

701 US ROUTE ONE
SUITE 1
YARMOUTH, ME
04096-6927



ACCOUNT **700001032826** POLICY **6641139** AGENT **0180077**

RENEWAL

Declaration



Commercial
POLICY

Care Of : CP Management
339 OCEAN BOULEVARD OWNERS CONDOMINIUM ASSOC
11 Court St Ste 100
Exeter, NH 03833-2745

Care Of : CP Management
339 OCEAN BOULEVARD OWNERS CONDOMINIUM ASSOC
11 Court St Ste 100
Exeter, NH 03833-2745

Bilodeau Insurance Agency, Inc.

Thank you for insuring your business with us.

This package includes important coverage details about your Frankenmuth Insurance policy.

Please carefully review and safely file this information for future reference.

Patriot Insurance Company, a member of Frankenmuth Insurance, provides

- Loss control and safety expert consultations
- Fast, fair claims service
- Financial stability - rated "A" (Excellent) by A.M. Best
- Peace of mind since 1868

Discover more at www.patriotinsuranceco.com.

Keep your coverage up to date



As your business changes and grows and the value of your property increases, your insurance needs will change as well. Talk to your agent to make sure your assets are covered properly.

Register your account online

Take advantage of our online payment option and email delivery system by registering your account at www.patriotinsuranceco.com/register.

Report or track a claim

We are always available at 1-866-460-1776 or secure.patriotinsuranceco.com/phs/fileAclaim.aspx.

Billing services

Call 1-888-235-7225. Please have your account number available so we can best serve you.

Policyholder Disclosure

Notice of Terrorism Insurance Coverage

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. 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 PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

GEORGIA, ILLINOIS, MAINE, NORTH CAROLINA, WISCONSIN: In these states, a terrorism exclusion makes an exception for, (and thereby provides coverage for,) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism and coverage for such fire losses will be provided in your policy. If this is a renewal policy: **coverage will continue to be provided in your policy.** The additional premium just for such fire coverage is stated below. If you reject the offer described above for terrorism coverage, this premium is due.

Acceptance or Rejection of Terrorism Insurance Coverage

- I hereby elect to purchase terrorism coverage for a prospective premium of \$ Waived.
- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date

Notice To Policyholders Commercial General Liability Coverage

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsement. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

This Notice provides information concerning certain reductions in coverage for the endorsement listed below as applicable to your renewal policy being issued by us. Since this notice only addresses reductions in coverage, it does not reference other changes made in your policy, such as those changes that broaden or do not impact coverage.

CG 01 12 New Hampshire Changes

The definitions of "mobile equipment" and "auto" have been revised. Any land vehicle that had been classified as a piece of mobile equipment under your previous policy, will now be considered an auto if that vehicle is subject to registration for use on public roads where it is licensed or principally garaged. With this change, coverage is no longer provided for these types of land vehicles since they are now defined to be autos rather than mobile equipment and subject to the Aircraft, Auto and Watercraft exclusion in your policy, except that tractors with farm tractor registration are not subject to this exclusion. However, the operation of machinery or equipment that is attached to, or part of, such a vehicle will still be covered by your policy.

CG 01 02 New Hampshire Changes

The definitions of "mobile equipment" and "auto" have been revised. Any land vehicle that had been classified as a piece of mobile equipment under your previous policy, will now be considered an auto if that vehicle is subject to registration for use on public roads where it is licensed or principally garaged. With this change, coverage is no longer provided for these types of land vehicles since they are now defined to be autos rather than mobile equipment and subject to the Aircraft, Auto and Watercraft exclusion in your policy. However, the operation of machinery or equipment that is attached to, or part of, such a vehicle will still be covered by your policy.

CG 21 41 Exclusion – Intercompany Products Suits

The absence of intra-family and inter-spousal exceptions to exclusions in newly introduced multistate endorsement CG 21 41, as compared with corresponding withdrawn New Hampshire specific endorsement CG 26 60, represents a reduction in coverage.

