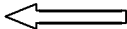


The Main Street America Group  
55 West Street  
Keene, NH 03431

 Return Mail Address

BEAUCATCHER HOUSE CONDOMINIUM OWNERS ASSOCIATION, INC.  
PO BOX 26844  
CHARLOTTE NC 28221-6844

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## POLICYWRITING INDEX

INSURED ID	POLICY NUMBER	PREVIOUS POLICY NUMBER	EFFECTIVE DATE - EXPIRATION DATE
1505176	BPG0089R	BPG0089R	12-01-2018      12-01-2019

COMPUTER PRODUCED FORMS

64-8162	01-15 POLICYHOLDER DISCL. NOTICE - TERRORISM
64-K306	01-14 IMPORTANT INFORMATION FOR HOLD HARMLESS
BPM N 36	12-15 IDENTITY RECOVERY SERVICES
BPM D 1	12-07 BUSINESSOWNERS COMMON DECLARATIONS
BPM D PROP	12-07 PROPERTY DECLARATIONS
BPM D LIAB	12-07 LIABILITY DECLARATIONS
BPM S FORMS	12-07 SCHEDULE OF FORMS AND ENDORSEMENTS
BPM S LOC	12-07 SCHEDULE OF LOCATIONS
BPM 1105	12-07 COMPUTER FRAUD AND FUNDS TRANSFER FRAUD
BPM 1110	12-07 WATER BACK-UP AND SUMP OVERFLOW
BPM 1120	12-07 SPOILAGE COVERAGE
BPM D 3144CW	02-15 DATA COMPROMISE COV DEC
BPM 1103	04-14 MAIN LINE EXTENSION ENDORSEMENT
BP 04 30	01-06 PROTECTIVE SAFEGUARDS
BP 04 56	01-06 UTILITY SERVICES - DIRECT DAMAGE
BP 04 57	01-06 UTILITY SERVICES - TIME ELEMENT
BP 05 65	01-15 COND EXCL-NUC/BIO/CHEM (DISP TRIA 2002)
64-5960	10-06 PRIVACY NOTICE
60-N180	09-11 MSAA PARTICIPATION CLAUSE

**Policy Number: BPG0089R**

**Named Insured:**

Beaucatcher House Condominium Owners Association,

PO BOX 26844

CHARLOTTE, NC 28221-6844

Re: Terrorism Risk Insurance Program Reauthorization Act of 2015

Dear Policyholder,

On January 26, 2015 the President signed into law the Terrorism Risk Insurance Program Reauthorization Act of 2015. This updated the original 2002 program, the 2005 extension and the 2007 reauthorization, and continues the reauthorization of the act through 2020. **Please note that you do not need to do anything regarding this coverage – it is provided to you at no additional cost.**

On the reverse side of this notice is a Policyholder Disclosure Notice of Terrorism Insurance, which provides essential information regarding the changes to the act and refers to the premium charged for this coverage.

If there are any questions regarding the Terrorism Risk Insurance Program Reauthorization Act of 2015 or your coverage under the Act contact your independent agent.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

This Notice has been prepared in conjunction with the implementation of changes related to coverage of terrorism under your policy. ***Coverage for acts of terrorism, as defined, is included in your policy at no additional cost (\$00.00 additional premium), and does not include any charges for the portion of losses covered by the United States government under the Act.***

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to revised provisions in the terrorism endorsement in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

**CHANGE IN THE DEFINITION OF CERTIFIED ACTS OF TERRORISM  
AND  
INFORMATION ON LIMITATIONS ON FEDERAL AND INSURER LIABILITY**

Under the federal Terrorism Risk Insurance Program Reauthorization Act of 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Therefore, coverage for "certified acts of terrorism" now encompasses, for example, an act committed against the United States government by a United States citizen, when the act is determined by the federal government to be a "certified act of terrorism" under the terms of the federal Terrorism Risk Insurance Program. Coverage is subject to all policy exclusions (for example, nuclear hazard and war exclusions) and other policy provisions.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The government may participate in paying for some of the losses from a "certified act of terrorism". However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. Further, this coverage is subject to a limit on our liability pursuant to the federal law, that is, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Refer to the terrorism endorsement for the definition of "certified acts of terrorism." Refer to the endorsement, and to the rest of the insurance contract, for provisions that govern coverage for, or that exclude coverage for, losses arising from terrorism.

## **Important Information for Policyholders**

**The Main Street America Group would like to thank you for your business. If you have any questions regarding your insurance policy, please contact your independent agent.**

### **Certificates of Insurance**

If contractors perform work for you, it is important that you obtain a certificate of insurance from them proving they have valid Workers Compensation and General Liability insurance in the state in which they are performing the work. Most state regulations require that your insurer charge you for coverage when there is no proof that the contractor carries valid insurance. If no certificate is available and/or your contractor does not meet the limit of liability requirements, we will charge you full liability rates for the contractor, as if he were your employee.

The following business practices should/must be incorporated and maintained in order to protect your business interests and preserve your insurance coverage. You should retain these documents for five (5) years:

- **Signed Contracts** – This would apply both for the work you do for others as well as each contractor you engage to do work on your behalf. The contract defines your responsibilities and liability from beginning to end. It will help provide a defense if drawn into a liability suit which is outside your contractual obligations.
- **Hold Harmless Agreements** – Must be required of each contractor you engage to do work on your behalf. A similar agreement must be required by your subcontractors who subcontract any portion of their work to others.
- **Required limits** – We require subcontractors' limits equal your policy general liability limits, or be a minimum of \$500,000 on a per occurrence \$1,000,000 aggregate basis. In New York we require minimum limits of \$1,000,000 per occurrence \$2,000,000 aggregate. Regardless of the general liability limits carried by you, subcontractors must meet these minimum limits.
- **Additional Insured** – You should require your company to be named as an Additional Insured on your subcontractors' policies. We also encourage certification of the subcontractors' policies as primary and noncontributory.

We have provided a sample indemnification, hold harmless and insurance agreement for you to use (see page 3). If you prefer, you may use a hold harmless agreement recommended by your attorney, which achieves the same objectives.

