2)**, Duties in the Event of Loss, Claim or Suit in the:

Liability For Guests' Property - Safe Deposit Box Coverage Form K
Liability For Guests' Property – Premises Coverage Form L
Safe Depository Liability Coverage Form M
is replaced by the following:

(2) Give us or our agent prompt, written notice of any claim made or suit brought against you and:
You may fulfill this requirement by mailing copies to us postage prepaid, through first class mail deposited in a United States Post Office.

All other policy terms and conditions apply.

QUICK REFERENCE COMMERCIAL CRIME COVERAGE PART

READ YOUR POLICY CAREFULLY

The Commercial Crime Coverage Part in your policy consists of Declarations, one or more Coverage Forms, General Provisions, Common Policy Conditions and Endorsement, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Coverage Part, listed in sequential order, except for the provision in the Declarations which may not be in the sequence shown.

DECLARATIONS

Insured's Name and Mailing Address
Policy Period
Coverage, Limits of Insurance and Deductible
Forms and Endorsements applying to the Coverage
Part at time of issue
Cancellation of Prior Insurance

GENERAL CONDITIONS

Consolidation - Merger
Coverage Extensions
Discovery Period for Loss
Duties in the Event of Loss
Joint Insured
Legal Action Against Us
Loss Covered Under More Than One Coverage of
This Insurance
Loss Sustained During Prior Insurance
Loss Covered Under This Insurance and Prior
Insurance Issued by Us or Any Affiliate
Non-Cumulation of Limit of Insurance
Other Insurance
Ownership of Property; Interests Covered
Policy Period
Records
Recoveries
Territory
Transfer of Your Rights of Recovery Against Others
to Us
Valuation-Settlement

COVERAGE FORM(S) (one or more apply)

COVERAGE

Covered property
Coverage Cause(s) of Loss (if applicable)
Coverage Extension(s) (if applicable)

LIMIT OF INSURANCE

DEDUCTIBLE (if applicable)

ADDITIONAL EXCLUSION(S), CONDITION(S) and DEFINITIONS

GENERAL DEFINITIONS

"Employee"
"Money"
"Property Other Than Money and Securities"
"Securities"

CRIME GENERAL PROVISIONS FORM (CR 10 00)

GENERAL EXCLUSIONS

Acts Committed by You or Your Partners
Governmental Action
Indirect Loss
Legal Expenses
Nuclear
War and Similar Actions

**SAFE DEPOSITORY GENERAL PROVISIONS FORM
(CR 40 00)****GENERAL EXCLUSIONS**

Acts Committed by You or Your Partners
Governmental Action
Nuclear
War and Similar Actions

GENERAL CONDITIONS

Coverage Extensions
Joint Insured
Non-Cumulation of Limit of Insurance
Ownership of Customers' Property

GENERAL DEFINITIONS

"Money"
"Occurrence"
"Premises"
"Property Other Than Money and Securities"
"Securities"

COMMON POLICY CONDITIONS (IL 00 17)

Cancellation
Changes
Examination of Your Books and Records
Inspections and Surveys
Premiums
Transfer of your Rights and Duties Under This Policy

ENDORSEMENTS (if applicable)

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FORGERY OR ALTERATION COVERAGE FORM

A. COVERAGE

We will pay for loss involving Covered Instruments resulting directly from the Covered Causes of Loss.

1. **Covered Instruments:** Checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - a. Made or drawn by or drawn upon you;
 - b. Made or drawn by one acting as your agent; or that are purported to have been so made or drawn.
2. **Covered Causes of Loss:** Forgery or alteration of, on or in any Covered Instrument.

3. Coverage Extension

Legal Expenses: If you are sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonably legal expenses that you incur and pay in that defense. The amount we will pay under this extension is in addition to the Limit of Insurance applicable to this insurance.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations.

We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance. This provision does not apply to legal expenses paid under the Coverage Extension.

D. ADDITIONAL EXCLUSION, CONDITIONS, AND

DEFINITION In addition to the provisions in the Crime General Provisions Form, this Coverage Form is also subject to the following:

1. Additional Exclusion

Acts of Employees, Directors, or Trustees: We will not pay for loss resulting from any dishonest or criminal act committed by any of your "employees", directors, or trustees:

- a. Whether acting alone or in collusion with other persons; or
- b. Whether while performing services for you or otherwise.

2. Additional Conditions

a. Facsimile Signatures: We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

b. General Amendment: As respects this Coverage Form, the words Covered Property in the Crime General Provisions Form mean Covered Instruments.

c. Proof of Loss: You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory: We will cover loss you sustain anywhere in the world.

The Territory General Condition does not apply to this Coverage Form.

3. Additional Definition

"Occurrence" means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

EMPLOYEE DISHONESTY COVERAGE FORM

A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money", "securities", and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee dishonesty"

3. Coverage Extension

Employees Temporarily Outside Coverage Territory:

We will pay for loss caused by an "employee" while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount.
 - b. Upon our request, give us a statement describing the loss.

