



# Lloyd's Certificate

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**This Insurance** is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

James R. Favor & Company  
10555 East Dartmouth Avenue, Suite 330  
Aurora, Colorado 80014

## CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** Please refer to form JRF-FSP-064.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

### Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1 .....	5%	66 - 69 .....	29%	154 - 156 .....	53%	256 - 260 .....	77%
2 .....	6	70 - 73 .....	30	157 - 160 .....	54	261 - 264 .....	78
3 - 4 .....	7	74 - 76 .....	31	161 - 164 .....	55	265 - 269 .....	79
5 - 6 .....	8	77 - 80 .....	32	165 - 167 .....	56	270 - 273 ( 9 mos ) ....	80
7 - 8 .....	9	81 - 83 .....	33	168 - 171 .....	57	274 - 278 .....	81
9 - 10 .....	10	84 - 87 .....	34	172 - 175 .....	58	279 - 282 .....	82
11 - 12 .....	11	88 - 91 ( 3 mos ) .....	35	176 - 178 .....	59	283 - 287 .....	83
13 - 14 .....	12	92 - 94 .....	36	179 - 182 ( 6 mos ) ....	60	288 - 291 .....	84
15 - 16 .....	13	95 - 98 .....	37	183 - 187 .....	61	292 - 296 .....	85
17 - 18 .....	14	99 - 102 .....	38	188 - 191 .....	62	297 - 301 .....	86
19 - 20 .....	15	103 - 105 .....	39	192 - 196 .....	63	302 - 305 ( 10 mos ) ....	87
21 - 22 .....	16	106 - 109 .....	40	197 - 200 .....	64	306 - 310 .....	88
23 - 25 .....	17	110 - 113 .....	41	201 - 205 .....	65	311 - 314 .....	89
26 - 29 .....	18	114 - 116 .....	42	206 - 209 .....	66	315 - 319 .....	90
30 - 32 ( 1 mos ) .....	19	117 - 120 .....	43	210 - 214 ( 7 mos ) ....	67	320 - 323 .....	91
33 - 36 .....	20	121 - 124 ( 4 mos ) ....	44	215 - 218 .....	68	324 - 328 .....	92
37 - 40 .....	21	125 - 127 .....	45	219 - 223 .....	69	329 - 332 .....	93
41 - 43 .....	22	128 - 131 .....	46	224 - 228 .....	70	333 - 337 ( 11 mos ) ....	94
44 - 47 .....	23	132 - 135 .....	47	229 - 232 .....	71	338 - 342 .....	95
48 - 51 .....	24	136 - 138 .....	48	233 - 237 .....	72	343 - 346 .....	96
52 - 54 .....	25	139 - 142 .....	49	238 - 241 .....	73	347 - 351 .....	97
55 - 58 .....	26	143 - 146 .....	50	242 - 246 ( 8 mos ) ....	74	352 - 355 .....	98
59 - 62 ( 2 mos ) .....	27	147 - 149 .....	51	247 - 250 .....	75	356 - 360 .....	99
63 - 65 .....	28	150 - 153 ( 5 mos ) ....	52	251 - 255 .....	76	361 - 365 ( 12 mos ) ....	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
  1. Determine full annual premium as for insurance written for a term of one year.
  2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
  3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

# **CERTIFICATE OF INSURANCE GENERAL DECLARATIONS FRATERNITY / SORORITY INSURANCE PROGRAM**

These general declarations, coverage part declarations, schedules, policy forms, and endorsements complete this CERTIFICATE OF INSURANCE. This Certificate is subject to change by endorsement and cancellation or non-renewal in accordance with its terms. **The Assured is requested to read this Certificate and, if it is incorrect, return it immediately for correction.**

**UNIQUE MARKET REFERENCE NUMBER: B0142AA2300508**

## **SCHEDULE OF COVERAGES**

In return for payment of premium and subject to all the terms of this Certificate, insurance is provided for the coverage listed below.

### **COVERAGE**

**PROPERTY**

### **CERTIFICATE NUMBER**

**2023 SPECIMEN POLICY**

### **NAMED INSURED**

ASSURED: **Specimen Policy**

ADDRESS: **Address, City, State Zip Code**

### **CERTIFICATE PERIOD**

POLICY PERIOD: **Month, Day, Year to Month, Day, Year**

**at 12:01 a.m. local standard time**

### **CERTIFICATE PREMIUM**

PREMIUM: **U.S. \$**

This premium may be subject to adjustment.

### **INSURANCE EFFECTED WITH**

**Certain Underwriters at Lloyd's, London (see schedule)**

# CERTIFICATE OF INSURANCE

## GENERAL DECLARATIONS CONTINUED

### CERTIFICATE FILING INFORMATION

Premium:	U.S.	\$ TBA
Policy Fee:	U.S.	\$ 250.00
Filing Fee:	U.S.	\$ TBA
Surplus Lines Tax:	U.S.	\$ TBA
Stamping Fee:	U.S.	\$ TBA
POLICY TOTAL:	U.S.	\$ TBA

State specific surplus lines disclosure.

## SPECIAL CONDITIONS

**SIGNATURE REQUIRED** - This Certificate shall not be valid unless signed by the correspondent below.

**CORRESPONDENT NOT INSURER** - The Correspondent is not an insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The insurers hereunder are those individual Underwriters at Lloyd's, London whose names can be ascertained as set forth below.

**ASSIGNMENT** - This Certificate shall not be assigned either in whole or in part without the written consent of the Underwriters endorsed hereon.

**ATTACHED CONDITIONS INCORPORATED** - This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered as incorporated herein.

AND AS PER AGREED WORDING ATTACHED HERETO.

Wherever the words "we", "us", "our" or "Company" appear in the wording attached hereto they shall be deemed to read "Underwriters".

Wherever the words "Master Policy" or "Policy" appear in the wording attached hereto they shall be deemed to read "Certificate".

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose definitive numbers and the proportions underwritten by them are as shown below (hereinafter referred to as "the Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves each for his own part, and not for another, their heirs, executors, and administrators.

## THE UNDERWRITERS

AMOUNT PERCENTAGE OR PROPORTION	LLOYD'S SYNDICATE
<u>PERCENT</u>	LLOYD'S SYNDICATE
40.0000	4472 LIB
20.0000	2488 CGM
20.0000	510 KLN
5.0000	1880 TMK
<u>15.0000</u>	4444 CNP
<u>PERCENT TOTAL LINE</u>	
100.000	

### SEVERAL LIABILITY NOTICE

The subscribing Underwriters obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or any part of its obligations.

LSW 1001 (Insurance)

Dated: **TBA**

(Correspondent)  
JAMES R. FAVOR & COMPANY

by: \_\_\_\_\_  
Robert M. Curran, President & CEO

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

NAMED INSURED	POLICY NUMBER
<b>2023 SPECIMEN / MASTER</b>	<b>2023 SPECIMEN / MASTER</b>

<b>FORMS APPLICABLE TO THIS POLICY</b>
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<b>NMA2868</b>	<b>8/24/00</b>	<b>Lloyd's Certificate Policy Jacket</b>
<b>JRF-FS-001</b>	<b>1/1/14</b>	<b>Lloyd's Certificate General Declarations</b>
<b>JRF-FSP-020</b>	<b>9/1/18</b>	<b>Forms Applicable to This Policy</b>
<b>JRF-FSP-021</b>	<b>1/1/10</b>	<b>Named Insured</b>
<b>JRF-FSP-022</b>	<b>2/9/16</b>	<b>Limits of Insurance Declarations</b>
<b>JRF-FSP-023</b>	<b>1/1/10</b>	<b>Deductible Endorsement</b>
<b>JRF-FSP-024</b>	<b>5/8/21</b>	<b>Loss Control Bonus Clause (If Applicable)</b>
<b>JRF-FSP-025</b>	<b>1/1/10</b>	<b>Annual Reporting &amp; Adjustments</b>
<b>JRF-FSP-026</b>	<b>1/1/10</b>	<b>Schedule of Insured Exposures</b>
<b>JRF-FSP-027</b>	<b>1/1/10</b>	<b>Common Policy Conditions</b>
<b>JRF-FSP-040</b>	<b>10/1/14</b>	<b>Building and Personal Property Coverage</b>
<b>JRF-FSP-041</b>	<b>1/1/10</b>	<b>Business Income with Extra Expense Coverage</b>
<b>JRF-FSP-042</b>	<b>10/1/14</b>	<b>General Provisions Form</b>
<b>JRF-FSP-043</b>	<b>1/1/10</b>	<b>Property Damage Legal Liability Coverage Form</b>
<b>JRF-FSP-044</b>	<b>1/1/10</b>	<b>Protective Safeguards Warranty</b>
<b>JRF-FSP-045</b>	<b>9/1/18</b>	<b>Vacant Properties – Restrictions and Conditions</b>
<b>JRF-FSP-061</b>	<b>1/1/10</b>	<b>Biological or Chemical Materials Exclusion</b>
<b>LMA5401</b>	<b>11/11/19</b>	<b>Property Cyber and Data Exclusion</b>
<b>JRF-FSP-063</b>	<b>1/1/10</b>	<b>Applicable Law Clause</b>
<b>JRF-FSP-064</b>	<b>1/1/10</b>	<b>Service of Suit Clause</b>
<b>JRF-FSP-065</b>	<b>1/1/14</b>	<b>Lloyd's Privacy Policy Statement</b>
<b>JRF-FS-002A</b>	<b>1/9/20</b>	<b>U.S. TRIA 2002 Not Purchased Clause (If <u>Not</u> Purchased)</b>
<b>JRF-FS-003A</b>	<b>1/9/20</b>	<b>U.S. TRIA 2002 New &amp; Renewal Business Endorsement (If Purchased)</b>
<b>JRF-FS-004A</b>	<b>1/9/20</b>	<b>U.S. TRIA 2002 In Force Business Endorsement (If Applicable)</b>
<b>JRF-FSP-066</b>	<b>1/1/10</b>	<b>War &amp; Terrorism Exclusion</b>
<b>JRF-FSP-067</b>	<b>1/1/14</b>	<b>Sanction Limitation &amp; Exclusion Clause</b>
<b>LMA3104</b>	<b>1/11/11</b>	<b>Canadian Endorsement (If Applicable)</b>
<b>LMA5179</b>	<b>1/11/11</b>	<b>Canadian Global Slip Endorsement &amp; Interlocking Clause (If App)</b>



# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

NAMED INSURED	POLICY NUMBER
2023 SPECIMEN / MASTER	2023 SPECIMEN / MASTER

FORMS APPLICABLE TO THIS POLICY
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LSW1542F	9/14	Canadian Complaint Protocol (If Applicable)
LMA9030	9/1/13	California Surplus Lines Notice 2 (If Applicable)
LMA9098B	12/10/19	California Surplus Lines Notice 1 (If Applicable)
LMA9168	12/12/19	South Carolina Hurricane, Named Storm or Wind/Hail Deductible Disclosure Notice (If Applicable)
LMA5393	03/25/20	Communicable Disease Endorsement
CP1036	10/1/12	Limitations on Coverage for Roof Surfacing
JRF-FSP-100	1/1/22	Policy Change Endorsement – Roof Surfacing Changes Loss Reporting and Contact Information

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NAMED INSURED WORDING

### THE FIRST NAMED INSURED IS:

To be provided and agreed for each fraternity / sorority account.

### THE NAMED INSURED ALSO INCLUDES:

To be provided and agreed for each fraternity / sorority account.

### OTHER INSUREDS:

All other participating (Name of Fraternity) locations, entities, or organizations including but not limited to chapters, colonies, house corporations, and alumni groups in accordance with the schedule of insured exposures on file with James R. Favor & Company.

Any and all mortgagees and loss payees of any of the above as their respective interests may appear.

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

## LIMITS OF INSURANCE DECLARATIONS

NAMED INSURED	POLICY NUMBER
SPECIMEN / MASTER	SPECIMEN / MASTER

### LIMITS OF INSURANCE

#### COVERED PREMISES

The policy covers only those premises on file with us.

#### BLANKET LIMIT OF INSURANCE PER OCCURRENCE EACH COVERED PREMISES

Except as limited in the forms attached to this policy, we shall not be liable in any one occurrence for more than **\$6,000,000**. In no event shall our aggregate liability under this policy in any one occurrence exceed **\$6,000,000**. Any loss hereunder does not reduce this limit of coverage.

#### ANNUAL AGGREGATE LIMITS EACH COVERED PREMISES

The limit of coverage afforded by this policy for the perils of Earthquake and Flood is subject to the following separate Annual Aggregate Limits.

