

Order Details

Ordered on September 15, 2020 | Order# 112-9189927-4969866

[View or Print invoice](#)

Shipping Address

Christine Carrage
549 DAYTON AVE
SAINT PAUL, MN 55102-1709
United States

Payment Method

Debit **** 9390

Order Summary

Item(s) Subtotal:	\$181.49
Shipping & Handling:	\$0.00
Total before tax:	\$181.49
Estimated tax to be collected:	\$14.29
Grand Total:	\$195.78



Harbor Breeze Twin Breeze li 74-in Oil-rubbed Bronze Outdoor Downrod Ceiling Fan

Sold by: GoFrankGo

[Return and product support eligibility](#) ▾

\$181.49

Condition: New

 Buy it again

[Write a product review](#)

[Archive order](#)



4325 East 66th St
 Inver Grove Heights MN 55075
Customer Service (952) 941-5174
 RepublicServices.com/Support

Important Information

With My Republic Services, you can easily pay your bill, schedule a pickup and more. Sign up today at RepublicServices.com/MyAccount

Account Number 3-0923-0077397
Invoice Number 0923-004778881
Invoice Date October 05, 2021
Previous Balance \$194.20
Payments/Adjustments -\$194.20
Current Invoice Charges \$189.68

Autopayment \$189.68	Payment Due Date October 25, 2021
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PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 07/26	5555555	-\$194.20

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Christine Carragee 549 Dayton Ave CSA N007595173				
Saint Paul, MN Contract: 69354 (C1)				
1 Trash Cart 64/65 Gal, 1 Lift Per Week				
Residential Service 10/01-12/31			\$68.85	\$68.85
1 Trash Cart 64/65 Gal, 1 Lift Per Week				
Residential Service 10/01-12/31			\$68.85	\$68.85
Total Solid Waste Management Tax				\$13.42
Total County Environmental Charge				\$38.56
CURRENT INVOICE CHARGES, AutoPayment due on October 25, 2021				\$189.68

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4325 East 66th St
 Inver Grove Heights MN 55075

Do not Pay
 * Thank You For Your Automatic Payment *

Autopayment \$189.68
Payment Due Date October 25, 2021
Account Number 3-0923-0077397
Invoice Number 0923-004778881

Return Service Requested

For Billing Address Changes,
 Check Box and Complete Reverse.

Make Checks Payable To:

CHRISTINE CARRAGEE
 549 DAYTON AVE
 SAINT PAUL MN 55102-1709

REPUBLIC SERVICES #923
 PO BOX 9001154
 LOUISVILLE KY 40290-1154



UNDERSTANDING YOUR BILL

Visit RepublicServices.com/MyBill

Check Processing

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

Cancellation & Payment Policy

Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

Understanding Our Rates, Charges and Fees

If you are receiving service from Republic Services without a written contract, please visit RepublicServices.com/Fees to review the financial terms and conditions relating to your service. If you are receiving service from Republic Services pursuant to a written contract, but have questions relating to any charges or fees, RepublicServices.com/Fees provides a detailed description of Republic Services most common charges and fees. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice.

IMPORTANT INFORMATION

(Continued from Page 1)

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Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	



11380 Courthouse Blvd
 Inver Grove Heights MN 55077
Customer Service (952) 941-5174
 RepublicServices.com/Support

Account Number 3-0923-0077397
Invoice Number 0923-005125198
Invoice Date October 05, 2022
Previous Balance \$193.12
Payments/Adjustments -\$193.12
Current Invoice Charges \$193.12

Important Information

Generally, you'll have a shorter wait time if you call after Wednesday . With My Republic Services, you can easily pay your bill, schedule a pickup and more. Sign up today at RepublicServices.com/MyAccount

Total Amount Due \$193.12	Payment Due Date October 25, 2022
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PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 07/25	5555555	-\$193.12

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Christine Carragee 549 Dayton Ave CSA N007595173				
Saint Paul, MN Contract: 69354 (C1)				
1 Trash Cart 64/65 Gal, 1 Lift Per Week				
Residential Service 10/01-12/31			\$70.10	\$70.10
1 Trash Cart 64/65 Gal, 1 Lift Per Week				
Residential Service 10/01-12/31			\$70.10	\$70.10
Total Solid Waste Management Tax				\$13.66
Total County Environmental Charge				\$39.26
CURRENT INVOICE CHARGES				\$193.12

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11380 Courthouse Blvd
 Inver Grove Heights MN 55077

Thank You For Choosing Paperless

Total Enclosed

Return Service Requested

CHRISTINE CARRAGEE
 2265 HARVARD ST
 PALO ALTO CA 94306-1359

Total Amount Due \$193.12
Payment Due Date October 25, 2022
Account Number 3-0923-0077397
Invoice Number 0923-005125198

For Billing Address Changes,
 Check Box and Complete Reverse.

Make Checks Payable To:

REPUBLIC SERVICES #923
 FOR AWS OF NORTH AMERICA, LLC
 PO BOX 9001154
 LOUISVILLE KY 40290-1154



UNDERSTANDING YOUR BILL

Visit RepublicServices.com/MyBill

Check Processing

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

Cancellation & Payment Policy

Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

Understanding Our Rates, Charges and Fees

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BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	



11380 Courthouse Blvd
 Inver Grove Heights MN 55077
Customer Service (952) 941-5174
 RepublicServices.com/Support

Account Number 3-0923-0077397
Invoice Number 0923-005387033
Invoice Date July 05, 2023
Previous Balance \$208.52
Payments/Adjustments -\$208.52
Current Invoice Charges \$208.52

Important Information

Generally, you'll have a shorter wait time if you call after Wednesday . With My Republic Services, you can easily pay your bill, schedule a pickup and more. Sign up today at RepublicServices.com/MyAccount