Notice To Policyholders
Commercial Liability Umbrella Coverage

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsement. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

This Notice provides information concerning certain reductions in coverage for the endorsement listed below as applicable to your renewal policy being issued by us. Since this notice only addresses reductions in coverage, it does not reference other changes made in your policy, such as those changes that broaden or do not impact coverage.

CU 01 96 New Hampshire Changes

The definitions of "mobile equipment" and "auto" have been revised. Any land vehicle that had been classified as a piece of mobile equipment under your previous policy, will now be defined as an auto if that vehicle is subject to registration for use on public roads where it is licensed or principally garaged. This represents a clarification in coverage.

Note: If the underlying insurance does not include an auto insurance policy (other than auto dealers coverage), this revision represents a reduction in coverage. If the underlying includes an auto dealers policy, this revision represents no change in coverage.

CU 21 08 Exclusion – Intercompany Products Suits

The absence of intra-family and inter-spousal exceptions to exclusions in newly introduced multistate endorsements CU 21 08, as compared with corresponding withdrawn New Hampshire specific endorsements CU 26 20, represents a reduction in coverage.

NAMED INSURED
339 OCEAN BOULEVARD

ACCOUNT NO.
700001032826

AGENT
0180077

NAMED INSURED
339 OCEAN BOULEVARD OWNERS CONDOMINIUM ASSOCIATION
11 Court St Ste 100
Exeter, NH 03833-2745

Renewal
Declaration

ISSUE DATE
08/27/2020 at 11:41 AM

AGENT
Bilodeau Insurance Agency, Inc.
92 Pleasant St.
Brunswick, ME 04011
Phone: (207) 725-2797 Agent: 0180077/0180077

LEGAL ENTITY
Association

Insurer: Frankenmuth Mutual Insurance Company

Summary of Coverages and Premiums

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment. In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide the insurance as stated in this policy.

COVERAGE PARTS	PREVIOUS POLICY NO.	POLICY NO.	POLICY TERM	PREMIUM
Commercial Property		6641139	10/02/2020 to 10/02/2021 12:01 AM	\$100
General Liability		6641139	10/02/2020 to 10/02/2021 12:01 AM	\$1,897
Crime		6641139	10/02/2020 to 10/02/2021 12:01 AM	\$124
Commercial Umbrella		6641139	10/02/2020 to 10/02/2021 12:01 AM	\$3,000
Premium for Terrorism Coverage		6641139	10/02/2020 to 10/02/2021 12:01 AM	Waived
Total Annual Premium				\$5,121

Policy Locations

1
339 Ocean Blvd
Hampton, NH
Rockingham 03842-3709

Billing Information

PAYMENT PLAN 2nd 4-Pay
BILLING METHOD Direct Bill - A Statement of Account or Payment Schedule will be mailed to you.

Payments and credits may be applied to all policies on the same billing account and may be applied from one policy term to another. Payment received for less than the billed amount may be pro-rated to each policy and may result in cancellation of all policies for nonpayment of premium.

NAMED INSURED
339 OCEAN BOULEVARD

ACCOUNT NO.
700001032826

AGENT
0180077

Forms and Endorsements

The following is a list of the forms and endorsements that make up your policy. Refer to these as needed for detailed information concerning your coverage. Some of these forms were provided when you first purchased your insurance. If you have added new coverages or if the form describing a coverage has changed since you purchased or last renewed your policy, a new copy of the form may be found in this package. An asterisk () indicates a new or updated version is included in this package.*