Earthquake                **\$6,000,000** Annual Aggregate

Flood                      **\$6,000,000** Annual Aggregate

#### SPECIAL LIMITS OF INSURANCE AND COVERAGE EXCEPTIONS

As agreed by underwriters at certain locations in accordance with the records on file with us.

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **DEDUCTIBLE ENDORSEMENT**

The deductibles shown below shall be applicable to any claims under this policy:

All claims arising out of any one occurrence shall be adjusted individually as one claim for each insured location, and from the amount of each such adjusted claim there shall be deducted, for each and every loss, the following sums as the applicable deductible:

### **Earthquake:**

California Locations with Buildings (Minimum);  
5% of the amount of the Building Loss, subject to a minimum deductible of 5% of the last Building Values reported.

All Other Locations (Minimum); \$25,000

### **Flood:**

All Locations (Minimum); \$25,000

### **Named Storm:**

As agreed by underwriters at certain locations in accordance with the deductible records on file with us.

### **Vacant Properties:**

All Locations (Minimum); \$10,000

### **All Other Perils**

All Locations (Minimum); \$2,500

### **Special or Other Deductibles**

As agreed by underwriters at certain locations in accordance with the deductible records on file with us.

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **LOSS CONTROL BONUS CLAUSE**

The premiums and losses of the Insured's Property, General Liability, and Excess Liability Coverages will be combined to determine the potential Loss Control Bonus. Any qualified Loss Control Bonus that may be earned will be entirely paid to the First Named Insured, regardless of the number of other insureds, additional insureds or other parties which are covered by the Insured's Property, General Liability, and Excess Liability Coverages.

**I. Conditions Precedent to the Payment of any Loss Control Bonus.**

Underwriters will only pay a Loss Control Bonus if:

- A. the Insured has renewed coverage with James R. Favor & Company and Underwriters for the next three Policy Periods; and
- B. is currently insured with Underwriters at the time any portion of the Loss Control Bonus is paid.

**II. Interim Loss Control Bonus For Current Policy Period.**

A. **Timing of Payment of Interim Loss Control Bonus.** Upon the last to occur of:

- 1. the date that is 36 months after the end of the current Policy Period; or
- 2. the date on which all property insurance policy claims for the current Policy Period are closed;

the Underwriters may pay to the First Named Insured an interim earned Loss Control Bonus if the insured meets the requirements and qualifications as further outlined below.

B. **Calculation of Amount of Interim Loss Control Bonus.** The amount of the Interim Loss Control Bonus payment is calculated as follows:

- 1. If the Insured's Gross Loss Ratio is more than 60%, the payment will be 0% of Underwriters Net Profit (e.g. there is no payment);
- 2. If the Insured's Gross Loss Ratio is between 50% - 60%, the Interim Loss Control Bonus payment will be equal to 8% of Underwriters Net Profit;
- 3. If the Insured's Gross Loss Ratio is between 40% - 49%, the Interim Loss Control Bonus payment will be equal to 12% of Underwriters Net Profit;
- 4. If the Insured's Gross Loss Ratio is between 0% - 39%, the Interim Loss Control Bonus payment will be equal to 20% of Underwriters Net Profit.

**III. Final Adjustment to Interim Loss Control Bonus Payment**

A. Upon the last to occur of:

- 1. The date on which all general liability policy claims for the current Policy Period are closed; or
- 2. The date on which all excess liability policy claims for the current Policy Period are closed;

a Final Adjustment to the above Loss Control Bonus shall be made.

B. The calculation of the final Adjustment to the Interim Loss Control Bonus Payment shall be made only after:

- 1. all liability of the Underwriters has ceased; and
- 2. all claims files have been closed.

**IV. If the Calculation of the Loss Control Bonus is Negative for any Policy Period.**

If the calculation of the Loss Control Bonus for any Policy Period results in a Net Loss Deficit to Underwriters, that Net Loss Deficit shall be carried forward for the inclusion in the Loss Control Bonus Calculations for the following three subsequent policy periods until fully offset. The Net Loss Deficit will not be carried forward beyond the current Policy Period and the three following Policy Periods.

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

## LOSS CONTROL BONUS FORMULA / DEFINITIONS

### PROPERTY LOSS CONTROL BONUS FORMULA / TABLE

Insured's Gross Loss Ratio	Percentage of Underwriters Net Profit Due Insured
More than 60%	0.00%
50% - 60%	8.00%
40% - 49%	12.00%
0% - 39%	20.00%

#### **DEFINITIONS** (All are based upon the Policy Period.)

**Deficit Carry Forward** is the amount of Net Loss Deficit to underwriters resulting from Gross Incurred Losses from a policy period that exceeded Underwriters Net Earned Premium for that policy period that will be applied to the next policy period's loss control bonus calculation.

**Earned Premiums** means the premium amount paid by the insured for this insurance policy (not including any taxes and fees pertaining to this policy).

**Gross Incurred Losses** are the claim amounts paid by underwriters after application of the insured's deductibles.

**Gross Incurred Losses are the sum of the following:**

1. Claim Reserves – as determined by Third-Party Administrators and Underwriters; plus
2. Claim Payments; plus
3. Claim Expenses:
  - Excluding Expenses for Underwriters' Third-Party Administrator; and
  - Also excluding Expenses for direct Underwriters' Claim Personnel salaries.

**Insured's Gross Loss Ratio** means Gross Incurred Losses divided by Earned Premiums.

**Net Loss Deficit** is the amount by which Gross Incurred Losses exceed Underwriters Net Earned Premium.

**Percentage of Underwriters Net Profit Due Insured** is the percentage amount shown in the Loss Control Bonus Formula Table based on the Insured's Gross Loss Ratio.

**Underwriters Net Earned Premium** means Earned Premium Multiplied by 0.725.

**Underwriters Net Profit** is the amount by which Underwriters Net Earned Premium exceeds Gross Incurred Losses.

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

## LOSS CONTROL BONUS FORMULA / CALCULATION EXAMPLES

### EXAMPLE 1:

Earned Premium: .....\$100,000  
Underwrite's Net Earned Premium: ..... \$100,000 X (multiplied by) 0.725 = \$72,500  
Gross Incurred Losses: .....\$25,000  
Insured's Gross Loss Ratio: ..... (\$25,000 / (divided by) \$100,000) = 25%  
Percentage of Underwriters Net Profit Due Insured (from table on page 2 of 3): ..... 20%  
Earned Loss Control Bonus Amount:  
    \$72,500 Underwriters Net Earned Premium X (multiplied by)  
    Percentage of Underwriters Net Profit Due Insured (from table on page 2 of 3) 20% (0.200)  
    ..... = \$14,500

### EXAMPLE 2:

Earned Premium: .....\$100,000  
Underwriters Net Earned Premium: ..... \$100,000 X (multiplied by) 0.725 = \$72,500  
Gross Incurred Losses: .....\$75,000  
Insured's Gross Loss Ratio: ..... (\$75,000 / (divided by) \$100,000 = 75%  
Percentage of Underwriters Net Profit Due Insured (from table on page 2 of 3): ..... 0%  
Earned Loss Control Bonus Amount:..... since gross loss ratio exceeds 60%, no bonus is earned.

### EXAMPLE 3 (DEFICIT, RESULTING IN DEFICIT CARRY FORWARD):

Earned Premium: .....\$100,000  
Underwriters Net Earned Premium: ..... \$100,000 X (multiplied by) 0.725 = \$72,500  
Gross Losses: .....\$125,000  
Insured's Gross Loss Ratio: ..... (\$125,000 / (divided by) \$100,000) = 125% (DEFICIT)  
Percentage of Underwriters Net Profit Due Insured (from table on page 2 of 3): ..... 0%  
Earned Loss Control Bonus Amount:.....Since gross loss ratio exceeds 60%, no bonus is earned.  
Gross Losses – (less) Underwriters Net Earned Premium = \$125,000 – (less) \$72,500 = \$52,500  
Deficit Carry Forward, which will be applied to offset any potential loss control bonus earned during the next policy period, or added to any additional deficit that may be experienced for the next policy period. The \$52,000 Deficit Carry Forward will be applied until it is offset fully by subsequent earned loss control bonus amounts or until a total of four (4) policy periods have passed (the initial policy period and three subsequent policy periods).

# **FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE**

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

## **ANNUAL REPORTING & ADJUSTMENTS ENDORSEMENT**

**Per Schedule of Exposures Agreed by Underwriters and kept on file with us.**

Coverage under this policy may be provided for one or more locations. Additions, deletions, and adjustments in this policy may be accomplished via an annual reporting of such adjustments under such format and subject to such premium in arrears as are agreed by underwriters.

All other terms and conditions remain unchanged.



# **FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE**

## **SCHEDULE OF INSURED EXPOSURES**

No insurance coverage is afforded under this policy, with respect to any exposures that are not shown in the schedule below:

### **PROPERTY COVERAGE SCHEDULE:**

**Per Schedule of Exposures on file with us.**

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

## COMMON POLICY CONDITIONS

### **CONDITIONS:**

The following Conditions are included in this policy, unless otherwise stated.

#### **A. AUDIT OF BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years thereafter.

#### **B. CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this policy or any coverage by mailing or delivering to us advance written notice of cancellation.
2. If this policy has been in effect for less than 60 days, we may cancel this policy or any coverage by mailing or delivering to the insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or if there is the occurrence of incendiarism on the part of any insured.
  - b. 30 days before the effective date of cancellation if we cancel for failure to meet underwriting standards and/or failure to respond to or implement loss control requirements on the part of any insured.
  - c. 90 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation that ends the coverage. The policy period will end on that date.
5. If this policy or any coverage is cancelled, we will send the insured any premium refund due. If we cancel, the refund will be pro rata. If the insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient and conclusive proof of notice and receipt.
7. Cancellation of Policies in Effect for 60 Days or More:
  - a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy or any coverage by mailing through first class mail to the insured written notice of cancellation at least:
    - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or if there is the occurrence of incendiarism on the part of any insured.
    - (2) 30 days before the effective date of cancellation if we cancel for failure to meet underwriting standards and/or failure to respond to or implement loss control requirements on the part of any insured.
    - (3) 90 days before the effective date of cancellation if we cancel for any other reason.

b. We may cancel this policy based on one or more of the following:

- (1) nonpayment of premium; or
- (2) as permitted by state statute; or
- (3) a false statement knowingly made by the insured or failure to disclose a material fact on the application for procurement or renewal of this insurance; or
- (4) a fraudulent claim; or
- (5) a substantial change in the exposure or risk other than that indicated in the original or renewal application for this insurance and underwritten as of the effective date of the policy unless the insured has notified us of the change and we accept such change.

#### **C. CHANGES**

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

#### **D. COMPLIANCE BY INSUREDS**

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all the terms and conditions of this policy.

#### **E. CONFORMANCE WITH STATE LAWS**

Any terms of this insurance that are in conflict with the applicable statutes of the State in which this policy is effective are amended to conform to such statutes.

#### **F. FIRST NAMED INSURED**

The person or organization first named in the Declarations. Each insured is responsible for payment of all premiums and will act on their own behalf for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premium that becomes payable under this policy.

#### **G. INCREASE IN PREMIUM OR DECREASE IN COVERAGE**

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail or send via fax or e-mail written notice of our intention, including the actual reason, to the First Named Insured's last mailing address known to us, at least 90 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. nonpayment of premium;
2. a false statement knowingly made by the insured on the application for insurance; or
3. a substantial change in the exposure or risk other than that indicated in the original or renewal application for this insurance and underwritten as of the effective date of the policy unless the insured has notified us of the change and we accept such change.

If notice is mailed, proof of mailing will be sufficient and conclusive proof of notice and receipt.

## **H. INSPECTIONS AND SURVEYS**

We have the right but are not obligated to:

1. make inspections and surveys at any time, these will be made at your expense;
2. give you reports on the conditions we find; and
3. recommend or require changes.

Any inspections, surveys, reports, recommendations, or requirements relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. are safe or healthful; or
2. comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service, inspection, or similar organization that makes insurance inspections, surveys, loss control reports or recommendations.