Total Amount Due \$208.52	Payment Due Date July 25, 2023
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PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 04/25	5555555	-\$208.52

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Christine Carragee 549 Dayton Ave CSA N007595173				
Saint Paul, MN Contract: 69354 (C1)				
1 Trash Cart 64/65 Gal, 1 Lift Per Week				
Residential Service 07/01-09/30			\$75.69	\$75.69
1 Trash Cart 64/65 Gal, 1 Lift Per Week				
Residential Service 07/01-09/30			\$75.69	\$75.69
Total Solid Waste Management Tax				\$14.76
Total County Environmental Charge				\$42.38
CURRENT INVOICE CHARGES				\$208.52

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11380 Courthouse Blvd
 Inver Grove Heights MN 55077

Thank You For Choosing Paperless

Total Enclosed

Return Service Requested

CHRISTINE CARRAGEE
 2265 HARVARD ST
 PALO ALTO CA 94306-1359

Total Amount Due \$208.52
Payment Due Date July 25, 2023
Account Number 3-0923-0077397
Invoice Number 0923-005387033

For Billing Address Changes,
 Check Box and Complete Reverse.

Make Checks Payable To:

REPUBLIC SERVICES #923
 FOR AWS OF NORTH AMERICA, LLC
 PO BOX 9001154
 LOUISVILLE KY 40290-1154



UNDERSTANDING YOUR BILL

Visit RepublicServices.com/MyBill

UNDERSTANDING OUR RATES, CHARGES, AND FEES

Visit Republicservices.com/customer-support/fee-disclosures

Responsible Party

All waste services are managed, performed, and billed for by individual operating subsidiaries of Republic Services, Inc. Republic Services, Inc. itself does not perform any waste services, nor does it contract for such services. The operating entity providing your waste service is identified on your invoice. Accordingly, all obligations to you, including providing quality service and billing you for service, rests with the operating entity identified on your invoice.

Residential Customers

If you are a residential customer receiving service without a signed customer service agreement, your service is subject to and governed by the Service Terms for Residential Customers located at Republicservices.com/customer-support/residential-service-terms, which include a **CLASS ACTION WAIVER** and **ARBITRATION CLAUSE**, and our right to charge you a container removal fee upon termination of service, among other terms. These terms are subject to change so please review them upon receipt of your invoice. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice. Please note that some or all of the Service Terms for Residential Customers may not apply if your services are subject to terms mandated by a governmental entity in your locality.

Check Processing

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

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BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	



AMERICAN FAMILY INSURANCE COMPANY
 16190 HIGHWAY 7
 MINNETONKA MN 55345-3403

AmFam.com

1-800-MY AMFAM® (692-6326)

December 22, 2021

CHRISTINE CARRAGEE
 2265 HARVARD ST
 PALO ALTO CA 94306-1359

Regarding your Businessowners Policy

We appreciate your business
 Important policy information enclosed

Policy number	Billing account number
91002-30495-59	686-519-209-61

Since 1927, American Family Insurance has made it our business to give our customers peace of mind by providing excellent customer service and financial protection.

To help you become better acquainted with your new Businessowners insurance, we have enclosed your declarations page, policy, endorsements and special notices. Please review these items carefully.

Thank you for placing your trust in American Family. We will work hard to ensure your satisfaction and peace of mind. If you have questions about this information, please contact your agent listed below or call us at 1-800-MY AMFAM (1-800-692-6326).

Commercial - Farm/Ranch Division
 1-800-MY AMFAM (1-800-692-6326)

AMERICAN FAMILY INSURANCE COMPANY

Your American Family Agent is:

Dean Burrington Agency Inc

dburring@amfam.com

16190 Highway 7
 Minnetonka MN 55345-3403
 952-474-5252

BUSINESSOWNERS POLICY

AMERICAN FAMILY INSURANCE COMPANY

6000 American Pkwy
Madison WI 53783-0001
(608) 249-2111

Member of American Family Insurance Group

THIS POLICY CONSISTS OF:**- DECLARATIONS****- BUSINESSOWNERS COVERAGE FORM****- APPLICABLE FORMS AND ENDORSEMENTS**

Notification of changes to the Businessowners Policy that occur during the policy term will be made using a change endorsement that is issued by us and made a part of this policy. Whenever the sentence "Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations" appears in an endorsement attached to this policy, the sentence is changed to read:

Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations or on a change endorsement issued by us, and made a part of this policy.

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OFFER OF TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM



American Family Insurance Company
6000 American Parkway
Madison WI 53783

For customer service and claims service
24 hours a day, 7 days a week

1-800-MY AMFAM (1-800-692-6326)
amfam.com

APPLICANT (First Named Insured): Christine Carragee	
DOING BUSINESS AS NAME (dba) Check if None <input checked="" type="checkbox"/>	
PRODUCER CODE: Dean Burrington Agency Inc (2914)	POLICY NUMBER: 91002-30495-59

American Family Insurance Company

POLICY TYPE
Businessowners Policy

Thank you for insuring with American Family Insurance. This notice provides you with important information about the Terrorism Risk Insurance Program Reauthorization Act of 2015. Please read the information below about the act and notify American Family of your decision to accept or reject the coverage for "certified acts of terrorism".

Some Background

On Nov. 26, 2002, President Bush signed the Terrorism Risk Insurance Act into law, which requires insurance carriers to make coverage available to policyholders for losses due to "certified acts of terrorism". This law has been reauthorized since then, and the latest reauthorization occurred in January of 2015 when President Obama signed the Terrorism Risk Insurance Program Reauthorization Act of 2015 into law. The most recent reauthorization extends the current program for six years.