## **Your Policy Premium – Audits**

The premium you were charged for your policy was an estimate because it is based on payroll and/or sales receipt amounts, which may fluctuate throughout the year. Since the premium was estimated, your policy may be subject to an audit at the end of the coverage period to determine whether the premium accurately represented your actual payroll and/or sales receipt amounts. Please be aware that this audit could result in an additional premium charge or a refund.

## **Payroll Classifications**

To help control insurance costs, it is important that you keep records for your specific operations.

For example, contracting classifications allow division of payroll by type of work when separate payroll records are maintained. The same applies to certain products, allowing the receipts or payroll for installation or service to apply at different rates. Estimates and percentages cannot be used – your records must reflect actual payroll by type of work. Without this record keeping, we must charge the highest rated classification.

## **Other Payroll Information**

Many policies base premiums on payroll. This included wages, commissions, bonuses, overtime, paid holidays, sick time, vacation, fair market values of food or lodging furnished by the employer or allowances for tools furnished by employees and used in their work.

Many states also permit an overtime deduction which varies if time and a half or double time is paid. Be certain to keep payroll records documenting such payments.

If you are the sole proprietor, partner, or executive officer of your business, please keep this information separate because you may be subject to a payroll limitation or a fixed payroll regardless of your actual earnings.

**INDEMNIFICATION, HOLD, HARMLESS AND INSURANCE AGREEMENT**

**A. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law,

\_\_\_\_\_, ("Subcontractor"),

Agrees and its own cost to defend, indemnify and hold harmless

\_\_\_\_\_, ("Contractor"), its

officers, directors, shareholders, agents, representatives, managers, employees and affiliates from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part and in any manner from the acts, omissions breach or default of Subcontractor, in connection with the performance of any work by Subcontractors, its officers, directors, agents, employees and subcontractors. This agreement is continuous until terminated by either party with written notice.

**B. INSURANCE**

- Subcontractor hereby agrees that it will obtain and keep in force insurance policy/policies to cover its liability hereunder and to defend and save harmless Contractor in the minimum amount of \$500,000 per occurrence \$1,000,000 aggregate for bodily injury, property damage, and personal and advertising injury. In New York the minimum limits are \$1,000,000 per occurrence \$2,000,000 aggregate.
- Said liability policies shall 1) name Contractor as an Additional Insured and 2) be primary and non-contributory to any other insurance policies which provide insurance protection to Contractor.
- Subcontractor will obtain and keep in force Workers Compensation insurance including Employers Liability to the full statutory limits.
- Subcontractor shall furnish to Contractor certificates of insurance evidencing that the aforesaid insurance coverage is in force.

SUBCONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE \_\_\_\_\_



## IDENTITY RECOVERY SERVICES

Theft of your personal identity is no small matter. The perpetrator can use your stolen information to make purchases, secure loans, acquire vehicles and even commit crimes, all under your name and using your credit information. While most credit card companies will pay for fraudulent charges, they won't typically pay to correct the credit and legal damage caused by the identity theft. Aside from time spent in resolving the identity theft, the out-of-pocket expenses in re-establishing your credit history can be significant.

Approximately 15 million United States residents have their identities used fraudulently each year with financial losses totaling upwards of \$50 billion, and close to 100 million additional Americans have their personal identifying information placed at risk of identity theft each year when records maintained in government and corporate databases are lost or stolen.

Fortunately, we can help. In the event that you become a victim, your insurance policy has been extended to provide identity theft recovery service. These services are available to you because your policy includes **Data Compromise** and **Identity Recovery** services. This is provided to you as a sole proprietor, partner or corporate owner of your business.

As part of this service, if you become a victim of identity theft you need help restoring your credit and identity records to pre-theft status.

Identity Recovery Counselors are available through our toll-free Help Line to answer your questions and provide loss prevention recommendations. If you are an identity theft victim, they will direct you to further service and coverage as described below.

### Services provided include:

In addition, a case manager will be assigned to work one-on-one with you – from the first call through crisis resolution. Your case manager will handle the bulk of the work on your behalf, to help you identify where fraud has occurred, make the right contacts and speed the often complicated recovery process. Our case managers are licensed investigators who take action on your behalf, with your permission, through a limited power of attorney.

Your policy also provides up to **\$25,000** to pay for the reimbursement of expenses incurred by you as the result of theft of your personal identity. This includes:

- Lost wages as a result of time away from work.
- Costs for notarizing affidavits or similar documents.
- Loan application fees when reapplying for loans initially rejected solely due to incorrect credit information.
- Costs of credit reports
- Certain legal fees to defend lawsuits brought against you as a result of identity fraud.

If you have experienced a loss of your personally identifiable information, contact this toll-free number to report the loss and start your resolution process:

**866-219-9525**

**THIS DOCUMENT DOES NOT PROVIDE COVERAGE, NOR DOES IT REPLACE ANY PROVISIONS OF YOUR POLICY. IT IS INTENDED AS AN INFORMATIONAL NOTICE ONLY. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS DOCUMENT, THE PROVISIONS OF THE POLICY SHALL PREVAIL.**



Named Insured: BEAUCATCHER HOUSE CONDOMINIUM  
Agent Name: LITAKER INSURANCE

Effective Date: 12-01-2018  
Agent No. 320761

**SECTION I – PROPERTY – DECLARATIONS**

**PREMISES NO. 1                      BUILDING NO. 1**

**Occupancy:** RESIDENTIAL CONDOMINIUMS - D. (OVER 30 UNITS / BLDG)

**Address:** 9 KENILWORTH KNLS, ASHEVILLE, NC, 28805-1876

<b>COVERAGE</b>	<b>LIMIT</b>	<b>VALUATION</b>	<b>INFLATION GUARD %</b>
<b>BUILDING</b>	\$ 15,038,395	REPLACEMENT COST	2%

**BLANKET BUILDING LIMITS**

**DEDUCTIBLES:**

<b>BUILDING</b>	<b>GLASS</b>	<b>EARTHQUAKE %</b>
\$ 10,000	\$ 500	10%

**Money & Securities:** INCLUDING THEFT

**Business Income/ Extra Expense:** INCLUDED

ACTUAL LOSS FOR 12 CONSECUTIVE MONTHS

**Business Income 'Period of Restoration':** IMMEDIATE

**Equipment Breakdown Enhancement:** INCLUDED

Named Insured: BEAUCATCHER HOUSE CONDOMINIUM  
Agent Name: LITAKER INSURANCE

Effective Date: 12-01-2018  
Agent No. 320761

**SECTION I – PROPERTY – DECLARATIONS**

**PREMISES NO. 1                      BUILDING NO. 2**

**Occupancy:** RESIDENTIAL CONDOMINIUMS - D. (OVER 30 UNITS / BLDG)

**Address:** 9 KENILWORTH KNLS, ASHEVILLE, NC, 28805-1876

<b>COVERAGE</b>	<b><u>LIMIT</u></b>	<b><u>VALUATION</u></b>	<b><u>INFLATION GUARD %</u></b>
<b>BUILDING</b>	INCLUDED	REPLACEMENT COST	2%