## **I. Joint Loss Adjustment**

1. This condition is intended to facilitate payment in the event of loss or damage to property that is covered by:
  - a. this insurance; and
  - b. Equipment Breakdown insurance; and
  - c. when there is agreement between the insuring companies as to the existence of coverage, but a disagreement as to the amount of the loss or damage to be paid by each insuring company.
2. The provisions of paragraph 3 of this condition apply only if all of the following requirements are met:
  - a. the Equipment Breakdown insurance insuring the covered property contains a provision with substantially the same requirements and procedures as contained in this condition;
  - b. the loss or damage to the covered property was caused by a peril for which both we and the other insuring company(s) admit some liability for payment under the respective policies;
  - c. the total amount of the loss or damage is agreed upon by you, us and the other Equipment Breakdown insurer(s);
  - d. we and the Equipment Breakdown insurer(s) disagree as to the amount of loss or damage that each should pay for the property that is covered under the respective policies; and
  - e. the named insured is the same under the respective policies.
3. If the requirements listed in paragraph 2 above are satisfied, we and the Equipment Breakdown insurer(s) will make payments as follows:
  - a. we will pay, upon your written request, the entire amount for loss or damage that we have agreed upon as being covered solely by this insurance and one-half (1/2) the amount of loss or damage about which we and the Equipment Breakdown insurer(s) disagree;
  - b. the Equipment Breakdown insurer(s) will pay, upon your written request, the entire amount of loss or damage that they have agreed upon as being covered solely by the Equipment Breakdown insurance and one-half (1/2) the amount of loss or damage about which we and the Equipment Breakdown insurer(s) disagree;

- c. the amount in disagreement to be paid by us under this condition shall not exceed the amount payable under the Loss Adjustment Condition(s) of the Equipment Breakdown insurance;
  - d. the amount to be paid under this condition shall not exceed the amount we would have paid had no Equipment Breakdown insurance been in effect at the time of loss or damage;
  - e. acceptance by you of payments under this conditions does not alter, waive or surrender any of our rights under this policy; and
4. We and the Equipment Breakdown insurer(s) agree to submit our differences to arbitration within 90 days after payment, and you agree to cooperate with any arbitration proceedings. There will be three arbitrators: One will be appointed by us, and the second will be appointed by the Equipment Breakdown insurer(s). Then, the two arbitrators will select a third arbitrator. If they cannot agree, either may request that the selection be made by a judge of a court having jurisdiction. A decision agreed to by any two of the three arbitrators will be binding on us and the Equipment Breakdown insurer(s). Judgment on any award may be sought in any court that has jurisdiction.

#### **J. KNOWLEDGE OF OCCURRENCE**

It is hereby understood and agreed, that knowledge of an occurrence by a member, servant, or employee of the insured, shall not in itself constitute knowledge by the insured, unless an executive officer of the insured, shall have received such notice from the member, servant, or employee.

#### **K. MORTGAGEES AND LOSS PAYEES**

With respect to the coverage afforded by this policy, the insured includes any and all Mortgagees, and Loss Payees as their respective interests may appear.

#### **L. NO CONTROL**

This policy shall not be invalidated by any increase in hazard of which the insured is unaware, or over which the insured has no control.

#### **M. NON-RENEWAL**

If we decide not to renew this policy, we will mail through first-class mail or send via fax or e-mail to the first Named Insured shown in the Declarations, written notice of the non renewal at least 90 days before the expiration or renewal date.

If notice is mailed, proof of mailing will be sufficient and conclusive proof of notice and receipt.

#### **N. PERMISSIONS**

We hereby grant the insureds the following permissions:

- 1. to maintain other insurance,
- 2. to store and use any and all materials usual or incidental to the business or occupancy,
- 3. for unoccupancy, year round and/or 24 hour per day operations,
- 4. to modify, or construct additions,
- 5. to make reasonable alterations, temporary or permanent repairs.

#### **O. PREMIUMS**

The insured:

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

#### **P. RESUMPTION OF OPERATIONS**

The insured shall make every reasonable effort to resume complete or partial operations as soon as possible after a loss including the use of substitute facilities and property where practicable.

#### **Q. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

Your rights and duties under this policy may not be transferred without our written consent.

However, if you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of their duties as your legal representative, or to anyone having proper temporary custody of your property until your legal representative has been appointed.

#### **R. UNINTENTIONAL ERRORS OR OMISSIONS**

The coverage afforded by this policy shall not be prejudiced, invalidated, or adversely effected by any errors, omissions, improper descriptions or failure to disclose all hazards existing as of the inception date of the policy, provided that such errors, omissions, improper descriptions, or failure to disclose all hazards is not intentional.

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

## BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Words and phrases that appear in **bold** print have special meanings and are defined in Section 4. Definitions of the General Provisions Form included in this policy.

Throughout this contract, the words “you” and “your” refer to the insureds under this policy. The words “we,” “us” and “our” refer to the company providing this insurance.

### COVERAGE

#### Building Or Personal Property

We will pay for direct physical loss or damage to **building** or **personal property** that occurs during the policy period caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us.

The loss or damage must occur at the premises on file with us, or within 1,000 feet of the premises on file with us, or while **in transit**, unless otherwise stated.

This coverage applies only at those premises for which a Limit Of Insurance is on file with us.

#### Newly Acquired Premises

We will pay for direct physical loss or damage to:

- **building** under construction at existing or newly acquired premises; and
- **building** or **personal property** at newly acquired premises,

caused by or resulting from a peril not otherwise excluded, not to exceed the Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us.

This coverage applies until the first of the following occurs:

- you report the value of the **building** or **personal property** at the newly acquired premises to us;
- 30 days pass from the date you acquire the premises or construction begins on the **building**; or
- this policy expires.

We will charge you additional premium for the reported values from the date you acquire the premises or construction begins on the **building**.

### EXTENSION OF COVERAGE

#### Removal

The following extension of coverage is included under your coverage for **building** or **personal property** and is subject to the applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us.

We will pay for direct physical loss or damage to **building components** or **personal property** while:

- being moved to another location or returned from such location to its original location; or
- temporarily stored at another location,

if you must move the **building components** or **personal property** from such location to preserve it from imminent loss or damage caused by or resulting from a peril not otherwise excluded.

## ADDITIONAL COVERAGES

### Any Other Location

We will pay for direct physical loss or damage to **personal property** at unspecified premises, caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us.

We will also pay for direct physical loss or damage to any **building components** which are temporarily at unspecified premises, caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us.

### Debris Removal

We will pay for the costs you incur to demolish and remove debris of damaged:

- **building, personal property**, at the premises on file with us;
- **personal property** at any other location; or
- **building components** that are temporarily at unspecified premises;

caused by or resulting from a peril not otherwise excluded.

We will also pay up to \$5,000 for the costs you incur at each premises to remove debris of damaged outdoor trees, shrubs or plants caused by or resulting from a peril not otherwise excluded.

Debris removal will be paid only if:

- reported to us in writing within 180 days of the date of the direct physical loss or damage to the **building or personal property**, and
- a Limit Of Insurance applicable to the damaged **building** or **personal property** is shown in the Limits of Insurance Declarations or on file with us.

Debris removal does not apply to costs to:

1. clean up or remove **pollutants** from land, water or air; or
  2. clean up, remove, restore or replace polluted land, water or air, either inside or outside of a **building**; or
- B. demolish and clear the site of the undamaged portion of the **building**.

### Conventions, Conferences Or Exhibitions

We will pay for direct physical loss or damage to **personal property** caused by or resulting from a peril not otherwise excluded while:

- **in transit** to or from any convention, conference or exhibition; or
- at any convention, conference or exhibition,

not to exceed the applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us.



### Fire Department Service Charges

We will pay the charges you:

- assume under any contract or agreement that was in effect at the time of the direct physical loss or damage; or
- are required to pay by local ordinance,

if the fire department is called to save or protect your **building** or **personal property** from direct physical loss or damage caused by or resulting from a peril not otherwise excluded.

The Limit of Insurance for this Additional Coverage is \$25,000.

### Fire Protection Equipment

We will pay the cost you incur to refill your discharged fire protection equipment whether or not there is direct physical loss or damage to your **building** or **personal property**.

The Limit of Insurance for this Additional Coverage is \$25,000.

### Installation

We will pay for direct physical loss or damage to **personal property** caused by or resulting from a peril not otherwise excluded while such **personal property** is:

- A. at a job site or temporarily warehoused elsewhere:
  - 1. awaiting and during installation;
  - 2. awaiting and during tests; or
  - 3. awaiting acceptance by the buyer,
  - 4. **in transit** to or from such job site or temporary warehouse,

The Limit of Insurance for this Additional Coverage is \$100,000.

We will not pay for any loss or damage to:

- **personal property** not a part of or destined to become part of the installation;
- tools; or
- **contractors' equipment**.

### Inventory Or Appraisals

We will pay for the cost of any inventory or appraisal that we require from you to determine the extent of direct physical loss or damage to **building** or **personal property**.

The Limit of Insurance for this Additional Coverage is \$25,000.

### Loss Prevention Expenses

We will pay the reasonable and necessary costs you incur to protect **building** or **personal property** at the premises on file with us from imminent direct physical loss or damage caused by or resulting from a peril not otherwise excluded.

To the extent possible, you must notify us of your intent to incur such cost before you take any loss prevention action. In any event, you must notify us as soon as reasonably possible after you have taken any loss prevention action.

The Limit of Insurance for this Additional Coverage is \$25,000.

### **Pollutant Cleanup Or Removal**

We will pay the costs you incur to clean up or remove **pollutants** from land, water or air, either inside or outside of a **building** at the premises on file with us, if the discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused by or results from a peril not otherwise excluded.

The costs will be paid only if they are reported to us in writing within 180 days of the date the peril occurred which caused or resulted in the discharge, dispersal, seepage, migration, release or escape of the **pollutants**.

We will not pay for the costs to test for, monitor, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**, other than payment for testing that is performed during the cleanup or removal of the **pollutants** from the land, water or air, either inside or outside of a **building**.

This limit shown below is the most we will pay at each premises on file with us for the sum of all such covered costs caused by or resulting from perils not otherwise excluded that occur during each separate 12-month policy period.

The Limit of Insurance for this Additional Coverage is \$25,000.

### **“Fungus”, Wet Rot or Dry Rot**

We will pay for loss or damage by **“fungus”, wet or dry rot** caused by or resulting from a peril not otherwise excluded. We will pay for direct physical loss or damage to Covered Property caused by **“fungus, wet rot or dry rot**, including:

- The cost of removal of the **“fungus”, wet or dry rot**;
- The cost to tear out and replace any part of the building or other property as needed to gain access to the **“fungus”, wet or dry rot**; and
- The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that **“fungus”, wet rot or dry rot** are present.

This limit shown below is the most we will pay at each premises on file with us for the sum of all such covered costs caused by or resulting from perils not otherwise excluded that occur during each separate 12-month policy period.

The Limit of Insurance for this Additional Coverage is \$25,000.

### **Rewards**

We will reimburse you for reward(s) you have paid leading to:

- the successful return of undamaged stolen covered property; or
- the arrest and conviction of any person(s) who have damaged or stolen any of your covered property.

We will pay 25% of the covered loss (prior to the application of any applicable deductible and recovery of undamaged stolen covered property) up to a maximum of \$25,000 for the payments of rewards you make. These reward payments must be documented. No Deductible applies to this Additional Coverage.

### **EXCLUSIONS**

All of the exclusions described in Section 1. Exclusions of the General Provisions Form included in this policy apply to this Building and Personal Property Coverage Form.

## LIMITS OF INSURANCE

The applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us is the most we will pay in any one occurrence.

## DEDUCTIBLE

Subject to the applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us, we will pay the amount of loss or damage in excess of the applicable deductible amount shown in the Deductible Endorsement or on file with us for each occurrence.

If two or more deductibles apply to the same occurrence, only the largest single deductible will apply, unless otherwise stated.

## LOSS PAYMENT BASIS

The Loss Payment Basis provisions applicable to this form are contained in Section 2. Loss Payment Basis of the General Provisions Form included in this policy. Any exceptions applicable to such Loss Payment Basis provisions are described below in the Loss Payment Basis Exceptions of this form.