As an American Family customer, you have the right, under the recently reauthorized law, to purchase insurance coverage for losses resulting from "certified acts of terrorism", which are defined as: any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism. The criteria contained in that law for certifying an act of terrorism includes the following:

- The act is a violent act or an act that is dangerous to human life, property or infrastructure;
- The act results in aggregate property and casualty insurance losses in excess of \$5 million; and
- The act is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Further Explanation

Where coverage is provided under the act for losses resulting from "certified acts of terrorism", such losses may be partially reimbursed by the United States Government as established by the act. You should also understand that your policy may contain exclusions (not part of the act) that might affect your coverage. For example, if a "certified act of terrorism" occurs and results in damage that you're not covered for under other portions of your policy, the terrorism coverage may not apply to the loss because you need to have underlying coverage to qualify for a "certified act of terrorism" loss covered by the act.

You should also be aware that the reauthorized act contains a \$100 billion cap that limits United States

Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" to \$100 billion per calendar year. What this means is, if the combined insured losses for all insurers exceeds \$100 billion, your coverage may be reduced due to the cap.

Per the act, 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 American Family Insurance. 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.

Disclosure Of Premium

Policy	Premium Charge for Certified Acts of Terrorism	* Fire Following Exposure Charge
Businessowners Policy	1.76% of the total premium	.45% of the total premium

*** Please note a coverage exception for the locations and policy types listed below.**

Certain states have mandated that even if you elect to reject the "certified acts of terrorism" coverage, your rejection does not apply to fire losses resulting from an act of terrorism, and the coverage in your policy for such fire losses will continue. Therefore, the "**fire following exposure charge**" (listed in the chart above) applies in this case.

For Businessowners Policies, the following states mandate coverage for fire losses that result from acts of terrorism: **Arizona, Georgia, Illinois, Iowa, Missouri, Oregon, Washington and Wisconsin.

**In Arizona, the exception applies to building coverage if it is a 1-4 unit dwelling.

TERRORISM INSURANCE COVERAGE OPTIONS

(Please indicate your choice by checking the appropriate box.)

I accept coverage for "certified acts of terrorism". I understand that I will be charged an additional premium for this coverage as shown in the previous section.

I do not wish to purchase coverage for "certified acts of terrorism". I understand that as a result, an exclusion for losses caused by acts of terrorism will be made part of this policy.

Your decision to accept or reject coverage for "certified acts of terrorism" applies to the term of this policy. You will receive an offer and disclosure at each renewal as required by the act.

APPLICANT (First Named Insured)

Christine Carragee

APPLICANT'S SIGNATURE

Verified by Remote Click2Sign

DATE

12/21/2021 02:32 PM

PRODUCER CODE

Dean Burrington Agency Inc (2914)

POLICY NUMBER

91002-30495-59

Declarations Businessowners Policy



Please read your policy

American Family Insurance Company
6000 American Parkway
Madison WI 53783

For customer service and claims service
24 hours a day, 7 days a week

1-800-MY AMFAM (1-800-692-6326)
amfam.com

Named Insured And Mailing Address

Christine Carragee
2265 Harvard St
Palo Alto CA 94306-1359

Policy Information

Policy number	Policy period	Billing account number
91002-30495-59	1/1/2022 to 1/1/2023 12:01 A.M. Standard Time at your mailing address shown above.	686-519-209-61

Business and Operations Information

Year Started: 2018
Description of Business and Operations: rental homes
Form of Business: Individual

Insurance applies only for coverages for which a limit of insurance or the word "Included" is shown unless coverage is provided by an endorsement. Blanket Insurance applies only for coverages for which a Blanket Limit of Insurance is shown.

As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Policy Number: 91002-30495-59

Premium Information	
Total Advance Premium Per Term (Excluding Surcharges and Terrorism):	\$2,462.99
Minnesota Fire Safety Surcharge:	\$4.95
Minnesota Firefighter Relief Surcharge:	\$12.73
Certified Acts of Terrorism Premium:	\$0.00
Total Advance Premium Per Term:	\$2,480.67
Premium with Customer Full Pay Discount (not available on policies billed to a Third Party):	\$2,356.88

This premium may be subject to adjustment. You may be charged a fee when: (a) you pay less than the full amount due; (b) your payment is late; and/or (c) when your bank does not honor your check or electronic payment. Refer to your Billing Notice for fee amounts.

Policy Level Coverages	
Property Causes Of Loss	
Causes Of Loss	Risks of Direct Physical Loss
General Liability	
Liability And Medical Expense Limit	\$1,000,000 Per Occurrence
Medical Expense Limit	\$1,000
Other Than Products/Completed Operations Aggregate.....	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Vandalism Deductible - Residential Occupancies	Refer to BP 83 02

Third Party Interest Information				
Name		Mailing Address		
WELLS FARGO BANK NA #936 ITS SUCCESSORS AND/OR ASSIGNS		PO BOX 100515 FLORENCE SC 29502-0515		
Associated Buildings and Structures				
Loan/Lease Number	Interest Type	Location Number	Building Number	Description Of Property
0606707289	First Mortgagee	1	1	Duplex (2 Units) - rental duplex

Agent Information

Dean Burrington Agency Inc

dburring@amfam.com

16190 Highway 7
 Minnetonka MN 55345-3403
 952-474-5252

AUTHORIZED REPRESENTATIVE

William B. West
 President

[Signature]
 Secretary

Policy Number: 91002-30495-59

Location 1 - Location Details

Program: Rental Dwelling

Location Address: 549 DAYTON AVE SAINT PAUL MN 55102-1709

Location Description:

Location 1 - Location Level Coverages

Per Location Property Deductible (Apply Per Location, Per Occurrence)

Deductible \$2,500

Windstorm Or Hail Deductible

Deductible \$2,500

Policy Number: 91002-30495-59

Location 1 Building 1 - Building Level Details

Building Address: 549 DAYTON AVE SAINT PAUL MN 55102-1709

Occupancy: Duplex (2 Units)

Building Interest: Owner - Leased to Other

Building Description: rental duplex

Location 1 Building 1 - Building Level Coverages

Building

Limit Of Insurance \$491,900

Equipment Breakdown Coverage applies.