TITLE	FORM NUMBER	EDITION DATE
Commercial Property Coverage Part		
Common Policy Conditions	IL0017	11-98
Effective Time Changes - Replacement Of 12 Noon	IL0022	05-87
Commercial Property Conditions	CP0090	07-88
Building And Personal Property Coverage Form	CP0010	10-12
New Hampshire Changes - Concealment, Misrepresentation Or Fraud	IL0187	09-07
Calculation Of Premium	IL0003	09-08
Cap On Losses From Certified Acts Of Terrorism	IL0952	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	01-15
Amendment Of Limited Coverage For Fungus And Bacteria	02536	07-02
Building Limit -- Automatic Increase	97264	04-20*
Causes Of Loss - Special Form	CP1030	10-12
New Hampshire - Standard Fire Policy Provisions	CP0169	03-11
Exclusion Of Loss Due To Virus Or Bacteria	CP0140	07-06
Exclusion Of Certain Computer-Related Losses	IL0935	07-02
Conditional Exclusion of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)	IL0995	01-07*
Commercial General Liability Coverage Part		
Common Policy Conditions	IL0017	11-98
Commercial General Liability Coverage Form	CG0001	04-13
New Hampshire Changes	CG0112	12-19*
New Hampshire Changes - Cancellation And Nonrenewal	IL0135	01-19
Calculation Of Premium	IL0003	09-08
Cap On Losses From Certified Acts Of Terrorism	CG2170	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	01-15
Commercial Liability Plus	95187	03-09
New Hampshire Changes - Premium Audit Condition	CG0152	04-17
New Hampshire Changes - Amendment Of Representations Condition	CG2655	11-08
Directors and Officers Liability Coverage Form	93083	08-04
New Hampshire Amendatory Endorsement	07785	10-17
Additional Insured - Condominium Unit Owners	CG2004	11-85
Additional Insured - Managers Or Lessors Of Premises	CG2011	04-13*
Limited Fungi Or Bacteria Coverage	CG2425	12-04
Absolute Asbestos Exclusion	93068	01-17
Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception	CG2106	05-14
Employment - Related Practices Exclusion	CG2147	12-07
Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)	CG2187	01-15*
Silica Or Silica - Related Dust Exclusion	CG2196	03-05
Nuclear Energy Liability Exclusion Endorsement	IL0021	09-08

NAMED INSURED
339 OCEAN BOULEVARD

ACCOUNT NO.
700001032826

AGENT
0180077

TITLE	FORM NUMBER	EDITION DATE
Commercial Crime Coverage Part		
Common Policy Conditions	IL0017	11-98
Commercial Crime Coverage Form (Loss Sustained Form)	CR0021	11-15
New Hampshire Changes - Cancellation And Nonrenewal	IL0135	01-19
New Hampshire Changes - Concealment, Misrepresentation Or Fraud	IL0187	09-07
Calculation Of Premium	IL0003	09-08
Include Designated Persons Or Classes Of Persons As Employees	CR2541	10-10*
Exclusion Of Certain Computer-Related Losses	IL0935	07-02
Commercial Umbrella Coverage Part		
Common Policy Conditions	IL0017	11-98
Commercial Liability Umbrella Coverage Form	CU0001	04-13
New Hampshire Changes Covered Autos	CU0135	11-08
New Hampshire Changes	CU0196	12-19*
New Hampshire Changes - Cancellation And Nonrenewal	IL0135	01-19
Cap On Losses From Certified Acts Of Terrorism	CU2130	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	01-15
Condominium Director And Officers Liability Following Form Endorsement	94100	04-07*
General Liability Limitation	05681	04-07
Absolute Asbestos Exclusion	94093	09-05
Amendment Of Liquor Liability Exclusion	CU2113	04-13
Nuclear Energy Liability Exclusion Endorsement	CU2123	02-02*
Fungi Or Bacteria Exclusion	CU2127	12-04
Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)	CU2144	01-15*
Extended Reporting Period for Terrorism Coverage	CU2148	07-04*
Silica Or Silica-Related Dust Exclusion	CU2150	03-05
Communicable Disease Exclusion	CU2158	05-09*
Exclusion- Access Or Disclosure Of Confidential Or Personal Information And Data- Related Liability- With Limited Bodily Injury Exception	CU2186	05-14

Notice To Policyholders

This Notice does not form a part of your insurance contract. The Notice is designed to advise you concerning the applicability and potential applicability of endorsements to your policy that address potential "terrorism" losses, as defined by the Terrorism Risk Insurance Act (TRIA).

Please read this Notice and your entire policy carefully, including all endorsements.

The Terrorism Risk Insurance Act of 2002, as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA 2015), provides for a program under which the federal government will share, with the insurance industry, in the payment of insured losses caused by certain Certified Acts of Terrorism. TRIPRA 2015 continued the federal Program by reauthorizing it, with changes, including extending the termination date from December 31, 2014 to December 31, 2020.