**BLANKET BUILDING LIMITS**

**DEDUCTIBLES:**

<b>BUILDING</b>	<b>GLASS</b>	<b>EARTHQUAKE %</b>
\$ 10,000	\$ 500	10%

**Money & Securities:** INCLUDING THEFT

**Business Income/ Extra Expense:** INCLUDED

ACTUAL LOSS FOR 12 CONSECUTIVE MONTHS

**Business Income 'Period of Restoration':** IMMEDIATE

**Equipment Breakdown Enhancement:** INCLUDED

Named Insured: BEAUCATCHER HOUSE CONDOMINIUM  
Agent Name: LITAKER INSURANCE

Effective Date: 12-01-2018  
Agent No. 320761

**SECTION I – PROPERTY – DECLARATIONS**

**PREMISES NO. 1                      BUILDING NO. 3**

**Occupancy:** RESIDENTIAL CONDOMINIUMS - D. (OVER 30 UNITS / BLDG)

**Address:** 9 KENILWORTH KNLS, ASHEVILLE, NC, 28805-1876

<b>COVERAGE</b>	<b><u>LIMIT</u></b>	<b><u>VALUATION</u></b>	<b><u>INFLATION GUARD %</u></b>
<b>BUILDING</b>	INCLUDED	REPLACEMENT COST	2%