Replacement Cost Coverage applies.

Business Income Options

Extended Number of Days For Ordinary Payroll Expense 60 Days - Included

Extended Number of Days For Extended Business Income 60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance \$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days 12-Months

72 Hour Waiting Period applies.

Policy Number: 91002-30495-59

Forms And Endorsements		
Form Number	Edition Date	Title
BP 00 03	07 13	Businessowners Coverage Form
BP 04 17	01 10	Employment-Related Practices Exclusion
BP 04 39	07 02	Abuse Or Molestation Exclusion
BP 04 93	01 06	Total Pollution Exclusion With A Building Heating Equipment Exception And A Hostile Fire Exception
BP 05 01	07 02	Calculation of Premium
BP 05 17	01 06	Exclusion - Silica Or Silica-Related Dust
BP 05 24	01 15	Exclusion Of Certified Acts Of Terrorism
BP 05 41	01 15	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
BP 05 77	01 06	Fungi Or Bacteria Exclusion (Liability)
BP 05 98	07 13	Amendment Of Insured Contract Definition
BP 14 78	07 13	Exclusion Of Loss Due To By-Products Of Production Or Processing Operations (Rental Properties)
BP 15 04	02 19	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
BP 83 02	01 07	Vandalism Deductible - Residential Occupancies
BP 85 04	07 10	Exclusion - Lead Liability
BP 85 05	07 98	Exclusion - Punitive Damages
BP 85 10	07 98	Other Insurance Limitation Liability And Medical Expenses
BP 85 12	01 06	Asbestos Exclusion
BP IN 01	07 13	Businessowners Coverage Form Index
BPF 80 01	08 18	Businessowners Policy Jacket
BPF 80 03	08 18	Businessowners Coverage Form Changes
BPF 81 02	08 18	Property Coverage Changes
BPF 81 11	08 18	Minnesota Changes
BPF 83 11	08 18	Minnesota Windstorm Or Hail Flat Deductible
BPF 84 11	08 18	Building Limit Inflation Protection Coverage
BPF 85 25	08 18	Marijuana Exclusion
BPF 86 03	08 18	Roof Surfacing Loss Payment Schedule

The complete policy consists of these declarations and the forms and endorsements at the time of issue.

Each paid claim under **Section II - Liability** and **Medical Expenses** coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to **Section II - Liability** in the BUSINESSOWNERS COVERAGE FORM and any attached endorsements.

BUSINESSOWNERS COVERAGE FORM INDEX

This index is provided only as a convenience. It should not be assumed to provide a reference to every provision that can affect a question, claim or coverage. To determine the full scope of coverage and pertinent restrictions and exclusions, the policy (including endorsements) must be read in its entirety. The features may also be affected by related provisions not referenced at all in the index, or noted elsewhere in it. For instance, an **Exclusion** feature addresses a specific policy exclusion; but restrictions of coverage and exclusions also appear within the areas where coverage, covered causes of loss, etc., are described.

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BUSINESSOWNERS COVERAGE FORM

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

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

In Section II – Liability, the word "insured" means any person or organization qualifying as such under Paragraph C. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph H. Property Definitions in Section I – Property and Paragraph F. Liability And Medical Expenses Definitions in Section II – Liability.

SECTION I – PROPERTY

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property includes Buildings as described under Paragraph a. below, Business Personal Property as described under Paragraph b. below, or both, depending on whether a Limit Of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under Paragraph 2. Property Not Covered.

a. Buildings, meaning the buildings and structures at the premises described in the Declarations, including:

- (1)** Completed additions;
- (2)** Fixtures, including outdoor fixtures;
- (3)** Permanently installed:
 - (a)** Machinery; and
 - (b)** Equipment;
- (4)** Your personal property in apartments, rooms or common areas furnished by you as landlord;

(5) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:

- (a)** Fire extinguishing equipment;
- (b)** Outdoor furniture;
- (c)** Floor coverings; and
- (d)** Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(6) If not covered by other insurance:

- (a)** Additions under construction, alterations and repairs to the buildings or structures;
- (b)** Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

b. Business Personal Property located in or on the buildings or structures at the described premises or in the open (or in a vehicle) within 100 feet of the buildings or structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, including:

- (1)** Property you own that is used in your business;
- (2)** Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph E.5.d.(3)(b);
- (3)** Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a)** Made a part of the building or structure you occupy but do not own; and
 - (b)** You acquired or made at your expense but cannot legally remove;
- (4)** Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph 1.b.(2); and

- (5) Exterior building glass, if you are a tenant and no Limit Of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration;
- b. "Money" or "securities" except as provided in the:
 - (1) Money And Securities Optional Coverage; or
 - (2) Employee Dishonesty Optional Coverage;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants which are part of a vegetated roof), all except as provided in the:
 - (1) Outdoor Property Coverage Extension; or
 - (2) Outdoor Signs Optional Coverage;
- f. Watercraft (including motors, equipment and accessories) while afloat;
- g. Accounts, bills, food stamps, other evidences of debt, accounts receivable or "valuable papers and records"; except as otherwise provided in this policy;
- h. "Computer(s)" which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration. This paragraph does not apply to "computer(s)" while held as "stock";

- i. "Electronic data", except as provided under Additional Coverages – Electronic Data. This Paragraph i. does not apply to your "stock" of prepackaged software or to "electronic data" which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system; or
- j. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings.

3. Covered Causes Of Loss

Direct physical loss unless the loss is excluded or limited under Section I – Property.