In the absence of affirmative U.S. Congressional action to reauthorize, extend, or otherwise update TRIPRA 2015, in whole or in part, the Program is currently scheduled to expire on December 31, 2020. Since the timetable for any further Congressional action regarding TRIPRA 2015 is presently unknown, while exposure to Certified Acts of Terrorism remains, this Notice to Policyholder is being provided to advise you that your Frankenmuth policy(ies) may be endorsed at renewal to address the potential termination of the federal Program at midnight on December 31, 2020.

Specifically, upon renewal, your policy(ies) may be endorsed with a Conditional Exclusion relating to disposition of the Federal Terrorism Risk Insurance Act, conditioned on whether the federal Program terminates at midnight on December 31, 2020. Thus, any such endorsement will not have any potential effect on your coverage, until after the termination of the federal Program, and then until such time that the Program is renewed, extended, or replaced by U.S. Congress.

No further response or action is required of you at this time. Please direct any further questions or correspondence regarding this Notice to your agent.

NAMED INSURED 339 OCEAN BOULEVARD	POLICY 6641139	POLICY TERM 10/02/2020 to 10/02/2021	AGENT 0180077
---	--------------------------	--	--------------------------------

**Property
Coverage**
Description of Premises

PREMISES	BUILDING	OCCUPANCY
1	1	Condominiums - residential (association risk only) - without mercantile occupancies - 11 to 30 units

Coverages and Premiums
Insurance at the described premises applies only for the coverages shown below.

PREMISES	BUILDING	DESCRIPTION AND DETAILS OF COVERAGE	PREMIUM
1	1	All Personal Property	\$11
LIMIT		COINSURANCE	VALUATION
\$1,000		80%	Replacement Cost
DEDUCTIBLE		INFLATION GUARD	EQ SPRINKLER LEAKAGE ONLY
\$500		Not Applicable	Not Applicable
COVERED CAUSES OF LOSS			
Special			

Commercial Property Minimum Premium	\$89
Total Property Coverage Premium	\$100

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING LIMIT – RENEWAL ADJUSTMENT PROVISION

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM

The Limit of Insurance for Buildings may be adjusted at renewal to reflect changes in reconstruction costs. This adjustment will be based upon Verisk 360Value® Quarterly Construction Cost indexes. The adjustment may be waived by the first Named Insured shown in the Declarations with verification that the resulting coverage amount continues to meet the company's current eligibility requirements.

All other policy provisions apply to this coverage.

IL 09 95 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL
TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
- FARM COVERAGE PART
- STANDARD PROPERTY POLICY

SCHEDULE

The Exception Covering Certain Fire Losses (Paragraph D.) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:	
State(s)	Coverage Form, Coverage Part Or Policy
NH	Commercial Property
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Applicability Of The Provisions Of This Endorsement

1. 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.
 - a. 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, Coverage Part or Policy; or
 - b. 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:
 - (1) 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
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) 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.
2. If the provisions of this endorsement become applicable, such provisions:
 - a. 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 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
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. 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.

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

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

1. That involve the following or preparation for the following:

- a. Use or threat of force or violence; or
- b. Commission or threat of a dangerous act; or
- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

- a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

- b. 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.

- c. The following exclusion is added:

EXCLUSION OF TERRORISM

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

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

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the “terrorism” was to release such materials; or We will pay for direct physical loss of or damage to “leased property” leased to you by the person or organization shown in the Schedule as lessor. Such loss or damage must be caused by or result from a Covered Cause of Loss. Our payment for loss or damage will only be for the account of the owner of the “leased due to the application of a deductible provision.