## LOSS PAYMENT BASIS EXCEPTIONS

### Accounts Receivable Records

**Accounts receivable** loss payment will be determined as follows:

- A. when there is proof that a covered loss has occurred but you cannot accurately establish the amount of **accounts receivable** outstanding at the time of the loss, the amount of the loss will be based on your latest financial statements and will be computed as follows:
  1. determine the amount of all outstanding **accounts receivable** at the end of the same month in the year immediately preceding the year in which the loss occurred;
  2. determine your total gross sales of goods and services for the 12-month period immediately preceding the month in which the loss occurred;
  3. determine your total gross sales of goods and services for the 12-month period immediately preceding the same month in the year immediately preceding the year in which the loss occurred;
  4. calculate the percentage increase or decrease of step 2 over step 3;
  5. the total amount of **accounts receivable** as of the last day of the month in which the loss occurs will be the amount determined in step 4; and
  6. the established monthly amount of **accounts receivable** will be adjusted for the normal fluctuation in the amount of **accounts receivable** in the month in which the loss occurs;
- B. we will deduct from the established total amount of **accounts receivable**:
  1. the amount of any accounts evidenced by records not lost or damaged;
  2. any other amounts you are able to establish or collect; and
  3. an amount to allow for probable bad debts, returns, discounts and allowances which you normally would have been unable to collect;
- C. if you recover the amount of any **accounts receivable** that were included in the amount of the paid loss, you will return the recovered amount to us, up to the total amount of the paid loss. You will keep the amount of any **accounts receivable** you recover in excess of the amount of the paid loss;

- D. you shall take reasonable measures to attempt the reproduction of **accounts receivable records** in an effort to mitigate your **accounts receivable** loss.

#### **Fine Arts**

**Fine arts** are valued based on their **market value** at the time of loss or damage.

**Fine Arts Of Others** are valued on the same basis as your **fine arts**, subject to all other exceptions under Loss Payment Basis Exceptions, but we will not pay more than the amount for which you are contractually liable.

#### **Gold, Gold Salts And Other Precious Metals**

Gold, gold salts and other precious metals are valued based on the average market cost for replacement as published by the American Metals Market during the period of 10 business days immediately preceding the date of loss or damage, or the actual sum you pay for replacement, whichever is less.

#### **Pair Or Set**

In the event of loss or damage to **fine arts** that are part of a pair or set, at your option, we will either pay:

- the **market value** of the entire pair or set. You will return to us the remaining pieces;
- the cost to repair the lost or damaged pieces. You will keep the undamaged pieces. If the pair or set with the repaired pieces has a lower value than it had prior to the loss, we will also pay that difference. In no event will we pay more than the value that the pair or set had prior to the loss or damage; or
- the **market value** of the lost or damaged pieces prior to the loss or damage when the pieces cannot be found or repaired. You will keep the undamaged pieces. If the remaining pieces have a reduced value, we will pay the difference between the value of the remaining pieces prior to the loss or damage and after the loss or damage. In no event will we pay more than the value the pair or set had prior to the loss or damage.

**Personal property of others** is valued on the same basis as **personal property**, subject to all other exceptions described under Loss Payment Basis Exceptions, but we will not pay more than the amount for which you are contractually liable.

Labor, materials and services that you furnish or arrange on **personal property of others** are valued based on the actual cost of the labor, materials and services.

**Valuable Papers** are valued based on the full cost of replacement or reproduction at the time of direct physical loss or damage when they are actually replaced or reproduced.

If **valuable papers** are not replaced or reproduced, the value is based on the cost of blank materials.

**Valuable Papers Of Others** are valued on the same basis as your **valuable papers**, but we will not pay more than the amount for which you are contractually liable.

## **LOSS PAYMENT LIMITATION**

### **Tenant's Improvements And Betterments**

We will not pay for that part of any lost or damaged **tenant's improvements and betterments** which is paid by others.

## **CONDITIONS (INCLUDING COVERAGE TERRITORY)**

The conditions applicable to this form are contained in the Common Policy Conditions and the conditions described in Section 3. Conditions of the General Provisions Form included in this policy.

## **DEFINITIONS**

The definitions applicable to this form are contained in Section 4. Definitions of the General Provisions Form included in this policy.

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

## **BUSINESS INCOME WITH EXTRA EXPENSE COVERAGE FORM**

Words and phrases that appear in **bold** print have special meanings and are defined in Section 4. Definitions of the General Provisions Form included in this policy.

Throughout this contract, the words “you” and “your” refer to the insureds under this policy. The words “we,” “us” and “our” refer to the company providing this insurance.

### **COVERAGE**

#### **Business Income And Extra Expense**

We will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**,

during the **period of restoration**, not to exceed the applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** that occurs during the policy period to **property** at the premises on file with us, or within 1,000 feet of the premises, on file with us, unless otherwise stated.

#### **Newly Acquired Premises**

We will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**,

during the **period of restoration**, not to exceed the applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **property** at newly acquired premises. This coverage applies until the first of the following occurs:

- you notify us of how you want Business Income With Extra Expense to apply to the newly acquired premises;
- 30 days pass from the date you acquire the premises; or
- this policy expires.

We will charge you additional premium from the date you acquire the premises.

## EXTENSIONS OF COVERAGE

### Civil Authority

We will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**,

when a civil authority prohibits access to your premises.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage to property within 5 miles of your premises by a **covered peril**.

The coverage will begin immediately after the time the civil authority prohibits access and will end:

- 30 consecutive days after this coverage begins; or
- when your **business income** coverage ends,

whichever occurs first.

## ADDITIONAL COVERAGES

### Any Other Location

We will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**,

during the **period of restoration**, not to exceed the applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **property** at unspecified premises.

### Conventions, Conferences Or Exhibitions

We will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**,
- during the **period of restoration**.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **personal property** at or while **in transit** to or from, any convention, conference or exhibition.

Not to exceed the applicable Limit of Insurance shown in the Limits of Insurance Declarations or on file with us.

### **Fees**

We will pay for reasonable fees you are obligated to pay outside professionals following a loss covered by this contract when we require such outside professionals to certify your expenses, profit or loss.

This Additional Coverage applies only at those premises for which you have incurred a loss covered by this form.

This Additional Coverage does not apply to your employees or public adjustors.

The Limit of Insurance for this additional coverage is \$25,000.

### **In Transit**

We will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**,
- during the **period of restoration**.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **personal property** while **in transit**.

Not to exceed the applicable Limit of Insurance shown in the Limits of Insurance Declarations or on file with us.

This Additional Coverage does not apply to any **business income** loss or **extra expense**:

- when you are acting as a carrier for hire;
- if you have purchased other insurance which covers any **property** while **in transit**; or
- caused by or resulting from loss or damage to shipments by mail, unless registered.

### **Loss Of Utilities**

We will pay for the actual:

- **business income** loss you incur due to the actual impairment of your **operations**; and
- **extra expense** you incur due to the actual or potential impairment of your **operations**,
- during the **period of restoration**.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to:

- **property**;
- **personal property of a utility** located either inside or outside of a **building**; or
- **service property**,

to supply your premises with such services.

Not to exceed the applicable Limit of Insurance shown in the Limits of Insurance Declarations or on file with us.



We will pay such loss provided that:

- the disruption of service is not due to your failure to comply with the terms and conditions of any contract; and
- the disruption of services has been reported to the utility.

### **Pollutant Cleanup Or Removal**

We will pay for the actual **business income** or **extra expense** loss you incur due to the actual impairment of your **operations** during the **period of restoration**.

This actual impairment of **operations** must be caused by or result from the enforcement of any ordinance or law that requires you to clean up or remove **pollutants** from land, water or air, either inside or outside of a **building**, as a result of direct physical loss or damage by a **covered peril** to **property** at each premises on file with us.

The Limit of Insurance for this Additional Coverage is \$25,000.

### **EXCLUSIONS**

All of the exclusions described in Section 1. Exclusions of the General Provisions Form included in this policy apply to this Business Income With Extra Expense Coverage Form.

### **LIMITS OF INSURANCE**

The applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us is the most we will pay in any one occurrence.

### **DEDUCTIBLE**

Subject to the applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us, we will pay the amount of loss or damage in excess of the applicable deductible amount shown in the Deductible Endorsement or on file with us for each occurrence.

If two or more deductibles apply to the same occurrence, only the largest single deductible will apply, unless otherwise stated.

### **LOSS PAYMENT BASIS**

In making any loss determination under this coverage, we may utilize relevant sources of information, including:

- your financial records and accounting procedures;
- bills, invoices and other vouchers;
- deeds, liens and contracts;
- status and feasibility reports; and
- budgeting and marketing records.

## Business Income

The amount of **business income** loss will be determined based on the:

- net income of your business before the direct physical loss or damage occurred;
- the likely net income of your business if no loss or damage occurred, but not including any **business income** that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the covered loss on customers or on other businesses; and
- your continuing operating expenses, including your continuing normal payroll expenses, necessary to continue or resume **operations** with the same quality of service that existed just before the direct physical loss or damage.

## Extra Expense

The amount of **extra expense** loss will be determined based on:

- all necessary expenses that exceed your normal operating expenses that would have been incurred by **operations** during the **period of restoration**, if no physical loss or damage had occurred; and
- all necessary expenses that reduce the **business income** loss that otherwise would have been incurred.
- all necessary expenses to temporarily continue as nearly normal as practicable the conduct of the Insured's business and extra costs of temporarily using property or facilities of the Insured or others.

We will deduct from the total of such expenses:

- the salvage value that remains of any property bought for temporary use during the **period of restoration**, once **operations** are resumed; and
- any **extra expense** that is paid for by other insurance.

## Resumption Or Continuance Of Operations

We will reduce the amount of any **business income** loss payment to the extent you can resume or continue your **operations**, in whole or in part, by using:

- damaged or undamaged **property** including stock or finished goods;
- any other available premises.

If you elect not to resume or continue **operations**:

- any loss determination for **business income** will be based on the length of time it would have taken to resume or continue **operations** with reasonable speed; and
- we will not make any payment for **extra expense**.

## LOSS PAYMENT LIMITATIONS

### Debris Removal

We will not pay for any **extra expense** you incur for the demolition or removal of debris, but we will pay for such **extra expense** you incur to the extent it reduced the amount of a covered loss that otherwise would have been payable under this policy.

**Increase Of Loss Due To Strikers Causing a Delay**

We will not pay for any increase of loss caused by or resulting from delay in repairing or replacing property or resuming your **operations**, due to interference at the location of the repair, replacement or **operations** by strikers.

**Loss Or Damage To Water**

We will not pay for any **business income** loss or **extra expense** you incur for loss or damage to water.

**CONDITIONS (INCLUDING COVERAGE TERRITORY)**

The conditions applicable to this form are contained in the Common Policy Conditions and the conditions described in Section 3. Conditions of the General Provisions Form included in this policy.

**DEFINITIONS**

The definitions applicable to this form are contained in Section 4. Definitions of the General Provisions Form included in this policy.

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

## GENERAL PROVISIONS FORM

### SECTION 1. EXCLUSIONS

WHEN USED WITH RESPECT TO THE FORMS FORMING A PART OF THIS POLICY, THE APPLICABLE EXCLUSIONS LISTED IN SUCH FORMS ARE DESCRIBED AS FOLLOWS:

#### **Acts Or Decisions**

This insurance does not apply to loss or damage caused by or resulting from acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

This Acts or Decisions exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

#### **Audit**

This insurance does not apply to loss or damage disclosed by an audit or inventory count. In the event the loss or damage is established by independent means, you may use an audit or inventory count to support your claim for that loss.

#### **Disappearance**

This insurance does not apply to loss or damage caused by or resulting from disappearance where there is no physical evidence to show what happened.

This Disappearance exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

#### **Dishonesty**

This insurance does not apply to loss or damage caused by or resulting from fraudulent, dishonest or criminal acts or omissions committed alone or in collusion with others by you, your partners, directors, trustees, employees, anyone performing acts coming within the scope of the usual duties of your employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

This Dishonesty exclusion does not apply to acts of vandalism.

This Dishonesty exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

#### **Electrical Current**

This insurance does not apply to loss or damage caused by or resulting from artificially generated electrical current including electrical arcing the damages electrical devices, appliances or wires.

This Electrical Current exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

### **Governmental Action**

This insurance does not apply to loss or damage caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental authority, whether de jure or de facto regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

This Governmental Action exclusion does not apply to loss or damage caused by or resulting from acts of destruction ordered by governmental authority:

- A. when taken at the time of a fire to prevent its spread; or
  - B. if the act of destruction is made necessary by direct physical loss or damage to:
    - 1. **personal property** while **in transit**; or
    - 2. a conveyance in or on which **personal property** while **in transit** is loaded,
- caused by or resulting from a peril not otherwise excluded.

### **Inherent Vice / Latent Defect**

This insurance does not apply to loss or damage caused by or resulting from inherent vice or latent defect.

This Inherent Vice / Latent Defect exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

### **Insects Or Animals**

This insurance does not apply to loss or damage caused by or resulting from nesting or infestation by, or discharge or release of waste products or secretions of:

- insects;
- birds;
- rodents; or
- other animals.