4. Limitations

- a. We will not pay for loss of or damage to:
 - (1) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - (2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - (3) Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property. This limitation does not apply to the Optional Coverage for Money and Securities.
 - (4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
 - (5) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

- (b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- (6) Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
 - (a) Dampness or dryness of atmosphere or of soil supporting the vegetation;
 - (b) Changes in or extremes of temperature;
 - (c) Disease;
 - (d) Frost or hail; or
 - (e) Rain, snow, ice or sleet.
- b. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - (1) Animals, and then only if they are killed or their destruction is made necessary.
 - (2) Fragile articles such as glassware, statuary, marble, chinaware and porcelain, if broken. This restriction does not apply to:
 - (a) Glass that is part of the exterior or interior of a building or structure;
 - (b) Containers of property held for sale; or
 - (c) Photographic or scientific instrument lenses.
- c. For loss or damage by theft, the following types of property are covered only up to the limits shown (unless a higher Limit Of Insurance is shown in the Declarations):
 - (1) \$2,500 for furs, fur garments and garments trimmed with fur.
 - (2) \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - (3) \$2,500 for patterns, dies, molds and forms.

5. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
 - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
 - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
 - (d) Remove property of others of a type that would not be Covered Property under this policy;
 - (e) Remove deposits of mud or earth from the grounds of the described premises;
 - (f) Extract "pollutants" from land or water; or
 - (g) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most that we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

- (b) Subject to Paragraph (3)(a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

Example 1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable	\$ 10,000
	(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example 2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense	\$ 40,000
Debris Removal Expense Payable	
	Basic Amount \$ 10,500
	Additional Amount \$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

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

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

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

d. Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in Paragraphs **d.(1)** through **d.(7)**.

- (1) For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- (2) We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this policy or that contains Covered Property insured under this policy, if such collapse is caused by one or more of the following:
 - (a) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

(b) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

(c) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.

(d) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

(i) A cause of loss listed in Paragraph **(2)(a)** or **(2)(b)**;

(ii) One or more of the "specified causes of loss";

(iii) Breakage of building glass;

(iv) Weight of people or personal property; or

(v) Weight of rain that collects on a roof.

(3) This Additional Coverage – Collapse does **not** apply to:

(a) A building or any part of a building that is in danger of falling down or caving in;

(b) A part of a building that is standing, even if it has separated from another part of the building; or

(c) A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(4) With respect to the following property:

(a) Awnings;

(b) Gutters and downspouts;

(c) Yard fixtures;

(d) Outdoor swimming pools;

(e) Piers, wharves and docks;

(f) Beach or diving platforms or appurtenances;

(g) Retaining walls; and

(h) Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in Paragraphs **(2)(a)** through **(2)(d)**, we will pay for loss or damage to that property only if such loss or damage is a direct result of the abrupt collapse of a building insured under this policy and the property is Covered Property under this policy.

- (5)** If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- (a)** The collapse of personal property was caused by a cause of loss listed in Paragraphs **(2)(a)** through **(2)(d)** of this Additional Coverage;
 - (b)** The personal property which collapses is inside a building; and
 - (c)** The property which collapses is not of a kind listed in Paragraph **(4)**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **(5)** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- (6)** This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- (7)** This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this policy.
- (8)** The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in Paragraphs **d.(1)** through **d.(7)**.

e. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the loss or damage, but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- (1)** Results in discharge of any substance from an automatic fire protection system; or
- (2)** Is directly caused by freezing.

f. Business Income

(1) Business Income

- (a)** We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises mean:

- (i)** The portion of the building which you rent, lease or occupy;
- (ii)** The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (iii)** Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

- (b) We will only pay for loss of Business Income that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage. We will only pay for ordinary payroll expenses for 60 days following the date of direct physical loss or damage, unless a greater number of days is shown in the Declarations.
- (c) Business Income means the:
- (i) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and
 - (ii) Continuing normal operating expenses incurred, including payroll.
- (d) Ordinary payroll expenses:
- (i) Means payroll expenses for all your employees except:
 - i. Officers;
 - ii. Executives;
 - iii. Department Managers;
 - iv. Employees under contract; and
 - v. Additional Exemptions shown in the Declarations as:
 - Job Classifications; or
 - Employees.
 - (ii) Include:
 - i. Payroll;
 - ii. Employee benefits, if directly related to payroll;
 - iii. FICA payments you pay;
 - iv. Union dues you pay; and
 - v. Workers' compensation premiums.

(2) Extended Business Income

- (a) If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:
- (i) Begins on the date property except finished stock is actually repaired, rebuilt or replaced and "operations" are resumed; and
 - (ii) Ends on the earlier of:
 - i. The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or
 - ii. 60 consecutive days after the date determined in Paragraph (a)(i) above, unless a greater number of consecutive days is shown in the Declarations.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

- (b) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.
- (3) With respect to the coverage provided in this Additional Coverage, suspension means:
- (a) The partial slowdown or complete cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

g. Extra Expense

- (1) We will pay necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises mean:

- (a) The portion of the building which you rent, lease or occupy;
 - (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
 - (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.
- (2) Extra Expense means expense incurred:
- (a) To avoid or minimize the suspension of business and to continue "operations":
 - (i) At the described premises; or
 - (ii) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
 - (b) To minimize the suspension of business if you cannot continue "operations".

(c) To:

- (i) Repair or replace any property; or
 - (ii) Research, replace or restore the lost information on damaged "valuable papers and records";
- to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or Additional Coverage f. Business Income.
- (3) With respect to the coverage provided in this Additional Coverage, suspension means:
- (a) The partial slowdown or complete cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

h. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay for each location under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

i. Civil Authority

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for necessary Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
- (2) When your Civil Authority Coverage for Business Income ends;

whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

j. Money Orders And "Counterfeit Money"

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss under this Additional Coverage is \$1,000.

k. Forgery Or Alteration

- (1) We will pay for loss resulting directly from forgery or alteration of any check, draft, promissory note, bill of exchange or similar written promise of payment in "money" that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
- (3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act and will be treated the same as the original it replaced.
- (4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$2,500, unless a higher Limit Of Insurance is shown in the Declarations.

l. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings insured on a replacement cost basis.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in Paragraphs (3) through (9) of this Additional Coverage.