5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the “terrorism” and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of “terrorism” which occur within a 72- hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **C.5.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of “terrorism” and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of “terrorism”, there is no coverage under this Coverage Form, Coverage Part or Policy

D. 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 coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

E. Application Of Other Exclusions

1. When the Exclusion Of Terrorism applies in accordance with the terms of **C.1.** or **C.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

NAMED INSURED 339 OCEAN BOULEVARD	POLICY 6641139	POLICY TERM 10/02/2020 to 10/02/2021	AGENT 0180077
---	--------------------------	--	--------------------------------

**Commercial
General
Liability
Coverage**

Limits of Insurance

COVERAGE	LIMIT
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit, Any One Premises	\$500,000
Medical Expense Limit, Any One Person	\$5,000
Personal and Advertising Injury Limit, Any One Person or Organization	\$1,000,000
General Aggregate Limit	\$2,000,000

Classification Schedule

PREMISES	DESCRIPTION AND DETAILS OF CLASSIFICATION	PREMIUM
1	Condominiums - residential - (association risk only) Products-Completed Operations are subject to the General Aggregate Limit STATE TERRITORY CLASS CODE DEDUCTIBLE PREMIUM BASIS Premises Operations NH 001 62003 24 Units	\$1,155
1	Condominiums - commercial shopping centers (association risk only) Products-Completed Operations are subject to the General Aggregate Limit STATE TERRITORY CLASS CODE DEDUCTIBLE PREMIUM BASIS Premises Operations NH 001 62001 8,000 Area	\$267
ALL	Managers or Lessors of Premises	\$50
ALL	Commercial Liability Plus (All Locations)	\$175
ALL	Directors And Officers Liability Coverage	\$250
	Occurrence Limit \$1,000,000	Aggregate Limit \$2,000,000
<i>Premises Operations - Total Premium</i>		\$1,422
Total Commercial General Liability Coverage Premium		\$1,897

Additional Interests

PREMISES	NAME AND ADDRESS	ADDITIONAL INTEREST TITLE
ALL	CP MANAGEMENT 11 Court St Exeter, NH 03833-2745	Managers or Lessors of Premises
	Number of Days' Notice 30	Description / Interest 339 Ocean Blvd, Hampton, NH 03842

**COMMERCIAL GENERAL LIABILITY
CG 01 12 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** If Endorsement **CG 21 09, CG 21 10, CG 24 50** or **CG 24 51** is attached to the Policy, Paragraph **A.2.g.(2)(e)** of Endorsement **CG 21 09, CG 21 10, CG 24 50** or **CG 24 51**, whichever is attached, is replaced by the following:
- "Bodily injury" or "property damage" arising out of:
- (i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
 - (ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (iii) Any tractor with a farm tractor registration.
- B.** If Paragraph **A.** of this endorsement does not apply, Paragraph **g.(5)** under Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- "Bodily injury" or "property damage" arising out of:
- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to registration for use on public roads where it is licensed or principally garaged;
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (c) Any tractor with a farm tractor registration.
- C.** If Endorsement **CG 22 71** or **CG 22 72** is attached to the Policy, Paragraphs **A.** and **B.** of this endorsement do not apply with respect to the transportation of students related to the operation of any college or school by you or on your behalf.
- D.** The definitions of "auto" and "mobile equipment" in the **Definitions** section are replaced by the following:
1. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
 2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

**COMMERCIAL GENERAL LIABILITY
CG 20 11 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Premises (Part Leased to You): 339 Ocean Blvd, Hampton, NH 03842
Name of Person or Organization (Additional Insured): CP MANAGEMENT
Additional Premium: \$50.00
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 21 87 01 15**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. Applicability Of The Provisions Of This Endorsement

1. 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.
 - a. 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 Part or Policy; or
 - b. 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:
 - (1) 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
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
- (3) 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.
2. If the provisions of this endorsement become applicable, such provisions:
 - a. 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 an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. 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.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "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.

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

C. 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":**

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

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

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

NAMED INSURED	POLICY	POLICY TERM	AGENT
339 OCEAN BOULEVARD	6641139	10/02/2020 to 10/02/2021	0180077

Crime Coverage

Description of Premises

Insurance for these premises applies only for the coverages shown under "Coverages and Premiums"

PREMISES	BUILDING	LOCATION DESCRIPTION
1		339 Ocean Blvd, Hampton, NH 03842-3709

INSURING AGREEMENTS	LIMIT	DEDUCTIBLE	PREMIUM
Employee Theft	\$100,000	\$250	\$124

Total Crime Coverage Premium \$124

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE DESIGNATED PERSONS OR CLASSES
OF PERSONS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

and applies to the Employee Theft Insuring Agreement:

SCHEDULE

Persons Or Classes Of Persons
Property Manager
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include any natural person or group of persons named or described in the Schedule.