D. ADDITIONAL EXCLUSIONS, CONDITION AND DEFINITIONS

DEFINITIONS: In addition to the provisions in the Crime General Provisions Form, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
 - a. **Employee Cancelled Under Prior Insurance:** loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
 - b. **Inventory Shortages:** loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.
2. **Additional Condition**
Cancellation As To any Employee: This insurance is cancelled as to any "Employee":
 - a. Immediately upon discovery by:
 - (1) You; or
 - (2) Any of your partners, officers or directors not in collusion with the "employee";
 - b. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing.

The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.
3. **Additional Definitions**
 - a. **"Employee Dishonesty"** in paragraph A.2. means only dishonest acts committed by an "employee", whether identified or not, acting

alone or in collusion with other persons, except you or a partner, with the manifest intent to:

- (1) Cause you to sustain loss; and also
- (2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:

- (a) The "employee"; or
- (b) any person or organization intended by the "employee" to receive that benefit.

- b. **"Occurrence"** means all loss caused by, or involving one or more "employees", whether the result of a single act or series of acts.

THEFT, DISAPPEARANCE AND DESTRUCTION COVERAGE FORM

A. COVERAGE - We will pay for loss of Covered Property resulting directly from the Covered Cause of Loss.

1. Section 1. - Inside the Premises

a. **Covered Property:** "Money" and "securities" inside the "premises" or a "banking premises".

b. **Covered Causes of Loss**

- (1) "Theft"
- (2) Disappearance
- (3) Destruction

c. **Covered Extensions**

(1) **Containers of Covered Property:** We will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the "premises" resulting directly from an actual or attempted:

- (a) "Theft" of; or
- (b) Unlawful entry into those containers.

(2) **Premises Damage:** We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of Covered Property if you are the owner of the "premises" or are liable for damage to it.

2. Section 2. - Outside the Premises

a. **Covered Property:** "Money" and "securities" outside the "premises" in the care and custody of a "messenger".

b. **Covered Causes of Loss**

- (1) "Theft"
- (2) Disappearance
- (3) Destruction

c. **Coverage Extension**

Conveyance of Property by Armored Motor Vehicle Company: We will pay for loss of Covered Property resulting directly from the Covered Cause of loss while outside the "premises" in the care and custody of an armored motor vehicle company.

But, we will pay only for the amount of loss that you cannot recover:

- (1) Under your contract with the armored motor vehicle company, and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" in the applicable Limit of Insurance shown in the DECLARATIONS.

C. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of insurance. In the event more than one Deductible Amount could apply to the loss, only the highest Deductible Amount may be applied.

D. ADDITIONAL EXCLUSIONS, CONDITION AND DEFINITIONS: In addition to the provisions in the Crime General Provisions, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:

- a. **Accounting or Arithmetical Errors or Omissions:** Loss resulting from accounting or arithmetical errors or omissions.
- b. **Acts of Employees, Directors, Trustees Or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives:
 - (1) Acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise.
- c. **Exchanges Or Purchases:** Loss resulting from the giving or surrendering of property in any exchange or purchase.
- d. **Fire:** Loss resulting from damage to the "premises" resulting from fire, however caused.
- e. **Money Operated Devices:** Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- f. **Transfer or Surrender of Property:**
 - (1) Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
 - (a) On the basis of unauthorized instructions; or
 - (b) As a result of a threat to do:
 - (i) Bodily harm to any person; or
 - (ii) Damage to any property.
 - (2) But, this exclusion does not apply under COVERAGE, Section 2. to loss of Covered Property while outside the "premises" or "banking premises" in the care and custody of a "messenger" if you:
 - (a) Had no knowledge of a threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- g. **Vandalism:** Loss from damage to the "premises" or its exterior or to containers of Covered Property by vandalism or malicious mischief.
- h. **Voluntary Parting of Title or Possession of Property:** Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

2. Additional Condition

Duties In The Event Of Loss: If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police.

3. Additional Definition

- a. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- b. **"Messenger"** means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".
- c. **"Occurrence"** means an:
 - (1) Act or series of related acts involving one or more persons; or
 - (2) Act or event, or series or related acts or events not involving any person.
- d. **"Premises"** means the interior of that portion of any building you occupy in conducting your business.
- e. **"Theft"** Means any act of stealing.

CRIME GENERAL PROVISIONS

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

Through this policy the words "you" and "your" refer to the Named Insured shown in the DECLARATIONS. The words "we," "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in the policy.

Unless stated otherwise in any Crime Coverage Form, DECLARATIONS or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime Coverage Forms forming part of this policy.

A. GENERAL EXCLUSIONS: We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
 - b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.
5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. GENERAL CONDITIONS

1. **Concealment, Misrepresentation or Fraud:** This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:
 - a. This insurance;
 - b. The Covered Property;

c. Your interest in the Covered Property; or

d. A claim under this insurance.