**BLANKET BUILDING LIMITS**

**DEDUCTIBLES:**

<b>BUILDING</b>	<b>GLASS</b>	<b>EARTHQUAKE %</b>
\$ 10,000	\$ 500	10%

**Money & Securities:** INCLUDING THEFT

**Business Income/ Extra Expense:** INCLUDED

ACTUAL LOSS FOR 12 CONSECUTIVE MONTHS

**Business Income 'Period of Restoration':** IMMEDIATE

**Equipment Breakdown Enhancement:** INCLUDED

MAIN STREET AMERICA ASSURANCE COMPANY

**Policy Number: BPG0089R**

Named Insured: BEAUCATCHER HOUSE CONDOMINIUM

Effective Date: 12-01-2018

Agent Name: LITAKER INSURANCE

Agent No. 320761

**OPTIONAL COVERAGES**

STATE: NC LOC/BLDG: 1/1

**EARTHQUAKE**

SEE FORM # BPM 1108

**PROTECTIVE SAFEGUARDS**

SEE FORM # BP 04 30

MAIN STREET AMERICA ASSURANCE COMPANY

**Policy Number: BPG0089R**

Named Insured: BEAUCATCHER HOUSE CONDOMINIUM

Effective Date: 12-01-2018

Agent Name: LITAKER INSURANCE

Agent No. 320761

**OPTIONAL COVERAGES**

STATE: NC      LOC/BLDG: 1/2

**EARTHQUAKE**

SEE FORM #      BPM 1108

MAIN STREET AMERICA ASSURANCE COMPANY

**Policy Number: BPG0089R**

Named Insured: BEAUCATCHER HOUSE CONDOMINIUM

Effective Date: 12-01-2018

Agent Name: LITAKER INSURANCE

Agent No. 320761

**OPTIONAL COVERAGES**

STATE: NC      LOC/BLDG: 1/3

**EARTHQUAKE**

SEE FORM #      BPM 1108



MAIN STREET AMERICA ASSURANCE COMPANY

**Policy Number: BPG0089R**

Named Insured: BEAUCATCHER HOUSE CONDOMINIUM

Effective Date: 12-01-2018

Agent Name: LITAKER INSURANCE

Agent No. 320761

**OPTIONAL COVERAGES**

**OPTIONAL COVERAGES - ALL LOCATIONS**

**EMPLOYEE DISHONESTY INCLUDING ERISA**

SEE FORM # BPM P 1

LIMIT: \$250,000

**FORGERY & ALTERATIONS**

SEE FORM # BPM P 1

LIMIT: \$250,000

**MAIN LINE EXTENSION ENDORSEMENT**

SEE FORM # BPM 1103



MAIN STREET AMERICA ASSURANCE COMPANY

**Policy Number: BPG0089R**

Named Insured: BEAUCATCHER HOUSE CONDOMINIUM

Effective Date: 12-01-2018

Agent Name: LITAKER INSURANCE

Agent No. 320761

**LIABILITY – OPTIONAL COVERAGES**

**HIRED AUTO AND NON-OWNED AUTO LIABILITY**

SEE FORM # BP 04 04

LIMIT: HIRED AUTO INCLUDED

LIMIT: NON-OWNED AUTO INCLUDED



**SCHEDULE OF FORMS AND ENDORSEMENTS  
MAIN STREET AMERICA ASSURANCE COMPANY**

Named Insured: BEAUCATCHER HOUSE CONDOMINIUM      Effective Date: 12-01-2018

Agent Name: LITAKER INSURANCE      Agent No. 320761

COMMON POLICY FORMS AND ENDORSEMENTS

64-8162      01-15      POLICYHOLDER DISCL. NOTICE - TERRORISM

**PROPERTY AND LIABILITY FORMS AND ENDORSEMENTS**

64-K306	01-14	IMPORTANT INFORMATION FOR HOLD HARMLESS
BPM N 36	12-15	IDENTITY RECOVERY SERVICES
BPM D 1	12-07	BUSINESSOWNERS COMMON DECLARATIONS
BPM D PROP	12-07	PROPERTY DECLARATIONS
BPM D LIAB	12-07	LIABILITY DECLARATIONS
BPM S FORMS	12-07	SCHEDULE OF FORMS AND ENDORSEMENTS
BPM S LOC	12-07	SCHEDULE OF LOCATIONS
*BPM N 1	10-08	QUICK REFERENCE GUIDE-SECTION I-II-III
*BPM P 1	10-08	SECTION I - PROPERTY COVERAGE FORM
*BPM P 2	12-07	SECTION II - LIABILITY COVERAGE FORM
*BPM P 3	01-09	SECTION III - COMMON POLICY CONDITIONS
BPM 1105	12-07	COMPUTER FRAUD AND FUNDS TRANSFER FRAUD
*BPM 1108	12-07	EARTHQUAKE
*BPM 1109	12-07	EQUIPMENT BREAKDOWN ENHANCEMENT
BPM 1110	12-07	WATER BACK-UP AND SUMP OVERFLOW
*BPM 1115	12-07	EXCLUSION OF LOSS-VIRUS OR BACTERIA
BPM 1120	12-07	SPOILAGE COVERAGE
*BPM 3100	12-07	NON-CONTRACTORS BLANKET ADDTL INSUREDS
*BPM 3112	12-07	AMENDMENT-AGGREGATE LIMITS-PER PREMISES
*BPM 3137	04-14	ASBESTOS EXCLUSION
BPM D 3144CW	02-15	DATA COMPROMISE COV DEC
*BP 15 04	05-14	EXC ACCESS OR DISCL OF PERSONAL INFO
*BPM 3143CW	02-15	IDR COVERAGE FORM
*BPM 3144CW	02-15	DATA COMPROMISE COVERAGE FORM
BPM 1103	04-14	MAIN LINE EXTENSION ENDORSEMENT
*BP 01 16	03-15	NORTH CAROLINA CHANGES
*BP 01 59	08-08	WATER EXCLUSION ENDORSEMENT
*BP 04 04	01-06	HIRED AUTO AND NON-OWNED AUTO LIABILITY
*BP 04 17	07-02	EMPLOYMENT-RELATED PRACTICES EXCLUSION
BP 04 30	01-06	PROTECTIVE SAFEGUARDS
*BP 04 54	01-06	NEWLY ACQUIRED ORGANIZATIONS
BP 04 56	01-06	UTILITY SERVICES - DIRECT DAMAGE
BP 04 57	01-06	UTILITY SERVICES - TIME ELEMENT
*BP 04 97.	01-06	WAIVER OF TRANSFER RIGHTS
*BP 05 23	01-15	CAP/LOSSES FROM CERTIFIED ACTS OF TERROR
BP 05 65	01-15	COND EXCL-NUC/BIO/CHEM (DISP TRIA 2002)
*BP 05 77	01-06	FUNGI OR BACTERIA EXCLUSION (LIABILITY)
*BP 05 98	01-06	AMENDMENT-INSURED CONTRACT DEFINITION
*BP 12 14	07-02	NC EFF. TIME CHANGES-REPL OF 12 NOON
*BP 17 17	01-06	NC CONDOMINIUM ADDITIONAL PROVISIONS

**POLICYHOLDER NOTICES**

64-5960	10-06	PRIVACY NOTICE
*IL P 016	01-07	FLOOD, MUDSLIDE, MUDFLOW, LANDSLIDE LOSSES



**THE  
MAIN  
STREET  
AMERICA  
GROUP**

**Policy Number: BPG0089R**

**SCHEDULE OF FORMS AND ENDORSEMENTS  
MAIN STREET AMERICA ASSURANCE COMPANY**

Named Insured: BEAUCATCHER HOUSE CONDOMINIUM      Effective Date: 12-01-2018

Agent Name: LITAKER INSURANCE      Agent No. 320761

60-N180      09-11      MSAA PARTICIPATION CLAUSE

\* THESE FORMS ARE PART OF THIS POLICY BUT ARE NOT PRINTED



**THE  
MAIN  
STREET  
AMERICA  
GROUP**

**Policy Number: BPG0089R**

**SCHEDULE OF LOCATIONS**

**MAIN STREET AMERICA ASSURANCE COMPANY**

Named Insured: BEAUCATCHER HOUSE CONDOMINIUM

Effective Date: 12-01-2018

Agent Name: LITAKER INSURANCE

Agent No. 320761

Prem. No.	Bldg. No.	Premises Address (Address, City, State, Zip Code)
1	1	9 KENILWORTH KNLS, ASHEVILLE, NC, 28805-1876
1	2	9 KENILWORTH KNLS, ASHEVILLE, NC, 28805-1876
1	3	9 KENILWORTH KNLS, ASHEVILLE, NC, 28805-1876

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

**COMPUTER FRAUD AND FUNDS TRANSFER FRAUD**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Coverage	Limit Of Insurance
<b>Computer Fraud And Funds Transfer Fraud Coverage</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section I – Property** is amended as follows:

The following is added to Paragraph **A.5. Additional Coverages**:

**A. Computer Fraud And Funds Transfer Fraud**

1. The Computer Fraud And Funds Transfer Fraud Coverage Limit shown in the Schedule of this endorsement is the most we will pay for loss of and damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:

- a. To a person (other than a messenger) outside those premises; or
- b. To a place outside those premises.

2. The Computer Fraud And Funds Transfer Fraud Coverage Limit shown in the Schedule of this endorsement is the most we will pay for loss of "money" and "securities" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "money" and "securities" from your "transfer account".

**B.** The following exclusion is added to Coverage Extensions 6 (o) (2) - **Money And Securities**:

- (d) Or damage to "money" and "securities" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution:
  - (a) To a person (other than a messenger) outside those premises; or

(b) To a place outside those premises.