NAMED INSURED
339 OCEAN BOULEVARD

POLICY
6641139

POLICY TERM
10/02/2020 to 10/02/2021

AGENT
0180077

NAMED INSURED
339 OCEAN BOULEVARD OWNERS CONDOMINIUM ASSOCIATION
11 Court St Ste 100
Exeter, NH 03833-2745

Renewal Declaration

ACCOUNT
700001032826

POLICY
6641139

ISSUE DATE
08/27/2020 at
11:41 AM

POLICY TERM
10/02/2020 to 10/02/2021 12:01 AM

AGENT
Bilodeau Insurance Agency, Inc.
92 Pleasant St.
Brunswick, ME 04011
Phone: (207) 725-2797 Agent: 0180077/0180077

LEGAL ENTITY
Association

Insurer: Frankenmuth Mutual Insurance Company

Summary of Limits and Premiums

Limits of Insurance

COVERAGE	LIMIT
Each Occurrence Limit(Liability Coverage)	\$5,000,000
Personal and Advertising Injury(any one person or organization)	\$5,000,000
Aggregate Limit(Liability Coverage)(except with respect to "covered autos")	\$5,000,000
Self-Insured Retention	\$10,000
Premium for Terrorism Coverage	Waived
Minimum Premium \$3,000	<input checked="" type="checkbox"/> Total Premium \$3,000

Forms and Endorsements

The following is a list of the forms and endorsements that make up your policy. Refer to these as needed for detailed information concerning your coverage. Some of these forms were provided when you first purchased your insurance. If you have added new coverages or if the form describing a coverage has changed since you purchased or last renewed your policy, a new copy of the form may be found in this package. An asterisk (*) indicates a new or updated version is included in this package (agent's package will not include updated forms, but will include notices to policyholders).

TITLE	FORM NUMBER	EDITION DATE
Common Policy Conditions	IL0017	11-98
Commercial Liability Umbrella Coverage Form	CU0001	04-13
New Hampshire Changes Covered Autos	CU0135	11-08
New Hampshire Changes	CU0196	12-19*
New Hampshire Changes - Cancellation And Nonrenewal	IL0135	01-19
Cap On Losses From Certified Acts Of Terrorism	CU2130	01-15
Disclosure Pursuant To Terrorism Risk Insurance Act	IL0985	01-15
Condominium Director And Officers Liability Following Form Endorsement	94100	04-07*
General Liability Limitation	05681	04-07
Absolute Asbestos Exclusion	94093	09-05
Amendment Of Liquor Liability Exclusion	CU2113	04-13
Nuclear Energy Liability Exclusion Endorsement	CU2123	02-02*

NAMED INSURED
339 OCEAN BOULEVARD

POLICY
6641139

POLICY TERM
10/02/2020 to 10/02/2021

AGENT
0180077

TITLE	FORM NUMBER	EDITION DATE
Fungi Or Bacteria Exclusion	CU2127	12-04
Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act)	CU2144	01-15*
Extended Reporting Period for Terrorism Coverage	CU2148	07-04*
Silica Or Silica-Related Dust Exclusion	CU2150	03-05
Communicable Disease Exclusion	CU2158	05-09*
Exclusion- Access Or Disclosure Of Confidential Or Personal Information And Data- Related Liability- With Limited Bodily Injury Exception	CU2186	05-14

Schedule of Underlying Insurance

Commercial General Liability - Minimum Applicable Limits

Carrier- Frankenmuth Mutual Insurance Company	Each Occurrence Limit	\$1,000,000
Policy No. - 6641139	Personal and Advertising Injury Limit	\$1,000,000
Term - 10/02/2020 to 10/02/2021	General Aggregate Limit	\$2,000,000
	Products and Completed Operations Aggregate Limit	\$2,000,000