2. Consolidation - Merger: If through consolidation or merger with, or purchase of assets of, some other entity:

a. Any additional persons become "employees;" or

b. You acquire the use and control of any additional "premises;"

any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises," but only if you:

a. Give us written notice within 30 days thereafter; and

b. Pay us an additional premium.

3. Coverage Extensions: Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Section.

4. Discovery Period for Loss: We will pay only for covered loss discovered no later than one year from the end of the policy period.

5. Duties in the Event of Loss: After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:

a. Notify us as soon as possible.

b. Submit to examination under oath at our request and give us a signed statement of your answers.

c. Give us a detailed, sworn proof of loss within 120 days.

d. Cooperate with us in the investigation and settlement of any claim.

6. Joint Insured

a. If more than one Insured is named in the DECLARATIONS, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.

b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every insured.

c. An "employee" of any Insured is considered to be an "employee" of every Insured.

d. If this insurance or any of its coverages is cancelled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.

e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

7. Legal Action Against us: You may not bring any legal action against us involving loss;

a. Unless you have complied with all the terms of this insurance; and

b. Until 90 days after you have filed proof of loss with us; and

- c. Unless brought within 2 years from the date you discover the loss.
- 8. Liberalization:** if we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days to or during the policy period, the broadened coverage will immediately apply to this insurance.
- 9. Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:
 - a. The actual amount of loss; or
 - b. The sum of the limits of insurance applicable to those coverages.

10. Loss Sustained During Prior Insurance

- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
 - (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
- b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:
 - (1) This insurance as of its effective date; or
 - (2) The prior insurance had it remained in effect.

11. Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate: If any loss is covered:

- a. Partly by this insurance; and
- b. Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

12. Non-Cumulation of Limit of Insurance: Regardless of the number of years that insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.**13. Other Insurance:** This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the DECLARATIONS.**14. Ownership of Property; Interests Covered:** The property covered under this insurance is limited to property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

15. Policy Period

- a. The Policy Period is shown in the Declarations.
- b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

16. Records: You must keep records of all Covered Property so we can verify the amount of any loss.

17. Recoveries

- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
 - (1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
 - (2) Then to us, until we are reimbursed for the settlement made;
 - (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.
- b. Recoveries do not include any recovery:
 - (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (2) Of original "securities" after duplicates of them have been issued.

18. Territory: This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

19. Transfer of Your Rights of Recovery Against Others to Us: You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

20. Valuation - Settlement

- a. Subject to the applicable Limits of Insurance provision we will pay for:
 - (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
 - (a) At face value in the "money" issued by that country; or
 - (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
 - (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";

(b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

- i. Value of the "securities" at the close of business on the day the loss was discovered; or
- ii. Limit of Insurance.

(3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

- (a) Actual cash value of the property on the day the loss was discovered;
- (b) Cost of repairing the property or "premises;" or
- (c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":

- (1) In the "money" of the country in which the loss occurred; or
- (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.

c. Any property that we pay for or replace becomes our property.

C. GENERAL DEFINITIONS

1. "Employee" means:

- a. Any natural persons:
 - (1) While in your service (and for 30 days after termination of service); and
 - (2) whom you compensate directly by salary, wages or commissions; or
 - (3) Whom you have the right to direct and control while performing services for you; or
- b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises."

But, "employee" does not mean any:

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

2. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

3. **"Property Other Than Money and Securities"** means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.

4. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- a. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use;
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money."

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
AND
IMPORTANT INFORMATION REGARDING TERRORISM RISK
INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:
 - a. the Secretary of Homeland Security; and
 - b. the Attorney General of the United Statesto be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).
3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:
 - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
 - b. (1) if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life, property or infrastructure; and(2) if the act is committed:
 - a) by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed \$100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds \$100 billion. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

A. Paragraph **A.2.** of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel this policy:

- a.** By mailing or delivering written notice of cancellation to:
 - (1) The first Named Insured;
 - (2) Each assignee of the first Named Insured, if the assignee is named in the policy; and
 - (3) Each loss payee or mortgagee or lienholder under property insurance of the first Named Insured, if the loss payee, mortgagee, or lienholder is named in the policy;

at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium. Notice of cancellation for nonpayment of premium will be mailed or delivered to an agent of record of the first Named Insured on or before the day notice is provided to the first Named Insured; or

- b.** By mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added to the **Cancellation** Common Policy Condition:

7. If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. Material misrepresentation;
 - c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
 - d. Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph 7. above:
We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a "covered auto", is suspended or revoked.
9. Notice of cancellation must be delivered or mailed by first-class mail.

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

NONRENEWAL

1. If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.

2. We need not mail this notice if:

- You have accepted replacement coverage;
- You have requested or agreed to nonrenewal; or
- This policy is expressly designated as nonrenewable.

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