**C.** The following are added to Paragraph **H. Property Definitions**:

**18. "Employee"**

a. Employee means:

- (1) Any natural person:
  - (a) While in your service or for 30 days after termination of service;
  - (b) Who you compensate directly by salary, wages or commissions; and
  - (c) Who you have the right to direct and control while performing services for you;
- (2) Any natural person who is furnished temporarily to you:
  - (a) To substitute for a permanent "employee" as defined in Paragraph (1), who is on leave; or
  - (b) To meet seasonal or short-term work load conditions;
 

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the premises;
- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;

- (4) Any natural person who is:
    - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan(s)" insured under this policy; and
    - (b) Your director or trustee while that person is handling "funds" or "other property" of any "employee benefit plan(s)" insured under this policy;
  - (5) Any natural person who is a former "employee", director, partner, "member", "manager", representative or trustee retained as a consultant while performing services for you; or
  - (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the premises.
- b. "Employee" does not mean:
- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
  - (2) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".
19. "Fraudulent instruction" means:
- a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
  - b. A written instruction (other than those described in Paragraph **A.5.k.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
  - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an employee but which was in fact fraudulently transmitted by someone else without your or the employee's knowledge or consent.
20. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.
21. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and "securities":
- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
  - b. By means of written instructions (other than those described in Additional Coverages Paragraph **A.5.k.-Forgery Or Alteration**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
- Exclusion A.5.p.(7)(a)(iv) is deleted from **Additional Coverage (p) – Electronic Data and Computers.**



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

**WATER BACK-UP AND SUMP OVERFLOW**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises No.	Building No.	Limit Of Insurance

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

**A.** We will pay for physical loss or damage to Covered Property, covered under Section I – Property, caused by or resulting from:

- 1. Water which backs up through or overflows from a sewer or drain; or
- 2. Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph 2. above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

**B.** The coverage described in Paragraph A. of this endorsement does not apply to loss or damage resulting from an insured’s failure to:

- 1. Keep a sump pump or its related equipment in proper working condition; or
- 2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

**C.** The most we will pay for loss or damage caused directly or indirectly for the coverage provided under this endorsement is the Water Back-Up And Sump Overflow Limit of Insurance indicated in the Schedule or the Declarations.

**D.** With respect to the coverage provided under this endorsement, Exclusion **B.1.g. Water** in **Section I – Property** is replaced by the following exclusion:

**g. Water**

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(3)**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

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

**SPOILAGE COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Prem. No.	Bldg. No.	Description Of Perishable Stock	Refrigeration Maintenance Agreement	
			Yes	No
Causes Of Loss (Check Which One Applies)		Limit Of Insurance	Deductible	
<input type="checkbox"/>	Breakdown Or Contamination	<input type="checkbox"/>	Power Outage	\$ 500.
Prem. No.	Bldg. No.	Description Of Perishable Stock	Refrigeration Maintenance Agreement	
			Yes	No
Causes Of Loss (Check Which One Applies)		Limit Of Insurance	Deductible	
<input type="checkbox"/>	Breakdown Or Contamination	<input type="checkbox"/>	Power Outage	\$ 500.
Prem. No.	Bldg. No.	Description Of Perishable Stock	Refrigeration Maintenance Agreement	
			Yes	No
Causes Of Loss (Check Which One Applies)		Limit Of Insurance	Deductible	
<input type="checkbox"/>	Breakdown Or Contamination	<input type="checkbox"/>	Power Outage	\$ 500.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

The following provisions (A. through I. inclusive) apply to the coverage provided by this endorsement:

**A. Paragraph A.1. Covered Property in Section I – Property**, is replaced by the following:

**1. Covered Property**

Covered Property means "perishable stock" shown in the Schedule at the described premises, if the "perishable stock" is:

- a. Owned by you and used in your business; or
- b. Owned by others and in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition E.5.d.(3)(b).

**B. The following is added to Paragraph A.2. Property Not Covered in Section I – Property:**

I. Property located:

- (1) On buildings;
- (2) In the open; or
- (3) In vehicles.

**C. Paragraph A.3. Covered Causes Of Loss in Section I – Property** is replaced by the following:

**3. Covered Causes Of Loss**

Subject to the exclusions described in Item E. of this endorsement, Covered Causes of Loss means the following as indicated in the Schedule:

- a. Breakdown or Contamination, meaning:
  - (1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such apparatus or equipment is at the described premises shown in the Schedule; or
  - (2) Contamination by a refrigerant, only while the refrigerating apparatus or equipment is at the described premises shown in the Schedule.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

- b. Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

**D. Paragraph A.6. Coverage Extensions in Section I – Property** does not apply.

**E. Paragraph B. Exclusions in Section I – Property** is replaced by the following:

**B. Exclusions**

1. Of the **Exclusions** contained in Paragraph B.1. in **Section I – Property**, only the following apply to Spoilage Coverage:

- b. Earth Movement;
- c. Governmental Action;
- d. Nuclear Hazard;
- f. War And Military Action; and
- g. Water.

2. The following exclusions are added:

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

- a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- c. The inability of an electrical utility company or other power source to provide sufficient power due to:
  - (1) Lack of fuel; or
  - (2) Governmental order.
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

**F. Section D. Deductibles in Section I – Property** is replaced by the following:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this endorsement.

## G. Conditions

1. Under **Property Loss Conditions** in **Section I – Property**, Item **d.** of Condition **5. Loss Payment** is replaced by the following:

**d.** We will determine the value of Covered Property as follows:

- (1) For "perishable stock" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;
- (2) For other "perishable stock", at actual cash value.

2. The following condition applies in addition to the **Property Loss Conditions** (as modified in 1. above) and **Property General Conditions** in **Section I – Property** and **Section III – Common Policy Conditions**:

### **ADDITIONAL CONDITION – REFRIGERATION MAINTENANCE AGREEMENTS**

If Breakdown or Contamination is designated as a Covered Cause of Loss and a refrigeration maintenance agreement is shown as applicable in the Schedule, the following condition applies:

You must maintain a refrigeration maintenance or service agreement as described below. If you voluntarily terminate this agreement and do not notify us within 10 days, the insurance provided by this endorsement under the Breakdown or Contamination Covered Cause of Loss will be automatically suspended at the location involved.

However, coverage provided by this endorsement is restored upon:

- a. Reinstatement of the applicable refrigeration maintenance or service agreement; or
- b. Procurement of a replacement refrigeration maintenance or service agreement.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the insured location, and the servicing and repair of the equipment, including emergency response at the insured location.

H. Paragraph **G. Optional Coverages** in **Section I – Property** does not apply.

I. The following is added to the **Definitions** in **Section I – Property**:

"Perishable Stock" means property:

- a. Maintained under controlled temperature or humidity conditions for preservation; and
- b. Susceptible to loss or damage if the controlled temperature or humidity conditions change.