- (3) The ordinance or law referred to in Paragraph (2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
- (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
- (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot; or
 - (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet rot or dry rot.
- (6) The most we will pay under this Additional Coverage, for each described building insured under Section I – Property, is \$10,000. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building, is \$10,000.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

(a) We will not pay for the Increased Cost of Construction:

- (i) Until the property is actually repaired or replaced, at the same or another premises; and
- (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment Property Loss Condition in Section I – Property do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in Paragraph (6) of this Additional Coverage, is not subject to such limitation.

m. Business Income From Dependent Properties

(1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property or secondary dependent property caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss at the premises of a dependent property or secondary dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property or secondary dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is \$5,000 unless a higher Limit Of Insurance is indicated in the Declarations.

- (2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:
- (a) Source of materials; or
 - (b) Outlet for your products.
- (3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
- (4) Dependent property means property owned by others whom you depend on to:
- (a) Deliver materials or services to you, or to others for your account. But services does not mean water supply services, wastewater removal services, communication supply services or power supply services;
 - (b) Accept your products or services;
 - (c) Manufacture your products for delivery to your customers under contract for sale; or
 - (d) Attract customers to your business.
- The dependent property must be located in the coverage territory of this policy.
- (5) Secondary dependent property means an entity which is not owned or operated by a dependent property and which:
- (a) Delivers materials or services to a dependent property, which in turn are used by the dependent property in providing materials or services to you; or

- (b) Accepts materials or services from a dependent property, which in turn accepts your materials or services.

A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or structure is not a secondary dependent property.

Any property which delivers any of the following services is not a secondary dependent property with respect to such services:

- (i) Water supply services;
- (ii) Wastewater removal services;
- (iii) Communication supply services; or
- (iv) Power supply services.

The secondary dependent property must be located in the coverage territory of this policy.

- (6) The coverage period for Business Income under this Additional Coverage:
- (a) Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property or secondary dependent property; and
 - (b) Ends on the date when the property at the premises of the dependent property or secondary dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- (7) The Business Income coverage period, as stated in Paragraph (6), does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:
- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.

- (8) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income From Dependent Properties Additional Coverage.

n. Glass Expenses

- (1) We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- (2) We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

o. Fire Extinguisher Systems Recharge Expense

- (1) We will pay:
- (a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and
- (b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.
- (2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.
- (3) The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

p. Electronic Data

- (1) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore "electronic data" which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.

- (2) The Covered Causes of Loss applicable to Business Personal Property include a computer virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.

- (3) The most we will pay under this Additional Coverage – Electronic Data for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is \$10,000, unless a higher Limit Of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

- (4) This Additional Coverage does not apply to your "stock" of prepackaged software, or to "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

q. Interruption Of Computer Operations

- (1) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a suspension of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a Covered Cause of Loss.

- (2) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
- (a) Coverage under this Additional Coverage – Interruption Of Computer Operations is limited to the "specified causes of loss" and Collapse.
 - (b) If the Businessowners Coverage Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage.
 - (c) The Covered Causes of Loss include a computer virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.
- (3) The most we will pay under this Additional Coverage – Interruption Of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved, is \$10,000 unless a higher Limit Of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (4) This Additional Coverage – Interruption Of Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (3) above has not been exhausted.
- (5) Coverage for Business Income does not apply when a suspension of "operations" is caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs (1) through (4) of this Additional Coverage.

(6) Coverage for Extra Expense does not apply when action is taken to avoid or minimize a suspension of "operations" caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs (1) through (4) of this Additional Coverage.

(7) This Additional Coverage does not apply when loss or damage to "electronic data" involves only "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

r. Limited Coverage For "Fungi", Wet Rot Or Dry Rot

(1) The coverage described in Paragraphs r.(2) and r.(6) only applies when the "fungi", wet rot or dry rot is the result of a "specified cause of loss" other than fire or lightning that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

(2) We will pay for loss or damage by "fungi", wet rot or dry rot. As used in this Limited Coverage, the term loss or damage means:

- (a) Direct physical loss or damage to Covered Property caused by "fungi", wet rot or dry rot, including the cost of removal of the "fungi", wet rot or dry rot;
- (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet rot or dry rot; and
- (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet rot or dry rot is present.

(3) The coverage described under this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", wet rot or dry rot, we will not pay more than the total of \$15,000 even if the "fungi", wet rot or dry rot continues to be present or active, or recurs, in a later policy period.

(4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", wet rot or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

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

(5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder Or Molten Material Damage or Collapse Additional Coverages.

(6) The following applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of "operations" satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverage:

- (a) If the loss which resulted in "fungi", wet rot or dry rot does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet rot or dry rot, then our payment under the Business Income and/or Extra Expense Additional Coverages is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- (b) If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet rot or dry rot, but remediation of "fungi", wet rot or dry rot prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

6. Coverage Extensions

In addition to the Limits of Insurance of Section I – Property, you may extend the insurance provided by this policy as provided below.