This Insects Or Animals exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

### **Loss Of Market**

This insurance does not apply to loss or damage caused by or resulting from loss of market, loss of use or delay.

### **Mechanical Breakdown**

This insurance does not apply to loss or damage to property caused by or resulting from mechanical breakdown of that property.

This Mechanical Breakdown exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

### **Money & Securities**

This insurance does not apply to loss or damage to **money and securities**.

**Nuclear Hazard**

This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

This Nuclear Hazard exclusion does not apply to ensuing loss or damage caused by or resulting from fire, if the fire would be covered under this insurance.

**Planning, Design, Materials Or Maintenance**

This insurance does not apply to loss or damage (including the costs of correcting or making good) caused by or resulting from any error in or any faulty, inadequate or defective:

- planning, zoning, development, surveying, siting;
- design, specifications, plans, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- materials used in repair, construction, renovation or remodeling; or
- maintenance,

of part or all of any property on or off the premises on file with us.

This Planning, Design, Materials Or Maintenance exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

**Pollutants**

This insurance does not apply to loss or damage caused by seepage and/or pollution and/or contamination except loss or damage to the property insured caused by:

- A. Seepage and/or pollution and/or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices dropped therefrom, earthquake, storm, flood, bursting, overflowing, discharge or leakage of watertanks apparatus or pipes, sprinkler leakage, or impact by any road vehicle or animal.
- B. Any of the causes listed in A. above which itself results from seepage and/or pollution and/or contamination.

However, this insurance only insures destruction or damage provided the Insured becomes aware of and advises Insurers within 12 months of the commencement of such destruction or damage.

**Rust**

This insurance does not apply to loss or damage caused by or resulting from rust, oxidation, corrosion or discoloration.

This Rust exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

**Settling**

This insurance does not apply to loss or damage caused by or resulting from settling, cracking, shrinking, bulging or expansion of paved or concrete surfaces, foundations, walls, floors, roofs, ceilings and swimming pools.

This Settling exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

### **Steam Boiler**

This insurance does not apply to loss or damage to any steam boiler, steam pipe, steam turbine, or steam engine owned or leased by you, or operated under your control, caused by or resulting from any condition or occurrence within that steam boiler, steam pipe, steam turbine, or steam engine; and

- Any resulting **business income** loss; or
- Any resulting **extra expense**.

### **Suspension, Lapse Or Cancellation Of Any Lease, License, or Contract**

This insurance does not apply to loss or damage caused by or resulting from the suspension, lapse or cancellation of any lease, license, or contract.

### **Members & Tenants Property**

This insurance does not apply to loss or damage to any personal property of members or tenants.

### **Voluntary Parting**

This insurance does not apply to loss or damage caused by or resulting from voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

This Voluntary Parting exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

### **War And Military Action**

This insurance does not apply to loss or damage caused by or resulting from:

- war, including undeclared or civil war;
- warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- insurrection, rebellion, revolution, usurped power or action taken by governmental authority, whether de jure or de facto in hindering or defending against any of these, regardless of any other cause or event that directly or indirectly:
  - contributes concurrently to;
  - contributes in any sequence to; or
  - worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

### **Wear And Tear**

This insurance does not apply to loss or damage caused by or resulting from wear and tear or deterioration.

This Wear And Tear exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

## SECTION 2. LOSS PAYMENT BASIS

THE FOLLOWING LOSS PAYMENT PROVISIONS APPLY TO ALL FORMS CONTAINED WITHIN THIS POLICY, EXCEPT PROPERTY DAMAGE LEGAL LIABILITY, OR AS OTHERWISE STATED.

**Subject to the applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us:**

- A. Covered property is valued on a replacement cost basis as described below, unless:
1. the Loss Payment Basis on file with us or below is **actual cash value**; or
  2. otherwise stated under Loss Payment Basis Exceptions; and
- B. valuation also includes, for:
1. **building or personal property**, costs you incur as described below under Ordinance Or Law, Construction Fees, Brands And Labels and Extended Warranties;
  2. **electronic data processing equipment or telephone equipment**, costs you incur as described below under Extended Warranties;
  3. **building or renovations under construction**, costs you incur as described below under Ordinance Or Law, Construction Fees and Extended Warranties;
  4. **personal property while in transit**, general average and salvage charges you incur on covered waterborne shipments of **personal property**.

### Our Loss Payment Options

In the event of loss or damage covered by this insurance, at our option we will either:

- pay the covered value of the lost or damaged covered property;
- pay the cost of repairing or replacing the lost or damaged covered property plus any reduction in value of the repaired item;
- take all or any part of the covered property at an agreed or appraised value; or
- repair or replace the covered property with other such property of comparable material and quality for the same use or occupancy.

### Replacement Cost Basis

Lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage, but not more than you actually spend to repair or replace such property at the same or another location for the same use or occupancy. There is no deduction for physical deterioration or depreciation.

If **electronic data processing media** is not replaced or reproduced, the value is based on the cost of blank materials.

If you do not repair or replace the covered property, we will only pay as provided under **Actual Cash Value** Basis.

If you commence the repair or replacement of the lost or damaged covered property within 12 months from the date of the loss or damage, we will pay you the difference between the **Actual Cash Value** previously paid and the lesser of the replacement cost at the time of:

- loss or damage; or
- actual replacement.



### Actual Cash Value Basis

If the Loss Payment Basis on file with us is **actual cash value**, lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage with material of like kind and quality, less allowance for each of the following:

- physical deterioration;
- physical depreciation;
- obsolescence; and
- depletion.

### Ordinance Or Law

If there is an ordinance or law in effect at the time of loss or damage that regulates zoning, land use or construction of a **building, personal property or building or renovations under construction**, and if that ordinance or law affects the repair or replacement of the lost or damaged **building, personal property or building or renovations under construction**, and if you:

- A. repair or replace the **building, personal property or building or renovations under construction** as soon as reasonably possible, the valuation will include:
  1. a. the replacement cost of the damaged and undamaged portions of the **building**,  
b. **personal property or building or renovations under construction**; or  
c. the **actual cash value** of the damaged and undamaged portions of the **building, personal property or building or renovations under construction** (if the applicable Loss Payment Basis on file with us is **actual cash value**);
  2. the costs to demolish and clear the site of the undamaged portion of the **building, personal property or building or renovations under construction**; and
  3. the increased cost to repair or replace the **building or building or renovations under construction** to the same general size or **personal property** for the same general use, to the minimum standards of such ordinance or law, except we will not include any costs:
    - a. for land, water or air, either inside or outside of a **building**;
    - b. foundations or supports below the surface of the lowest floor or basement, or **outdoor trees, shrubs, plants or lawns**;
    - c. incurred outside the legal property boundry of the premises on file with us;
    - d. if **building, personal property or building or renovations under construction** is valued on an **actual cash value** basis; or
    - e. for any ordinance or law that you were required to, but failed to, comply with before the loss;

B. do not repair or replace the **building, personal property** or **building or renovations under construction**, the valuation will include:

1. the **actual cash value** of the damaged and undamaged portions of the **building, personal property** or **building or renovations under construction**; and
2. the cost to demolish and clear the site of the undamaged portion of the **building, personal property** or **building or renovations under construction**.

When direct physical loss or damage is caused by or results from both:

- a peril not otherwise excluded; and
- an excluded peril,

**the valuation will not include the Ordinance Or Law costs attributable to the excluded peril. Instead, the valuation will be based on that portion of such costs equal to the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage, not including Ordinance Or Law costs, unless the Ordinance Or Law applies solely to that portion of the building, personal property or building or renovations under construction which suffered the covered direct physical loss or damage.**

### **Construction Fees**

**Building, personal property** and **building or renovations under construction** valuation includes necessary and incurred architectural, engineering, consulting, decorating and supervisory fees related to the construction and repair of the lost or damaged **building, personal property** and **building or renovations under construction**.

### **Brands And Labels**

**Personal property** valuation includes the cost of:

- replacing labels, capsules, wrappers or containers from damaged **personal property**; or
- identifying and reconditioning damaged **personal property**.

In the event of damage to stock, you have two options when:

- you do not want to sell your damaged stock under your brand or label; or
- the owner of any damaged stock in your care, custody or control does not want to sell that damaged stock under the owner's brand or label;

even though the damaged stock has salvage value, you may:

- remove the brand or label and then relabel the damaged stock to comply with the law; or
- label the damaged stock as "salvage" but, in doing so, cause no further damage to the stock.

In either case, the **personal property** valuation will include the difference between:

- the salvage value of the damaged stock with the brand or label attached; and
- the salvage value of the damaged stock with the brand or label removed.

### **Extended Warranties**

**Personal property, building components, electronic data processing equipment, telephone equipment**, valuation includes the pro rata portion of the original cost based on the period of time remaining in your nonrefundable extended warranties, maintenance contracts or service contracts that you purchased and which are no longer valid on lost or damaged:

- **personal property, electronic data processing equipment** or **telephone equipment**; or
- **building components** consisting of permanently installed or intended to be permanently installed machinery and equipment, that you repair or replace.

## SECTION 3. CONDITIONS

THE FOLLOWING CONDITIONS APPLY TO ALL FORMS CONTAINED WITHIN THE PROPERTY/BUSINESS INCOME INSURANCE FORMS OF THIS POLICY, EXCEPT PROPERTY DAMAGE LEGAL LIABILITY, OR AS OTHERWISE STATED.

### **Abandonment**

There can be no abandonment of any covered property to us unless we specifically agree to such abandonment in writing.

### **Appraisal**

If you and we do not agree on the amount of the loss or damage, either party may make a written demand for an appraisal of the loss or damage. In this event, you will select and pay a competent and impartial appraiser, and we will select and pay a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make the selection. Each appraiser will separately state the value of the property and the amount of the loss or damage. If the appraisers do not agree, they will submit their statements to the umpire. Agreement by the umpire and either of the appraisers will be binding on you and us.

You and we will equally share any other appraisal costs and the costs of the umpire.

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

### **Concealment Or Misrepresentation**

This insurance is void for any insured that intentionally conceals or misrepresents any material fact or circumstance relating to this insurance at any time.

### **Coverage Territory**

The coverage territory is worldwide.

### **Insured's Duties In The Event Of Loss Or Damage**

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

- Notify us, or one of our authorized representatives, as soon as possible, as to what occurred. Include a description of the property involved, the time and place of the loss or damage, and names and addresses of available witnesses. If there has been loss or damage that may result in a loss under any **Business Income** or **Extra Expense** Insurance, notify us by telephone, telegraph or facsimile at our expense.
- Notify the police if a law may have been broken.
- Take every reasonable step to protect the covered property from further damage, and keep a record of your expenses necessary to protect such covered property for consideration in the settlement of the claim. This will not increase any Limit Of Insurance on file with us. Also, if feasible, set such damaged property aside and in the best possible order for examination.
- If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
- File with us, or with our authorized representative, sworn proof of loss within 180 days after the date of loss or damage.
- Cooperate with us in the investigation, settlement or handling of any claim.
- Authorize us to obtain records or reports necessary for our investigation.

- At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss or damage claimed.
- As often as may be reasonably required, permit us to inspect the property and examine your books and records.
- Permit us to take samples of the damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- Permit us to examine any insured under oath, outside the presence of any other insured at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

Failure of an agent or one of your employees, other than an officer, to notify us of any loss or damage that he knows about will not affect the insurance afforded you by this policy.

### **Legal Action Against Us**

No legal action may be brought against us unless:

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

### **Liberalization**

If we adopt any changes:

- within 45 days prior to the effective date shown in the Declarations; or
- during the policy period,

which could broaden this insurance without an additional premium charge, you will automatically receive the benefit of the broadened coverage.

### **Loss Payable – Other Than Buildings**

For covered property (other than **building**), in which both you and a Loss Payee on file with us have an insurable interest, we will:

- adjust losses with you; and
- pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

### **Loss Payment**

- A. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this insurance, and:
  1. we have reached agreement with you on the amount of loss; or
  2. an appraisal award has been made.
- B. We will not pay you more than your financial interest in the covered property.
- C. We may adjust losses with the owners of lost or damaged covered property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' covered property. We will not pay the owners more than their financial interest in such property.
- D. We may elect to defend you against suits arising from claims of owners of covered property. We will do this at our expense.

## **Mortgage Holder – Buildings**

We will pay for loss or damage to **building** or **building or renovations under construction** jointly to you and the mortgage holder on file with us, as interests may appear.