Policy Number: BPG0089R

**DATA COMPROMISE COVERAGE  
SUPPLEMENTAL DECLARATIONS**

Named Insured: Beaucatcher House Condomi

Effective Date: 12/01/2018

12:01 AM Standard Time

Agent Name: LITAKER INSURANCE

Agent No.: 320761

<b>Data Compromise Coverage Period:</b>	From: 12/01/2018 To: 12/01/2019	At 12:01 A.M. Standard Time at your mailing address shown on the Declarations page of this policy.
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**SECTION 1 – RESPONSE EXPENSES**

<b>Data Compromise</b>		
Response Expenses Limit:		\$25,000 Annual Aggregate
<b>Sublimits</b>		
Named Malware (Section 1):		\$25,000 Any One "Personal Data Compromise"
Forensic IT Review:		\$5,000 Any One "Personal Data Compromise"
Legal Review:		\$5,000 Any One "Personal Data Compromise"
PR Services:		\$5,000 Any One "Personal Data Compromise"
<b>Response Expense Deductible:</b>		\$1,000 Any One "Personal Data Compromise"

**SECTION 2 – DEFENSE AND LIABILITY**

<b>Data Compromise</b>		
Defense and Liability Limit:		\$25,000 Annual Aggregate
<b>Sublimits</b>		
Named Malware (Section 2):		\$25,000 Any One "Personal Data Compromise"
<b>Defense and Liability Deductible:</b>		\$1,000 per any one "Data Compromise Suit"

**TOTAL DATA COMPROMISE COVERAGE PREMIUM \$43**

See Schedule of Forms and Endorsements for form(s) and endorsement(s) made a part of this policy at time of issue.

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

**MAIN LINE EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the **Businessowners Coverage Form Section I – Property** apply to the insurance stated below.

**A. BLANKET LIMIT OF INSURANCE \$150,000.**

The Blanket Limit of Insurance above applies to all coverages described in this Paragraph **A.** arising out of a single Covered Cause of Loss occurrence. You may apportion this limit among these coverages as you choose, but under no circumstances will the aggregate apportionment be permitted to exceed the Blanket Limit Of Insurance in any one occurrence.

1. **Accounts Receivable** as provided in **Coverage Extensions, A.6.f.**
2. **Electronic Data And Computers** as provided in **Additional Coverages, A.5.p.**
3. **Debris Removal** as provided in **Additional Coverages, A.5.a.**
4. **Personal Property Of Others**, as provided in **A.1.b.(2).** Paragraph **E.5.d.(3)(b), Loss Payment, Property Loss Conditions** is deleted for this coverage.
5. **Valuable Papers And Records** as provided in **Coverage Extensions, A.6.e.**

This Blanket Limit replaces any specific limits of insurance provided for the above coverages under Paragraphs **A.5., Additional Coverages,** and **A.6., Coverage Extensions,** of the **Businessowners Coverage Form Section I – Property.**

If a specific limit of insurance is displayed on the Declarations for any of the above coverages, claims payable under the policy applicable to that specific coverage will be adjusted from that specified limit on a primary basis. The Blanket Limit of Insurance will then apply on an excess basis, apportioned as you choose.

**B. The following Coverage Extensions are changed as follows:**

1. The limits applicable to Paragraph **A.6.a.(1), Newly Acquired Or Constructed Property – Buildings** is increased from \$500,000 to \$1,000,000.
2. The limits applicable to Paragraph **A.6.a.(2), Newly Acquired Or Constructed Property – Business Personal Property** is increased from \$250,000 to \$500,000.

**C. If coverage is being provided for Business Income And Extra Expense, the limits for the following Additional Coverages are changed:**

1. **Extended Business Income**, Paragraph **A.5.f.(2)** is changed from 60 to 90 days.  
This 90 day extension replaces the specific coverage number of days extension of Paragraph **A.5.f.(2)(ii), Additional Coverages** of the **Businessowners Coverage Form Section I – Property.**
2. **Business Income And Extra Expense From Dependent Properties**, Paragraph **A.5.m.** is increased from \$10,000 to \$25,000.  
This \$25,000 coverage limit replaces the specific coverage limit of Paragraph **A.5.m.(1), Additional Coverages** of the **Businessowners Coverage Form Section I – Property.**
3. **Business Income And Extra Expense – Newly Acquired Premises**, Paragraph **A.5.w.** is increased from \$250,000 to \$500,000.

**D. COMBINED LIMIT OF INSURANCE \$25,000.**

The Combined Limit of Insurance above applies to all coverages described in this Paragraph **D.** arising out of a single Covered Cause Of Loss occurrence. You may apportion this limit among these coverages as you chose, but under no circumstances will the aggregate apportionment be permitted to exceed this limit of insurance in any one occurrence.

1. **Outdoor Trees, Shrubs Plants And Lawns** as provided in **Additional Coverages, A.5.y.**
2. **Outdoor Property** as provided in **Coverage Extensions, A.6.c.**

This Combined Limit replaces any specific coverage limits for either or both of these above coverages under Paragraph **A.5.**, **Additional Coverages**, and **A.6.**, **Coverage Extensions**, of the **Businessowners Coverage Form Section I – Property.**

**E. Water Backup And Sump Overflow**

We will pay up to \$25,000 in any one occurrence as a Limit of Insurance to cover physical loss or damage to Covered Property caused by or resulting from Water Back-up And Sump Overflow. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This Additional Coverage is subject to the provisions of the **Water Back-Up And Sump Overflow** form **BPM 1110**, with the exception of the Limit of Insurance provision contained in Paragraph **C.** of that form. **Water Backup And Sump Overflow** coverage, form **BPM 1110** is made a part of this policy whether or not Water Backup And Sump Overflow is indicated in the Declarations.

**F. The following are added to Paragraph A.5., Additional Coverages:**

**1. Brands And Labels**

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:

- (a) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- (b) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

We will pay reasonable costs you incur to perform the activity described in (a) or (b) above. But the total we pay for these costs and the value of the damaged property under this Additional Coverage is \$25,000.

**2. Computer Fraud And Funds Transfer Fraud**

We will pay up to \$10,000 in any one occurrence as a Limit of Insurance for loss or damage to "money", "securities" and "other property" following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the described premises, bank or savings institution.

This Additional Coverage is subject to the provisions of **Computer Fraud And Transfer Fraud** in form **BPM 1105**, with the exception of the Limit of Insurance provision contained in that form.