**COMMERCIAL LIABILITY UMBRELLA
CU 01 96 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Paragraph 7. Representations Or Fraud of Section IV – Conditions** is replaced by the following:
- 7. Representations Or Fraud**
- a.** You represent that all information and statements contained in the Declarations are true, accurate and complete. All such information and statements are the basis for our issuing this Policy.
 - b.** Any intentional:
 - (1)** Misrepresentation;
 - (2)** Omission;
 - (3)** Concealment; or
 - (4)** Misstatement of a material fact; in the Declarations or otherwise, which relates to a particular claim, shall be grounds to deny coverage.
 - c.** We do not provide coverage to one or more insureds who, at any time:
 - (1)** Engaged in fraudulent conduct; or
 - (2)** Made a false statement; relating to this insurance.
- B. The definitions of "auto" and "mobile equipment" in the Definitions section** are replaced by the following:
- 1. "Auto" means:**
 - a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b.** Any other land vehicle that is subject to registration for use on public roads where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
 - 2. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**
 - a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c.** Vehicles that travel on crawler treads;
 - d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
 - f.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1)** Equipment designed primarily for:
 - (a)** Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to registration for use on public roads where it is licensed or principally garaged. Land vehicles subject to registration for use on public roads are considered "autos".

Condominium Director and Officers Liability Following Form Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance is extended to apply to liability for any civil claim or claims made against the Named Insured or any Director or Officer of the Named Insured arising out of any wrongful act, error, omission or breach of duty of "Directors and Officers", while acting within the scope of their duties as "Directors and Officers", provided that such liability is covered by valid and collectible "underlying insurance" as listed in the schedule of "underlying insurance" for the full limit shown, and then only for such liability for which coverage is afforded under the "underlying insurance".

Section 1 -- Coverages A and B Exclusions are amended to include the following:

This insurance does not apply to:

1. Any dishonest, fraudulent, criminal or malicious act.
2. Statutory or common law relating to the purchase, sale or disposition of securities.
3. Any violation(s) of any civil rights law.
4. Salary, compensation or bonuses voted to or denied to any insured by the "Directors and Officers" of the Named Insured.
5. Any "wrongful act" in procuring, effecting and maintaining insurance, or with respect to amount, form, conditions or provisions of such insurance.
6. Damages payable in connection with any transaction of any insured out of which any insured shall have gained personal profit or advantage which is not shared equitably by the members of the Named Insured.
7. For fines imposed by law.
8. For damages caused by or resulting from operations (including construction, design, survey and engineering services) performed by or on behalf of the builder, sponsor, or developer of the condominium designated in the Declarations.

9. Based on the failure or inability of any insured to enforce your rights against the builder, sponsor, or developer of the condominium designated in the Declarations.

Section II -- Who Is An Insured is amended to include the following:

1. You are also an insured with respect to claims or "suits" for which you may be obligated to indemnify your "Directors and Officers".
2. Any other person who was one of your "Directors and Officers" at the time a claim arising out of a "wrongful act" was allegedly committed by an insured and upon which a claim is based. Estates, guardians or legal representatives of such persons are also insureds, but only with respect to their duties as such.

Section III -- Limits of Insurance is amended to include the following:

1. All claims arising from a single "wrongful act" or series of related "wrongful acts" shall be deemed to be a separate occurrence.

Section V -- Definitions is amended to include the following:

1. "Directors and Officers" means those individuals which form the administrative body of the Named Insured, provided that each individual is duly elected or appointed by the members of the condominium association to serve on the managing body of that entity.
2. "Wrongful act" means a negligent act, error, omission, or breach of duty of any one or more "Directors and Officers" of the Named Insured while acting in their capacity as such.

This endorsement is subject to the Maintenance of Underlying Insurance Condition in the policy to which it is attached.