Except as otherwise provided, the following extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at premises other than the one described, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Business Personal Property

If this policy covers Business Personal Property, you may extend that insurance to apply to:

- (a) Business Personal Property, including such property that you newly acquire, at any location you acquire; or
- (b) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

(3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

b. Personal Property Off-premises

You may extend the insurance provided by this policy to apply to your Covered Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$10,000.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than trees, shrubs or plants which are part of a vegetated roof), including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$2,500, unless a higher Limit Of Insurance for Outdoor Property is shown in the Declarations, but not more than \$1,000 for any one tree, shrub or plant.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

d. Personal Effects

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees, including temporary or leased employees. This extension does not apply to:

- (1) Tools or equipment used in your business; or
- (2) Loss or damage by theft.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises.

e. Valuable Papers And Records

- (1) You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Coverage Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.
- (2) This Coverage Extension does not apply to:
 - (a) Property held as samples or for delivery after sale; and
 - (b) Property in storage away from the premises shown in the Declarations.
- (3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$10,000, unless a higher Limit Of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$5,000.

- (4) Loss or damage to "valuable papers and records" will be valued at the cost of restoration or replacement of the lost or damaged information. To the extent that the contents of the "valuable papers and records" are not restored, the "valuable papers and records" will be valued at the cost of replacement with blank materials of substantially identical type.
- (5) Paragraph **B**. Exclusions in Section **I** – Property does not apply to this Coverage Extension except for:
 - (a) Paragraph **B.1.c.**, Governmental Action;
 - (b) Paragraph **B.1.d.**, Nuclear Hazard;
 - (c) Paragraph **B.1.f.**, War And Military Action;

- (d) Paragraph **B.2.f.**, Dishonesty;
- (e) Paragraph **B.2.g.**, False Pretense;
- (f) Paragraph **B.2.m.(2)**, Errors Or Omissions; and
- (g) Paragraph **B.3.**

f. Accounts Receivable

- (1) You may extend the insurance that applies to Business Personal Property to apply to accounts receivable. We will pay:
- (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
 - (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$10,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$5,000.

- (3) Paragraph **B.** Exclusions in Section **I** – Property does not apply to this Coverage Extension except for:
- (a) Paragraph **B.1.c.**, Governmental Action;
 - (b) Paragraph **B.1.d.**, Nuclear Hazard;
 - (c) Paragraph **B.1.f.**, War And Military Action;
 - (d) Paragraph **B.2.f.**, Dishonesty;
 - (e) Paragraph **B.2.g.**, False Pretense;
 - (f) Paragraph **B.3.**; and
 - (g) Paragraph **B.6.**, Accounts Receivable Exclusion.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the buildings or structures described in the Declarations or within 100 feet of the described premises, whichever distance is greater.
- (2) The limitation under Paragraph **A.4.a.(5)** also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
- (a) Will end 90 days after the Business Personal Property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to Business Personal Property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form, and does not apply to loss or damage to the storage unit itself.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

a. Ordinance Or Law

- (1) The enforcement of or compliance with any ordinance or law:
- (a) Regulating the construction, use or repair of any property; or

- (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion, Ordinance Or Law, applies whether the loss results from:
 - (a) An ordinance or law that is enforced even if the property has not been damaged; or
 - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in Paragraphs (1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for volcanic action as set forth in 5(a), 5(b) and 5(c), all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

This exclusion does not apply to loss or damage to "computer(s)" and "electronic data".

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (4) 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; or
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. Certain Computer-related Losses

- (1) The failure, malfunction or inadequacy of:
 - (a) Any of the following, whether belonging to any insured or to others:
 - (i) "Computer" hardware, including microprocessors or other electronic data processing equipment as may be described elsewhere in this policy;
 - (ii) "Computer" application software or other "electronic data" as may be described elsewhere in this policy;
 - (iii) "Computer" operating systems and related software;
 - (iv) "Computer" networks;
 - (v) Microprocessors ("computer" chips) not part of any "computer" system; or
 - (vi) Any other computerized or electronic equipment or components; or
 - (b) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph (a) above;

due to the inability to correctly recognize, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

- (2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph (1) above.

However, if excluded loss or damage, as described in Paragraph (1) above, results in a "specified cause of loss" under Section I – Property, we will pay only for the loss or damage caused by such "specified cause of loss".

We will not pay for repair, replacement or modification of any items in Paragraph (1)(a) or (1)(b) to correct any deficiencies or change any features.

i. "Fungi", Wet Rot Or Dry Rot

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

But if "fungi", wet rot or dry rot results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungi", wet rot or dry rot results from fire or lightning; or
- (2) To the extent that coverage is provided in the Limited Coverage For "Fungi", Wet Rot Or Dry Rot Additional Coverage, with respect to loss or damage by a cause of loss other than fire or lightning.

j. Virus Or Bacteria

- (1) Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- (2) However, the exclusion in Paragraph (1) does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in Exclusion i.
- (3) With respect to any loss or damage subject to the exclusion in Paragraph (1), such exclusion supersedes any exclusion relating to "pollutants".

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Electrical Apparatus

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (1) Electrical current, including arcing;
- (2) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (3) Pulse of electromagnetic energy; or
- (4) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by fire.

We will pay for loss or damage to "computer(s)" due to artificially generated electrical, magnetic or electromagnetic energy if such loss or damage is caused by or results from:

- (1) An occurrence that took place within 100 feet of the described premises; or
- (2) Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 100 feet of the described premises.

b. Consequential Losses

Delay, loss of use or loss of market.

c. Smoke, Vapor, Gas

Smoke, vapor or gas from agricultural smudging or industrial operations.

d. Steam Apparatus

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

e. Frozen Plumbing

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
- (2) You drain the equipment and shut off the supply if the heat is not maintained.

f. Dishonesty

Dishonest or criminal acts (including theft) by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees (including temporary or leased employees), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
- (2) Does not apply to acts of destruction by your employees (including temporary or leased employees) or authorized representatives; but theft by your employees (including temporary or leased employees) or authorized representatives is not covered.