However, your mortgage holder has the right to receive loss payment, even though:

- you failed to comply with the terms of this insurance; or
- your mortgage holder starts foreclosure or similar actions on the **building** or **building or renovations under construction**.

If we make loss payments to your mortgage holder when you fail to comply with the terms of this insurance, you will have to pay us to the extent we pay the mortgage holder. Your mortgage holder will still have the right to receive the balance of the mortgage debt from you.

We also have the right to take over your mortgage after making loss payment to the mortgage holder. If we do, you will pay your remaining mortgage debt to us.

If you fail to pay your premium, we may request it from your mortgage holder.

The mortgage holder must notify us of any change in ownership known to the mortgage holder.

If we cancel this insurance, we will give written notice to the mortgage holder at least:

- 30 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- 30 days before the effective date of cancellation if we cancel for any other reason.

To satisfy the requirements of any mortgage holder on file with us, copies of policies or certified copies of policies may be sent to these mortgage holders. In no event are copies of policies sent to mortgage holders to be considered as increasing the Limits Of Insurance on file with us or changing the terms of this insurance, nor are they to be considered duplicate or contributing insurance.

## **No Benefit To Carrier Or Bailee**

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

## **Other Insurance**

You may have other insurance covering the same loss as the insurance under this coverage form. If you do, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis.

For **personal property** that is the subject of a contract of sale, this insurance will apply on a pro rata basis with any other insurance covering such property.

This insurance is excess of:

- the amount you recover under other insurance for the loss of your interest in **tenant's improvements and betterments** or for the repair or replacement of lost or damaged **tenant's improvements and betterments**; or
- any other insurance covering your interest or the interest of others in property which is **personal property of others**.

**Recovered Property**

If any lost or damaged covered property is recovered by you or us after a loss payment is made, the party making the recovery must give the other party prompt notice.

If any recovered covered property has a salvage value, we shall control the disposition of such salvage.

When covered property is recovered, you may:

- keep the recovered property and return the loss payment to us; or
- keep the loss payment and we will keep the recovered property.

If any recovered property has salvage value or if there is any money recovered through subrogation, you will be entitled to all recoveries in excess of the amount paid by the company less the actual cost of such recoveries.

When any recovered covered property that you choose to keep is in need of repair, we will pay for the repairs subject to the applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us.

**Separation of Insureds**

Except with respect to the Limits of Insurance, the insurance under this policy applies separately to you and to each and every separate insured.

**Transfer Of Rights Of Recovery To Us**

If any person to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair our rights.

You may waive your rights against another party in writing:

- A. prior to direct physical loss or damage to insured property; or
- B. after direct physical loss or damage to insured property only if, at the time of direct physical loss or damage, that party is one of the following:
  - 1. someone insured by this insurance;
  - 2. an individual who owns or controls the majority of capital stock of your business;
  - 3. a related business firm majority-owned or controlled by you, or that owns or controls the majority of the capital stock of your business; or
  - 4. your tenant.

This will not restrict your insurance.

## SECTION 4. DEFINITIONS

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS POLICY:

**Accounts receivable** means:

- the money due you that you are unable to collect from customers;
- interest charges on any loan that you secure to offset your reduced cash flow;
- additional collection costs;
- reasonable expenses to re-establish your **accounts receivable records**; and
- the cost of blank **accounts receivable records**.

**Accounts receivable records** means accounting records, including support records such as invoices and accounting records on **electronic data processing media**, used to control and document the collection of money due from customers.

**Actual cash value** means the cost to repair or replace at the time of loss or damage with material of like kind and quality, less allowance for each of the following:

- physical deterioration;
- physical depreciation;
- obsolescence; and
- depletion.

**Building** means:

- a structure;
- **building components**;
- paved or concrete surfaces;
- retaining walls;
- completed additions;
- additions to the structure under construction; and
- alterations and repairs to the structure.

**Building** does not mean:

- land, water or air, either inside or outside of a structure;
- cost of excavations grading and filling, underground flues, pipes, drains, or wiring, foundation or supports or other property below the surface of the lowest floor or basement;
- **outdoor trees, shrubs, plants or lawns**; or
- any structure you do not own, occupy and are not legally or contractually required to insure.

**Building components** means:

- glass forming a part of a structure;
- **personal property** consisting of materials, machinery, equipment, supplies and temporary structures used for making additions or repairs to a structure;
- outdoor fixtures;
- outdoor and indoor signs;
- permanently installed fixtures, machinery and equipment; and
- **personal property** used to maintain or service a structure or its premises.

**Building or renovations under construction** means:

- **buildings under construction**; or
- **renovations under construction**.

**Building under construction** means:

- A. a structure in the course of construction; and
- B. the following, if attached to the structure, intended to become a part of the structure, or within 1,000 feet of the premises on file with us where the structure is under construction:
  1. **building components**;
  2. paved or concrete surfaces;
  3. retaining walls;
  4. building materials and supplies, including those in your care, custody or control:
    - a. at a job site awaiting and during installation; or
    - b. **in transit** to a job site; and
  5. temporary structures built or assembled on site, including cribbing, scaffolding and construction forms, if not covered by other insurance.

**Building under construction** does not mean:

- land, water or air, either inside or outside of a structure in the course of construction;
- cost of excavations grading and filling, underground flues, pipes, drains, or wiring, foundation or supports or other property below the surface of the lowest floor or basement;
- **outdoor trees, shrubs, plants or lawns**;
- **contractors' equipment**; or
- any structure in the course of construction you do not own, occupy and are not legally or contractually required to insure.

**Business income** means:

- A. the insured's total income from all sources including rental income from tenants, that would have been earned or received from the operation of the business during the **period of restoration** had there been no Loss or Damage;
- B. your continuing normal operating and payroll expenses;
- C. charges you incur which are the legal obligation of your tenant(s) which would otherwise be your obligations; and
- D. the cost you are required to pay to rent temporary premises when that portion of the premises on file with us occupied by you is untenable, not to exceed the fair rental value of such untenable portion of the **building** you occupy.

**Contractors equipment** means the contractors' machinery and equipment, including accessories, tools, and spare parts for the contractors' machinery and equipment, usual to your business which you own, lease or borrow, and for which you are liable.

**Covered peril** means a peril covered by the Form(s) shown in the Schedule Of Forms, except Property Damage Legal Liability, applicable to the lost or damaged **property**.

For the purposes of determining a **covered peril** for:

- **personal property of a utility**: or
- **service property**,

such property shall be treated as your **property** and subject to the terms and conditions of the form(s) shown in the Schedule Of Forms applicable to such loss or damage.



**Earthquake** means the tectonic movement, vibration, shaking, or trembling of a part of the earth's surface or crust due to the faulting of rocks.

All **earthquake** shocks that occur within any period of (72) hours shall be considered to be a single **earthquake**.

**Electronic data processing equipment** means:

- data processing systems;
- electronic systems consisting of separately identifiable and removable component memory or control boxes that are attached to and control production machinery, but not the production machinery itself; and
- equipment, component parts and related peripheral equipment, including air-conditioning and fire protection equipment, used solely for data processing operations.

**Electronic data processing equipment** does not mean:

- systems, equipment or parts held for sale or distribution;
- systems, equipment or parts that have been sold;
- systems, equipment or parts in the course of manufacture; or
- **telephone equipment**.

**Electronic data processing media** means:

- punch cards, tapes, discs, diskettes, drums, cells;
- other magnetic or optical recording or storage devices;
- any software, data or other information recorded on such media; and
- any original source material used to enter or program such information.

**Electronic data processing media** does not mean:

- media held for sale or distribution;
- media that has been sold; or
- **telephone equipment**.

**Electronic data processing property** means:

- **electronic data processing equipment**;
- **electronic data processing media**; and
- **telephone equipment**.

**Extra expense** means all expenses you incur:

- in an attempt to continue **operations**, over and above the expenses you would have normally incurred; and
- any expenses for temporary or permanent repairs, to protect the property from imminent, further, or repeated damage, or for the purpose of reducing income loss, and
- to replace any **property**, or to research or restore the lost information on damaged **valuable papers**, records and media, if such action will reduce any loss we would pay under this insurance.

**Fine arts** means:

- paintings, rare books, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statuary, potteries, porcelains, marble and other bona fide works of art; or
- items of rarity or historical value.

**Flood** means:

- waves, tidal water or tidal waves; or
- water rising or overflowing or breaking of any boundary,

of natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans, or any other body of water or watercourse, whether driven by wind or not.

**Flood** does not include:

- a peril not otherwise excluded that ensues from flood; or
- tsunami resulting from earthquake.

**Fungus** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**In transit** means: being shipped by air, surface or waterborne conveyance from the time beginning:

- when, if shipped from your premises in or on conveyances you own, lease or operate, the property departs your premises;
- when, if shipped from premises of others in or on conveyances you own, lease or operate, the property is transferred into your care, custody or control; or
- when the property is actually moved from the point of shipment bound for a specified destination, if shipped in or on any other conveyance;

and ending:

- when the property is accepted by, or on behalf of, the consignee at the intended destination;
- when the property is accepted by, or on behalf of, the consignee at any intermediate point short of reaching the original intended destination;
- at such point where you, or the owner of the property if other than you, order the property stopped and held pending instructions. However, this does not apply to property while in the custody of a carrier for hire and which is being held at a location other than the intended destination by such carrier's "on-hand" department for a period not to exceed 30 days; or
- when, if shipped to your premises in or on conveyances you own, lease or operate, the property arrives at your premises.

**In transit** includes ordinary, reasonable, and necessary stops, interruptions, delays, or transfers incidental to the route and method of shipment but not while at premises you own, lease or operate.

**In transit** also includes the period of time during which:

- there is a substantial and unauthorized deviation from the normal route by a carrier for hire; or
- the contract of carriage is, without your knowledge, abandoned en route by a carrier for hire, its agent, or its driver.

**In transit** does not mean:

- A. property shipped by mail, unless shipped by registered mail;
- B. import shipments, within the Coverage Territory, until such time as ocean marine insurance has ceased to cover such property;
- C. export shipments once:
  1. loaded on board any steamer or other watercraft; or
  2. ocean marine insurance has begun to cover such property, whichever occurs first; or
- D. property owned by others when you are acting as a carrier for hire.

**Market value** means the price that the **fine arts** might be expected to realize if offered for sale in a fair market on the date of loss or damage.

**Money** means:

- currency, coins, bank notes or bullion;
- food stamps;
- checks or drafts drawn on any account; or
- travelers checks, registered checks and money orders, held for sale to the public.

**Occurrence** means loss or damage or series of losses or damages resulting from a peril or perils not otherwise excluded that arise from a single cause or source within the policy period.

**On-line access providers** means companies through whom you:

- access information made available by third parties; or
- make information available to third parties,

via computer or other electronic system.

**Operations** means your business activities occurring at your premises prior to the loss, including the tenantability of such premises.

**Outdoor trees, shrubs, plants or lawns** means outdoor trees, shrubs, plants or lawns you own on the premises on file with us.

**Outdoor trees, shrubs, plants or lawns** does not mean:

- growing crops, trees, shrubs, plants or lawns that you hold for sale; or
- growing crops.

**Overhead communication, transmission or distribution equipment** means:

- overhead communication, transmission or distribution lines;
- overhead transformers; or
- other similar overhead communication, transmission or distribution equipment,

and all their supporting towers and poles.

**Period of restoration** means the period of time that begins immediately after the time of direct physical loss or damage by a **covered peril** to **property**.

**Period of restoration** will continue until your **operations** are restored, to the condition that existed prior to time the direct physical loss or damage occurred, including the time required to:

- A. repair or replace the **property**; or
- B. repair or replace the **property** to comply with the minimum standards of any ordinance or law that:
  1. regulates the repair or replacement of any **property**;
  2. requires the tearing down of parts of any **property** not damaged by a **covered peril**; and
  3. is in force on the date of the direct physical loss or damage.

The expiration date of this policy will not cut short the **period of restoration**.

If the **period of restoration** ends less than 90 days before the beginning of the next school year, the **period of restoration** shall include the next school year. The beginning of the school year means the opening date of school in the Fall as shown in the school catalog.

**Period of restoration** does not include any increased period required to comply with any ordinance or law:

- you were required to comply with before the direct physical loss or damage;
- involving any property outside the legal boundary of the premises on file with us; or

- excluded peril, the **period of restoration** only includes the length of time required to repair or replace the property lost or damaged by a **covered peril**.