If a specific limit of insurance is displayed on the Declarations for this coverage, that specific limit will take the place of the above limit of insurance for Computer Fraud And Funds Transfer Fraud.

**Computer Fraud And Transfer Fraud** form **BPM 1105** is made part of this policy whether or not Computer Fraud And Funds Transfer Fraud coverage is indicated in the Declarations.

**3. Spoilage Coverage**

We will pay up to \$25,000 in any one occurrence as a Limit of Insurance to apply at the described premises to cover direct physical loss of or damage to perishable stock caused by or resulting from a breakdown, contamination or power outage.

This Additional Coverage is subject to the provisions of **Spoilage Coverage**, form **BPM 1120**, with the exception of the following:

- (a) The Limit Of Insurance provision does not apply. This Additional Coverage provides the above limits of insurance in addition to and in excess over any coverage limits specified in form **BPM 1120**;
- (b) Paragraph **G.**, **Conditions**, subparagraph **2.**, **ADDITIONAL CONDITION – REFRIGERATION MAINTENANCE AGREEMENTS** does not apply.

**Spoilage Coverage** form **BPM 11 20** is made part of this policy whether or not Spoilage Coverage is indicated in the Declarations.

#### 4. Tenants Building And Related Systems Required By Lease

(a) if:

- (i) You are a tenant occupying space in a building or structure at the described premises; and
- (ii) You are contractually obligated to repair or replace that part of a building and related building systems designated to you as a tenant;

at the described premises, we will pay for direct physical loss or damage to that part of the building and related building systems within your responsibility caused by or resulting from a Covered Cause of Loss other than theft or attempted theft.

(b) This Additional Coverage does not apply to any otherwise covered:

- (i) Building glass; or
- (ii) Tenants improvements and betterments as described in Paragraph **A.1.b.(3), Coverage, Business Personal Property.**

(c) The term "building systems" is intended to include heating and cooling systems, backup power generation equipment, humidity control machinery, exterior security devices, and similar equipment permanently installed or otherwise attached to or made a part of the building or structure at the described premises.

(d) The most we will pay under this Additional Coverage in any one occurrence is \$25,000 at each described premises.

#### 5. Utility Services – Direct Damage

We will pay up to \$10,000 as a Limit Of Insurance for direct physical loss of or damage to Covered Property caused by the interruption of service to the described premises.

This Additional Coverage is subject to the provisions of **Utility Services – Direct Damage** in form **BP 04 56**, with the exception of the Limits Of Insurance provision contained in that form. This Additional Coverage provides the above limits of insurance in addition to any coverage limits specified in form **BP 04 56**.

Unless additional Utility Services – Direct Damage coverage is provided under this policy in form **BP 04 56** extending coverage to include overhead transmission lines, coverage under this endorsement does not extend to overhead transmission lines.

Form **BP 04 56** is made part of this policy whether or not Utility Services – Direct Damage is indicated in the Declarations.

#### 6. Utility Services – Time Element

We will pay up to \$10,000 as a Limit Of Insurance for loss of Business Income or Extra Expense at the described premises caused by the interruption of service to the described premises. This coverage begins 48 hours after the above covered cause of loss has occurred.

This Additional Coverage is subject to the provisions of **Utility Services – Time Element** in form **BP 04 57**, with the exception of the Limit Of Insurance Provision contained in that form. This Additional Coverage provides the above limits of insurance in addition to and in excess over any coverage limits specified in form **BP 04 57**.

Unless additional Utility Services – Time Element coverage is provided under this policy in form **BP 04 57** extending coverage to include overhead transmission lines, coverage under this endorsement does not extend to overhead transmission lines.

Form **BP 04 57** is made part of this policy whether or not Utility Services – Time Element is indicated in the Declarations.



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

## PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable	Description Of 'P-9' If Applicable:
1	1	P-1	

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

**A. The following is added to the Property General Conditions in Section I – Property:**

**PROTECTIVE SAFEGUARDS**

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

**a. 'P-1' Automatic Sprinkler System**, including related supervisory services.

Automatic Sprinkler System means:

- (1) Any automatic fire protective or extinguishing system, including connected:
  - (a) Sprinklers and discharge nozzles;
  - (b) Ducts, pipes, valves and fittings;
  - (c) Tanks, their component parts and supports; and
  - (d) Pumps and private fire protection mains.

(2) When supplied from an automatic fire protective system:

- (a) Non-automatic fire protective systems; and
  - (b) Hydrants, standpipes and outlets.
- b. 'P-2' Automatic Fire Alarm**, protecting the entire building, that is:
- (1) Connected to a central station; or
  - (2) Reporting to a public or private fire alarm station.
- c. 'P-3' Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.
- d. 'P-4' Service Contract**, with a privately owned fire department providing fire protection service to the described premises.
- e. 'P-9'**, the protective system described in the Schedule.

**B. The following is added to Paragraph B. Exclusions in Section I –Property:**

We will not pay for loss or damages caused by or resulting from fire if, prior to the fire, you:

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

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

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

## UTILITY SERVICES – DIRECT DAMAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Prem. No.	Bldg. No.	Utility Services Limit Of Insurance	Water Supply Property (Check If Applies)	Communication Supply Property	Power Supply Property
				Enter Either 'Includes' Or 'Not Includes' Overhead Transmission Lines (If Applicable)	
<b>Covered Property:</b>					
<b>Covered Property:</b>					
<b>Covered Property:</b>					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

The coverage provided by this endorsement is subject to the provisions of Section I – Property, including Paragraph D. Deductibles, except as provided below.

**A. The following is added to Paragraph A. Coverage:**  
We will pay for loss of or damage to Covered Property described in the Schedule, caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph C. of this endorsement if such property is indicated by an "X" in the Schedule and is located outside of a covered building described in the Declarations.

**B. Exception**

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data".

**C. Utility Services**

1. Water Supply Services, meaning the following types of property supplying water to the described premises:
  - a. Pumping stations; and
  - b. Water mains.

2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- a. Communication transmission lines, including optic fiber transmission lines;
- b. Coaxial cables; and
- c. Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

3. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- a. Utility generating plants;
- b. Switching stations;

- c. Substations;
- d. Transformers; and
- e. Transmission lines.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

D. Paragraph C. **Limits Of Insurance** is replaced by the following:

If a Utility Services Limit of Insurance is shown in the Schedule, such limit is part of, not in addition to, the Limit of Insurance stated in the Declarations as applicable to the Covered Property.