**COMMERCIAL LIABILITY UMBRELLA
CU 21 23 02 02**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT
(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- I. The insurance does not apply:**
- A. Under any Liability Coverage, to "bodily injury" or "property damage":**
- (1)** With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**
- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or **(b)** has been discharged or dispersed therefrom;
 - (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
 - (3)** The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.
- II. As used in this endorsement:**
- "Hazardous properties" includes radioactive, toxic or explosive properties.
- "Nuclear material" means "source material", "Special nuclear material" or "by-product material".
- "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- "Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**COMMERCIAL LIABILITY UMBRELLA
CU 21 44 01 15**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL
TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Applicability Of The Provisions Of This Endorsement

1. 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.

- a. 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 Part; or
- b. 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:

- (1) 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
- (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
- (3) 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.

2. If the provisions of this endorsement become applicable, such provisions:

- a. 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 an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. 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.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

- 1. "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.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

C. 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":**

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

- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- 6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

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

**COMMERCIAL LIABILITY UMBRELLA
CU 21 48 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPORTING PERIOD FOR TERRORISM COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

If any "underlying insurance" is written on a claims-made basis, the following provision is added to the insurance provided by this policy which is excess over that underlying insurance and supersedes any provision to the contrary when an exclusion of terrorism contained in a Conditional Exclusion of Terrorism endorsement attached to this policy goes into effect.

If:

- a.** An incident of terrorism occurred before the conditional exclusion went into effect, but not before November 26, 2002;
- b.** A claim arising out of that incident would have been covered under the provisions of this insurance had the claim been made prior to the conditional exclusion taking effect; and
- c.** That claim is for any injury or damage arising out of the incident of terrorism and it is made within 5 years after the date the conditional exclusion went into effect;

that claim will be considered to have been first made prior to the time that the conditional exclusion went into effect.

This provision does not apply to claims covered by subsequent insurance you purchase, or that would have been covered but for the exhaustion of the amount of insurance applicable to such claims.

The phrase, any injury or damage, means "any injury or damage" as defined in a Conditional Exclusion of Terrorism endorsement.

**COMMERCIAL LIABILITY UMBRELLA
CU 21 58 05 09**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:
- 2. Exclusions**
- This insurance does not apply to:
- Communicable Disease**
- "Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
 - b. Testing for a communicable disease;
 - c. Failure to prevent the spread of the disease; or
 - d. Failure to report the disease to authorities.
- B.** The following is added to Paragraph 2.a. of Section I – **Coverage B – Personal And Advertising Injury Liability**:
- 2. Exclusions**
- This insurance does not apply to:
- a. "Personal and advertising injury":
- Communicable Disease**
- Arising out of the actual or alleged transmission of a communicable disease.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:
- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
 - (2) Testing for a communicable disease;
 - (3) Failure to prevent the spread of the disease; or
 - (4) Failure to report the disease to authorities.



SAFETY SERVICE – LOSS CONTROL

We go above and beyond to help our customers avoid losses in the first place.

At Patriot Mutual Insurance, we don't just take pride in protecting businesses. We take pride in the way we're able to protect the business owners, too. Of course we offer the basics - Property insurance, Workers Compensation, Commercial Auto insurance and Umbrella insurance. But we also offer the little extras that help businesses run smoother during the workday, and business owners sleep sounder during the night.

Within our Loss Control program, we offer access to loss control consultants who can:

- Identify hazards and perform loss analysis
- Evaluate existing safety programs
- Recommend ways to make your business safer

We also provide an array of services and customized plans for your client's risk management needs:

- No-cost safety training with streaming online videos, PowerPoints and quizzes
- Workplace assessments to identify job hazards
- Development of individual risk management strategies for each location
- Lead and support safety meetings
- Risk control recommendations
- Safety programs audits/reviews
- Mock OSHA inspections
- Hazard evaluations surveys and jobsite visits
- Lifting injury reductions programs
- Development of safety behavior programs
- Competent fall protection training
- Risk transfer seminars
- Safety committee development and support
- Development of risk management action plans and more

Ready to have a frank conversation? Contact Michael Lightsey, our Technical Coordinator, today.

Michael Lightsey,

Technical Coordinator, Loss Control

michael.lightsey@fmins.com

989.652.6121 x 4240