**Personal property** means:

- all your business personal property including stock or finished goods;
- business personal property in which you have an insurable interest;
- **electronic data processing equipment, electronic data processing media, electronic data processing property;**
- **personal property of others;**
- **Accounts Receivable, Fine Arts, Valuable Papers & Records;**
- labor, materials and services furnished or arranged by you on **personal property of others;**
- signs, fixtures, glass, **tenant's improvements and betterments, Unamortized Costs;** and
- glass in **buildings** you do not own if you are legally or contractually required to maintain such glass.

**Personal property** does not mean:

- **building**, except **tenant's improvements and betterments, Unamortized Costs** and glass in **buildings** you do not own if you are legally or contractually required to maintain such glass;
- land, water or air, either inside or outside of a structure;
- personal property of employees;
- growing crops, **outdoor trees, shrubs, plants or lawns;**
- vehicles or machines required to be licensed for use on public roads;
- **contractors' equipment;**
- self-propelled watercraft, or any other watercraft in water;
- aircraft, except aircraft manufactured, processed, warehoused or held for sale while on the ground;
- **money or securities;**
- personal property sold under a conditional sale or trust agreement or an installment or deferred payment plan after delivery to customers;
- import shipments prior to either discharge from aircraft or oceangoing vessel or termination of the risk assumed by cargo insurance;
- export shipments after either being loaded on aircraft or oceangoing vessel or having come under the protection of cargo insurance; or
- animals.

**Personal property of others** means **personal property** not owned by you and in your care, custody or control.

**Personal property of others** does not include **personal property** of employees unless a Limit of Insurance is on file with us.

**Personal Property Of A Utility** means personal property owned or leased by a utility.

**Pollutants** means:

- any solid, liquid gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fibers, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed;
- organisms or microorganisms, including bacteria, fungus, mold or their spores or products; or
- viruses or other pathogens.

**Property** means:

- **building;**
- **personal property,**

as defined in their respective property form(s) shown in the Schedule of Forms Applicable.

**Renovations under construction** means additions, improvements, alterations or repairs to an existing structure, including:

- A. the following property located in the building, on premises, within 1,000 feet of the premises on file with us or while **in transit** to the premises on file with us if such property is intended to become a permanent part of the structure:
  1. fixtures, machinery and equipment used to service the structure; and
  2. your building materials and supplies, or those in your care, custody or control, used in the construction; and
- B. temporary structures built or assembled on the premises shown in the Declarations, including cribbing, scaffolding and construction forms, if not covered by other insurance.

**Renovations under construction** does not mean:

- any portion of a structure existing prior to the additions, improvements, alterations or repairs;
- paved or concrete surfaces;
- retaining walls;
- **building under construction;**
- **contractors' equipment;** or
- land, water or air, either inside or outside of a structure.

**Securities** means:

- all negotiable and nonnegotiable instruments or contracts that represent either **money** or other property held by you in any capacity;
- revenue and other stamps in current use;
- tokens;
- tickets; and
- property of others that you hold as a pledge or as collateral for a loan.

**Securities** does not mean **money**.

**Service property** means property outside of a **building**, owned or leased by you and used either on or off the premises on file with us, to supply such premises with water, communication, power, natural gas or sewage treatment service.

**Telephone equipment** means telephone systems and their component parts you own or are in your care, custody or control.

**Telephone equipment** does not mean telephone systems or their component parts for sale or sold.

**Tenant's improvements and betterments** means fixtures, alterations, installations or additions:

- you make a part of a **building** you occupy but do not own; and
- you acquire or make at your expense but cannot legally remove.

**Tenant's improvements and betterments** does not mean:

- land, water or air, either inside or outside of a structure;
- paved or concrete surfaces;
- retaining walls;
- foundations or supports below the surface of the lowest floor or basement;
- **outdoor trees, shrubs, plants or lawns**; or
- growing crops.

**Unamortized Costs** means the period of time remaining in your lease at the time of loss or damage divided by the period of time from the date the **tenant's improvements and betterments** were made to the date that your lease expires.

**Valuable papers** means valuable:

- papers, documents, records, negatives, transparencies;
- manuscripts, accounts, microfilm;
- tapes of all types; and
- original plans, blueprints, specifications or designs.

**Valuable papers** does not mean:

- **electronic data processing media**;
- **money**; or
- **securities**.

**Wind Damage** means all damage to insured property that occurs within a period of (72) hours shall be considered a single loss or occurrence.

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

## PROPERTY DAMAGE LEGAL LIABILITY COVERAGE FORM

Words and phrases that appear in **bold print** have special meaning and are described in Section 4. Definitions of the General Provisions Form included in this policy.

Throughout this form the word “you” and “your” refer to the Insured’s under this policy. The words “we”, “us” and “our” refer to the Company providing this insurance.

### **COVERAGE**

We will pay those sums that you become legally obligated to pay as damages because of direct physical loss or damage, including loss of use, to “covered property” that occurs during the policy period caused by a peril not otherwise excluded. We will have the right and duty to defend any “suit” seeking those damages. But:

- the amount we will pay for damages is limited as described below in Limits of Insurance;
- we may investigate and settle any claim or “suit” at our discretion; and
- our right and duty to defend end when we have used up the Limit of Insurance in the payment of judgments or settlements.

### **Newly Acquired Organizations**

Throughout this Coverage Form, the words “you” and “your” also include any organization (other than a partnership or joint venture) you newly acquire or form and over which you maintain ownership or majority interest if there is no other similar insurance available to that organization.

This coverage applies until the first of the following occurs:

- you report the newly acquired or formed organization to us; or
- 30 days after you acquire or form the organization; or
- this policy expires.

This coverage does not apply to direct physical loss or damage that occurred before you acquired or formed the organization.

### **EXTENSION OF COVERAGE**

#### **Additional Insureds**

If the insured is a partnership or corporation, throughout this Coverage Form, the words “you” and “your” include partners, executive officers, trustees, directors and stockholders of such partnership or corporation, but only with respect to their duties as such.

## **ADDITIONAL COVERAGE**

### **Payments In Addition to Limits**

We will pay, with respect to any claim or "suit" we defend:

- All expenses we incur.
- The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not furnish these bonds.
- All reasonable expenses incurred by you at our request, including loss of earnings up to \$100 a day because of the time from work.
- All costs taxed against you in the "suit".
- Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- All interest on the full amount of any judgment that accrues after the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

## **EXCLUSIONS**

All of the exclusions described in Section 1. Exclusions of the General Provisions Form included in this policy apply to this Property Damage Legal Liability Coverage Form.

## **LIMITS OF INSURANCE**

The most we will pay in damages, as the result of any one accident is the applicable Limit of Insurance shown on the Property Damage Legal Liability Coverage Form Schedule.

Payments under the Additional Coverage are in addition to the Limits of Insurance.

The existence of one or more:

- Additional Insureds; or
- newly acquired organizations,

does not increase the Limit of Insurance.

## **DEDUCTIBLE**

Subject to the applicable Limit Of Insurance shown in the Limits of Insurance Declarations or on file with us, we will pay the amount of loss or damage in excess of the applicable deductible amount shown in the Deductible Endorsement or on file with us for each occurrence.

If two or more deductibles apply to the same occurrence, only the largest single deductible will apply, unless otherwise stated.

## **CONDITIONS (INCLUDING COVERAGE TERRITORY)**

The conditions applicable to this form are contained in the Common Policy Conditions and the conditions described in Section 3. Conditions of the General Provisions Form included in this policy.



## **SPECIAL CONDITIONS**

The following special conditions apply in addition to the above Conditions.

### **Insured's Duties in the Event of Occurrence, Claim or Suit**

You must see to it that we are notified promptly of any occurrence that may result in a claim, notice should include:

- how, when and where the accident took place; and
- the names and addresses of any witnesses.
- Notice of an occurrence is not notice of a claim.
- If a claim is made or "suit" is brought against you, you must see to it that we receive prompt written notice of the claim or "suit",

you must:

- immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claims or "suit";
- authorize us to obtain records and other information;
- cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to you because of damage to which this insurance may also apply.
- you will not, except at your own cost, voluntarily make payment, assume any obligation, or incur any expense without our consent.

### **Other Insurance**

You may have other insurance covering the same loss as the insurance under this coverage form. If you do, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis.

### **Separation of Insureds**

Except with respect to the Limits of Insurance, The insurance under this policy applies separately to you and to each and every separate Insured.

## **DEFINITIONS**

"Covered Property" means:

- tangible property of others in your care, custody or control, of the type covered by the policy to which this form is attached, that is described on the Property Damage Legal Liability Coverage Schedule.

"Suit" includes an arbitration proceeding to which you must submit or submit with our consent.

**FRATERNITY / SORORITY INSURANCE PROGRAM  
PROPERTY COVERAGE  
PROPERTY DAMAGE LEGAL LIABILITY COVERAGE FORM**

**SCHEDULE**

The Property Damage Legal Liability Coverage Form applies to the locations listed below.

**CHAPTER / SCHOOL:**

**LIMIT OF INSURANCE:**

**All Property Damage Legal Liability Interests As Requested By The Insureds and  
Agreed by underwriters in accordance with the records on file with us.**

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PROTECTIVE SAFEGUARDS WARRANTY

### SCHEDULE\*

Premises/Building/Location	
Per Schedule of Protective Safeguards Or Procedures on file with us.	
Protective Safeguards or Procedures Applicable	
P-1 Automatic Sprinkler System, P-2 Automatic Fire Alarm, P-3 Property Security and Supervision,	P-4 Service Contract, P-9 Any Other Protective Safeguards or Procedures as on file with us.
* The information required to complete this Schedule will be as shown in the underwriter's records as kept on file with James R. Favor & Company.	

- A. The following is added to Section 3. Conditions of the Fraternity / Sorority Insurance Program Property Coverage General Provisions form JRF-FSP-042:

#### Protective Safeguards

1. As a condition of this insurance, you are required to maintain the protective devices, services, or procedures listed in the Schedule above.
2. The protective safeguards or procedures to which this endorsement applies are identified by the following symbols:

"P-1" Automatic Sprinkler System, including related supervisory services. Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
  - (1) Sprinklers and discharge nozzles;
  - (2) Ducts, pipes, valves and fittings;
  - (3) Tanks, their component parts and supports; and
  - (4) Pumps and private fire protection mains.
- b. When supplied from an automatic fire protection system:
  - a. Non-automatic fire protective systems; and
  - b. Hydrants, standpipes, and outlets.

"P-2" Automatic Fire Alarm, protecting the entire building, that is:

1. Connected to a central station; or
2. Reporting to a public or private fire alarm station.

"P-3" Property Security and Supervision. During any periods of unoccupancy or vacancy, weekly inspections of the interior and exterior of the premises must be made to verify that the premises is properly secured and all utilities and life safety systems are free of noticeable deficiencies and no visible property damage is noted.

"P-4" Service Contract with a privately owned fire department providing fire protection service to the described premises.

"P-9" The protective systems or procedures on file with us.

- B. The following is added to Section 1. Exclusions of the Fraternity / Sorority Insurance Program Property Coverage General Provisions form JRF-FSP-042:

**Protective Safeguards**

This insurance does not apply to loss or damage caused by or resulting from fire if, prior to the fire, you:

1. Knew of any suspension or impairment in any protective safeguard or procedure listed in the Schedule above and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard or procedure listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 72 hours.

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VACANT PROPERTIES SPECIAL COVERAGE RESTRICTIONS AND CONDITIONS

### 1. Vacancy Coverage Restrictions

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

- a) A Minimum Vacancy Deductible of \$10,000 or greater in accordance with the Vacancy Deductible on file with us applies to all claims arising out of any one occurrence except for the following Causes of Loss; Earthquake, Flood, Named Storm.
- b) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:  
  
Vandalism, sprinkler leakage, unless you have protected the system against freezing, building glass damage, water damage, theft; or attempted theft.
- c) With respect to Covered Causes of Loss other than those listed above we will reduce the amount we would otherwise pay for the loss or damage by 15%.

### 2. Vacancy Terms Definitions

As used in this endorsement, the terms "Building" and "Vacancy" mean:

- a) When this policy is issued to the owner of a building, building means the entire building. A building is vacant when:
  - 1) the Building is not being used by the Building's owner, or a lessee or sublessee for fraternity housing; or
  - 2) the Building is being used for fraternity housing, but the Building is occupied at less than 30% of "Residential Capacity".
- b) Buildings under construction or renovation are not vacant.
- c) Buildings that are idle over school breaks or holidays are not vacant.
- d) If a Building is vacated at the start of a school break and is not reoccupied at the beginning of the next school academic term, the 60 consecutive day provision in 1., Vacancy Coverage Restrictions begins on the first day of the start of the school break. The first day of the school break is the day following the last official day of classes according to the school calendar.