If no Limit of Insurance is shown for Utility Services, coverage under this endorsement is subject to the applicable Limit of Insurance on the Covered Property as shown in the Declarations. But this Utility Services Endorsement does not increase the applicable Limit of Insurance.

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

## UTILITY SERVICES – TIME ELEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Prem. No.	Bldg. No.	Utility Services Limit Of Insurance	Water Supply Property (Check If Applies)	Communication Supply Property	Power Supply Property
				Enter Either 'Includes' Or 'Not Includes' Overhead Transmission Lines (If Applicable)	
<b>Covered Property:</b>					
<b>Covered Property:</b>					
<b>Covered Property:</b>					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

The coverage provided by this endorsement is subject to the provisions of Section I – Property Coverages, except as provided below.

**A. The following is added to Paragraph A. Coverage:**

We will pay for loss of Business Income or Extra Expense at the described premises caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph C. of this endorsement if such property is indicated by an "X" in the Schedule and is located outside of a covered building described in the Declarations.

**B. Exception**

Coverage under this endorsement does not apply to Business Income loss or Extra Expense related to interruption in utility service which causes loss or damage to "electronic data", including destruction or corruption of "electronic data".

**C. Utility Services**

1. Water Supply Services, meaning the following types of property supplying water to the described premises:
  - a. Pumping stations; and
  - b. Water mains.

2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- a. Communication transmission lines, including optic fiber transmission lines;
- b. Coaxial cables; and
- c. Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

3. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- a. Utility generating plants;

- b. Switching stations;
- c. Substations;
- d. Transformers; and
- e. Transmission lines.

It does not include overhead transmission lines unless indicated by an "X" in the Schedule.

D. Paragraph C. **Limits Of Insurance** is replaced by the following:

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Schedule as applicable to the Covered Property.

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

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

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

[Empty box for listing states]

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

**A. Section I – Property and Section II – Liability** are amended as follows:

**1. Applicability Of The Provisions Of This Endorsement**

a. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

(1) The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form; or

(2) A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(a) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(b) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

- (c) **Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.**
  - b. **If the provisions of this endorsement become applicable, such provisions:**
    - (1) **Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or injury or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and**
    - (2) **Remain applicable unless we notify you of changes in these provisions, in response to federal law.**
  - c. **If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.**
2. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.
- "Terrorism" means activities against persons, organizations or property of any nature:
- a. That involve the following or preparation for the following:
    - (1) Use or threat of force or violence; or
    - (2) Commission or threat of a dangerous act; or
    - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b. When one or both of the following applies:
    - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**B. Section I – Property** is amended as follows:

1. The following exclusion is added:

**EXCLUSION OF TERRORISM**

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

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

2. **Exception Covering Certain Fire Losses**

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverages or endorsements that apply to those coverages.



### 3. Application Of Other Exclusions

When the Exclusion Of Terrorism applies in accordance with the terms of Paragraph 1.a. or 1.b., such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form.

#### C. Section II – Liability is amended as follows:

1. The following definition is added and applies under this endorsement wherever the phrase any injury or damage is enclosed in quotation marks:

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

2. The following exclusion is added:

#### **EXCLUSION OF TERRORISM**

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

- a. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

- b. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- c. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- d. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

#### D. The following provision is added to **Section I – Property** and **Section II – Liability**:

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

NGM Insurance Company  
Old Dominion Insurance Company  
Main Street America Assurance Company  
MSA Insurance Company  
Grain Dealers Mutual Insurance Company  
Great Lakes Casualty Insurance Company  
Spring Valley Mutual Insurance Company  
Austin Mutual Insurance Company  
Main Street America Protection Insurance Company

## **PRIVACY NOTICE**

As your insurer, our objective is to professionally serve your insurance needs. We recognize that in providing these services, we have an obligation to safeguard the personal information you entrust to us as well as other information we may collect as part of the insurance transaction.

This notice describes the privacy practices and standards we adopted to protect and ensure the confidentiality of your non-public personal information. All of our insurance companies listed above adhere to these practices and standards.

### **OUR POLICY**

**We do not disclose any non-public personal information about our policyholders or claimants to any third parties except as permitted by law. Any such disclosures are made for the purpose of underwriting and transacting the business of your insurance coverage or your claim. We do not sell or provide your non-public personal information to others for their marketing purposes.**

### **THE INFORMATION WE COLLECT**

We do not disclose any non-public information about you or about participants or claimants under your insurance policy to anyone, except as permitted by law, nor do we sell customer or policyholder information to mailing list companies or mass marketing companies. We may share information about you or about participants or claimants under your insurance policy in the normal business of conducting insurance operations, such as with your agent or broker; appraisers and independent adjusters who investigate, defend or settle your claims; insurance regulators; and your mortgage lender or lienholder.

### **THE INFORMATION WE DISCLOSE**

We do not disclose any non-public information about you or about participants or claimants under your insurance policy to anyone, except as permitted by law, nor do we sell customer or policyholder information to mailing list companies or mass marketing companies. We may share information about you or about participants or claimants under your insurance policy in the normal business of conducting insurance operations, such as with your agent or broker; appraisers and independent adjusters who investigate, defend or settle your claims; insurance regulators; and your mortgage lender or lienholder.

### **HOW WE PROTECT YOUR PERSONAL INFORMATION**

We restrict access to non-public personal information about you or about participants and claimants under your insurance policy to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your non-public personal information. Our computer systems are also protected by additional measures intended to prevent unauthorized access.

### **ADDITIONAL INFORMATION**

If you would like to receive a copy of our privacy policy please contact us as follows:

Main Street America Group  
ATT: Privacy Compliance Coordinator  
55 West Street  
Keene, NH 03431

These privacy practices and standards have been put into place to protect your personal information. You will receive a reaffirmation of our privacy practices annually.

**MAIN STREET AMERICA  
ASSURANCE COMPANY**

**Main Street America Assurance Company is a stock insurance company with headquarters located at:**

**4601 Touchton Road East, Suite 3400  
Jacksonville, FL**



**Bruce R. Fox  
Secretary**



**Thomas M. Van Berkel  
President**

**60-N180 (09/11)**