As used in this endorsement, the terms "Under Construction" or "Renovation" mean;

- a) The insured has contractually secured the services of a qualified contractor or contractors to perform work consisting of constructing a new structure or remodeling an existing structure (including but not limited to carpentry, masonry, plumbing, wiring, heating and cooling), improvements, redecorating, or other work performed on the building structure including additions to the structure such as room additions or additional stories. "Under construction or renovation" begins with the contract's specified start and ends with the job completion date during which the contractor (s) is (are) in the process of performing the work specified in the contract.

As used in this endorsement, the term "Residential Capacity" means:

- a) The Residential Capacity of a Building is the maximum number of individuals who are permitted at any one time to be residents of the Building, in accordance with the Building's use as fraternity housing, pursuant to municipal regulations and, if applicable, university regulations.

### **3. Vacancy Coverage Restrictions Exceptions**

Except for the applicable Vacancy Deductible and other Deductibles on file with us, if your building is listed as vacant, the Vacancy Coverage Restrictions in 1., above will not apply, provided that you have complied with all of the following conditions:

- a) You have secured and protected the property in accordance with the provisions of the Vacancy Questionnaire and Warranty form, and
- b) Your signed Vacancy Questionnaire and Warranty Form is on file with us, and
- c) You have paid the vacancy surcharge premium and the vacancy inspection fee.

# **FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE**

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

## **BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

It is agreed that this Insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

All other terms and conditions remain unchanged.

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## Property Cyber And Data Exclusion

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 Cyber Loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
  - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:



- 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,  
owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5401

11 November 2019

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

## APPLICABLE LAW (U.S.A.)

This insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

# **FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE**

## **SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon Locke, Lord, Bissell and Lidell, LLP, 111 South Wacker Drive, Chicago, Illinois 60606, U.S.A. and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of the Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which make provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

# **FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE**

## **LLOYD'S PRIVACY POLICY STATEMENT**

### **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal information that is in our possession.**

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

## **U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED** **NOT PURCHASED CLAUSE**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

## **U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED** **NEW & RENEWAL BUSINESS ENDORSEMENT**

*This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.*

In consideration of an additional premium of USD \_\_\_\_\_ paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

## **U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED** **IN FORCE BUSINESS ENDORSEMENT**

*This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.*

In consideration of an additional premium of USD \_\_\_\_\_, it is hereby noted and agreed with effect from 1 January 2021 that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

In the event that the Premium as shown above is not paid to the Underwriter(s) by the Payment Date specified in the accompanying Notice, then said Terrorism exclusion will be fully reinstate from 1 January 2021.

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payments for terrorism losses.

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

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

## **WAR AND TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.  
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

All other terms and conditions remain unchanged.



# **FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE**

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

## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions remain unchanged.

CANADIAN ENDORSEMENT

(hereinafter referred to as the "Canadian Endorsement")

attaching to the

**James R. Favor & Company, LLC**

commencing **{DATE To Be Completed}**

(hereinafter referred to as the "Global Contract")

between

**{INSURED'S NAME To Be Completed}**

as more particularly described in the Global Contract

(hereinafter referred to as the "Insured")

and

VARIOUS UNDERWRITERS AT LLOYD'S, LONDON

(hereinafter referred to as "Lloyd's Underwriters")

Ref: **B0142AA2300508**

The coverage provided under this Canadian Endorsement is intended to cover the Canadian portion of the risks that would otherwise be insured by the Lloyd's Underwriters under the Global Contract, for the period specified therein (the "Canadian risks") and for which the Underwriters have allocated a Premium of **{X% / Canadian Dollars x,xxx.xx / U.S.Dollars x,xxx.xx To Be Completed}**, part of the premium payable under the Global Contract.

The insurance of such Canadian risks has been effected for and on behalf of certain Lloyd's Underwriters, whose definitive numbers and the proportions underwritten by them can be ascertained by reference to the Global Contract.

The said Lloyd's Underwriters are hereby bound, severally and not jointly, to insure in accordance with the terms and conditions contained herein and within the Global Contract and this Canadian Endorsement shall incorporate all terms, conditions and limitations in the Global Contract relating to the operation of cover in respect of the Canadian risks.

It is hereby agreed that the interests and liabilities of the Lloyd's Underwriters for the Canadian risks insured under the Global Contract are as more particularly described in the Global Contract. Notwithstanding any provision to the contrary in the Global Contract, the total liability of the Lloyd's Underwriters under this Canadian Endorsement and the Global Contract shall not exceed their proportion of the total insurance coverage amount specified in the Global Contract and liability under this Canadian Endorsement for the Canadian risks remains limited by the provisions of the Global Contract.

Any payment by the Lloyd's Underwriters under this Canadian Endorsement shall reduce by that amount the total liability of the Lloyd's Underwriters under the Global Contract. Any payment by the Lloyd's

Underwriters under the Global Contract shall reduce by that amount the total liability of the Lloyd's Underwriters under this Canadian Endorsement.

The governing law of this Canadian Endorsement shall be as determined by the Global Contract.

The provisions for service of suit under this Canadian Endorsement shall be as determined by the Global Contract.

References in this Canadian Endorsement to the "Global Contract" shall refer to the Global Contract identified by the UMR referenced above and shall include any subsequent issued insurer authorised evidence of cover.

#### **INTENTION FOR AIF TO BIND CLAUSE**

*Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance Companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.*

*And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);*

- a) This Canadian Endorsement shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this Canadian Endorsement and applicable Canadian law;*
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this Canadian Endorsement (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;*
- c) This Canadian Endorsement shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this endorsement.*

01/11/11

LMA5182

**Signing page**

Canadian Endorsement signed for and on behalf of Lloyd's Underwriters

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01/11/11

LMA3104

## **CANADIAN GLOBAL SLIP ENDORSEMENT AND INTERLOCKING CLAUSE**

It is hereby understood and agreed that -

1. a separate contract in the form of the attached "Canadian Endorsement" shall apply to the Canadian portion of the risks that would otherwise be (re)insured by the Lloyd's Underwriters under this Global Contract.
2. the total liability of the Lloyd's Underwriters under the Canadian Endorsement and under this Global Contract shall not exceed their proportion of the total (re)insurance coverage amount specified in this Global Contract and liability under this Canadian Endorsement for the Canadian risks remains limited by the provisions of this Global Contract.
3. in respect of the attached Canadian Endorsement a separate contract (the Canadian Policy) will be issued by Lloyd's Underwriters' attorney and chief agent in Canada to replace the attached Canadian Endorsement and in that regard LMA5181/5182 as appropriate will apply.

**LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

**Lloyd's Underwriters**

Attention: Complaints Officer:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

**General Insurance OmbudService (GIO):** assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Quebec clients:**

**Autorité des marchés financiers (AMF):** The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

**Financial Consumer Agency of Canada (FCAC)** provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

09/14

LSW1542F

## **California Surplus Lines Notice 2**

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

LMA9030

01 September 2013



## **CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)**

### **IMPORTANT NOTICE:**

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).**

**6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.**

**7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).**

**8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.**

**SOUTH CAROLINA HURRICANE, NAMED STORM OR WIND/HAIL  
DEDUCTIBLE DISCLOSURE NOTICE**

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE, NAMED STORM OR WIND/HAIL LOSSES, WHICH MAY RESULT IN HIGHOUT-OF-POCKET EXPENSES TO YOU. THIS ENCLOSED EXAMPLE ILLUSTRATES HOW THE DEDUCTIBLE MIGHT AFFECT YOU.

**Example:**

<b>BUILDING LIMIT \$100,000 DEDUCTIBLE \$10,000</b>		
<b>Example:</b>	<b>The insured building value is \$100,000, and there is a loss of \$100,000 due to a hurricane.</b>	
<b>Step 1:</b>	<b>Identify the limit of Insurance. The limit of insurance is:</b>	<b>\$100,000</b>
<b>Step 2:</b>	<b>Determine the loss amount. The loss amount is:</b>	<b>\$100,000</b>
<b>Step 3:</b>	<b>Determine the deductible. This amount is paid by the insured. The deductible is:</b>	<b>\$10,000</b>
<b>Step 4:</b>	<b>Subtract the deductible amount from the loss amount. This is the amount paid by the insurance carrier after an executed proof of loss has been received.</b>	<b>\$100,000 - \$10,000 = \$90,000</b>

# FRATERNITY / SORORITY INSURANCE PROGRAM PROPERTY COVERAGE

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

## **Communicable Disease Endorsement**

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 2.1. for a Communicable Disease, or
  - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

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

## **LIMITATIONS ON COVERAGE FOR ROOF SURFACING**

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM  
BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY

### **SCHEDULE**

<b>Premises Number</b>	<b>Building Number</b>	<b>Indicate Applicability (Paragraph A. and/or Paragraph B.)</b>
Per Schedule of Insured Exposures identified in JRF-FSP-026		Paragraphs A & B

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

- A.** The following applies with respect to loss or damage by a **Covered Cause of Loss (including wind and hail if covered)** to a building or structure identified in the Schedule as being subject to this Paragraph **A.**:

Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.

- B.** The following applies with respect to loss or damage by **wind and/or hail** to a building or structure identified in the Schedule as being subject to this Paragraph **B.**:

We will not pay for cosmetic damage to roof surfacing caused by wind and/or hail. For the purpose of this endorsement, cosmetic damage means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

- C.** For the purpose of this endorsement, roof surfacing refers to the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing.

**CERTIFICATE OF INSURANCE**  
**FRATERNITY & SORORITY INSURANCE PROGRAM**  
**POLICY CHANGE ENDORSEMENT**

Unique Market Reference: B0142AA2300508	Certificate Number: SPECIMEN POLICY
Policy Change Number: 1	Policy Period: date to date

Assured:	Specimen Policy
Policy Changes Effective Date:	Date
Issued Date:	Date
Insurance Effected With:	Certain Underwriters @ Lloyd's, London

**CHANGES**

**FRATERNITY & SORORITY INSURANCE PROGRAM  
PROPERTY COVERAGE**

**IT IS HEREBY AGREED AND UNDERSTOOD THAT COVERAGE UNDER THE  
PROPERTY COVERAGE SCHEDULE, POLICY FORM CP 10 36 10 12, SECTION A., IS  
MODIFIED AS FOLLOWS:**

- A. The following applies with respect to loss or damage by a Covered Cause of Loss (including wind and hail if covered) to a building or structure identified in the Schedule as being subject to this Paragraph A.:

Replacement Cost coverage (if otherwise applicable to such property) does not apply to roof surfacing that is more than 20-years-old. Instead, we will determine the value of roof surfacing at actual cash value as of the time of loss or damage.

**Sections B and C. under Policy form CP 10 36 10 12 remain unchanged.**

<b>CORRESPONDENT:</b>	<b>James R. Favor &amp; Company</b> <b>Robert M. Curran, President &amp; CEO</b>
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# **LOSS REPORTING AND CONTACT INFORMATION**

## **James R. Favor & Company Claims Department**

### **LOSS REPORTING PROCEDURE:**

To ensure that you receive prompt claims service, be sure to report any accident, incident, or occurrence that may result in a potential claim or loss immediately to James R. Favor & Company. This enables us to provide prompt professional claims assistance to examine your loss as quickly as possible. Your loss may give rise to a claim under your Lloyd's of London Insurance policy. The sooner the matter can be reported generally the better the outcome. It is important to report matters while facts and details are fresh pertaining to the incident.

### **NOTICE OF LOSS:**

The notice and report of any loss under your Lloyd's of London insurance policy may be reported and communicated by:

- calling the toll-free claims hotline: **(800) 344-7335 option 2**
- reporting via email to: **teresa@favorandcompany.com**
- or by mail to: **Favor & Company, LLC  
Attention Claims Department  
10555 East Dartmouth Avenue, Suite 330  
Aurora, CO 80014**

If this first notice and report is made orally, it should be confirmed in writing, including at least the same information as was provided in the oral first notice, and report within 24-hours if possible.

### **LEAVING A MESSAGE:**

When leaving a message on the answering service, please include the following information:

- name and phone number of person to contact, insured name, and location; and
- a brief description of the loss.

A claims representative will return your call promptly during normal business hours Monday through Friday, 8am to 5pm mountain time.

**CLAIMS MANAGER: Ms. Teresa Bustios, Vice President of Claims**



LLOYD'S

One Lime Street London EC3M 7HA