With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

This exclusion does not apply to coverage that is provided under the Employee Dishonesty Optional Coverage.

g. False Pretense

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

h. Exposed Property

Rain, snow, ice or sleet to personal property in the open.

i. Collapse

- (1) Collapse, including any of the following conditions of property or any part of the property:

- (a) An abrupt falling down or caving in;
- (b) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (c) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to Paragraph **i.(1)(a)** or **i.(1)(b)**.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

- (2) This Exclusion **i.** does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or
- (b) To collapse caused by one or more of the following:
 - (i) The "specified causes of loss";
 - (ii) Breakage of building glass;
 - (iii) Weight of rain that collects on a roof; or
 - (iv) Weight of people or personal property.

j. Pollution

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

k. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

l. Other Types Of Loss

- (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.
This exclusion does not apply with respect to the breakdown of "computer(s)";
- (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.

But if an excluded cause of loss that is listed in Paragraphs (1) through (7) above results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

m. Errors Or Omissions

Errors or omissions in:

- (1) Programming, processing or storing data, as described under "electronic data" or in any "computer" operations; or
- (2) Processing or copying "valuable papers and records".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this Coverage Form.

n. Installation, Testing, Repair

Errors or deficiency in design, installation, testing, maintenance, modification or repair of your "computer" system including "electronic data".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this Coverage Form.

o. Electrical Disturbance

Electrical or magnetic injury, disturbance or erasure of "electronic data", except as provided for under the Additional Coverages of Section I – Property.

However, we will pay for direct loss or damage caused by lightning.

p. Continuous Or Repeated Seepage Or Leakage Of Water

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

3. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs a. through c. But if an excluded cause of loss that is listed in Paragraphs a. through c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather Conditions

Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph B.1. above to produce the loss or damage.

b. Acts Or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Negligent Work

Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;
of part or all of any property on or off the described premises.

4. Additional Exclusion

The following applies only to the property specified in this Additional Exclusion:

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

5. Business Income And Extra Expense Exclusions

a. We will not pay for:

(1) Any Extra Expense, or increase of Business Income loss, caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage.

(2) Any other consequential loss.

b. With respect to this exclusion, suspension means:

(1) The partial slowdown or complete cessation of your business activities; and

(2) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

6. Accounts Receivable Exclusion

The following additional exclusion applies to the Accounts Receivable Coverage Extension:

We will not pay for:

a. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

b. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.

c. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

C. Limits Of Insurance

1. The most we will pay for loss or damage in any one occurrence is the applicable Limits Of Insurance of Section I – Property shown in the Declarations.

2. The most we will pay for loss of or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.

3. The amounts of insurance applicable to the Coverage Extensions and the following Additional Coverages apply in accordance with the terms of such coverages and are in addition to the Limits of Insurance of Section I – Property:

a. Fire Department Service Charge;

b. Pollutant Clean-up And Removal;

c. Increased Cost Of Construction;

d. Business Income From Dependent Properties;

e. Electronic Data; and

f. Interruption Of Computer Operations.

4. Building Limit – Automatic Increase

a. In accordance with Paragraph C.4.b., the Limit of Insurance for Buildings will automatically increase by 8%, unless a different percentage of annual increase is shown in the Declarations.

b. The amount of increase is calculated as follows:

- (1) Multiply the Building limit that applied on the most recent of the policy inception date, the policy anniversary date or any other policy change amending the Building limit by:
 - (a) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 7% is .07); or
 - (b) .08, if no percentage of annual increase is shown in the Declarations; and
- (2) Multiply the number calculated in accordance with b.(1) by the number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Building limit, divided by 365.

Example

If:

The applicable Building limit is \$100,000. The annual percentage increase is 8%. The number of days since the beginning of the policy year (or last policy change) is 146.

The amount of increase is

$$\$100,000 \times .08 \times 146 \div 365 = \$3,200.$$

5. Business Personal Property Limit – Seasonal Increase

- a. Subject to Paragraph 5.b., the Limit of Insurance for Business Personal Property is automatically increased by:
 - (1) The Business Personal Property – Seasonal Increase percentage shown in the Declarations; or
 - (2) 25% if no Business Personal Property – Seasonal Increase percentage is shown in the Declarations;
 to provide for seasonal variances.
- b. The increase described in Paragraph 5.a. will apply only if the Limit Of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
 - (1) The 12 months immediately preceding the date the loss or damage occurs; or
 - (2) The period of time you have been in business as of the date the loss or damage occurs.

D. Deductibles

1. 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 Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance of Section I – Property.
2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under all of the following Optional Coverages in any one occurrence is the Optional Coverage Deductible shown in the Declarations:
 - a. Money and Securities;
 - b. Employee Dishonesty;
 - c. Outdoor Signs; and
 - d. Forgery or Alteration.

But this Optional Coverage Deductible will not increase the Deductible shown in the Declarations. This Deductible will be used to satisfy the requirements of the Deductible in the Declarations.

3. No deductible applies to the following Additional Coverages:
 - a. Fire Department Service Charge;
 - b. Business Income;
 - c. Extra Expense;
 - d. Civil Authority; and
 - e. Fire Extinguisher Systems Recharge Expense.

E. Property Loss Conditions

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

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

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limits of Insurance of Section I – Property. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.
- (9) Resume all or part of your "operations" as quickly as possible.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

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

5. Loss Payment

In the event of loss or damage covered by this policy:

- a. At our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to Paragraph **d.(1)(e)** below.
- b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- c. We will not pay you more than your financial interest in the Covered Property.
- d. Except as provided in Paragraphs (2) through (7) below, we will determine the value of Covered Property as follows:
 - (1) At replacement cost without deduction for depreciation, subject to the following:
 - (a) If, at the time of loss, the Limit of Insurance on the lost or damaged property is 80% or more of the full replacement cost of the property immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (i) The Limit of Insurance under Section I – Property that applies to the lost or damaged property;

- (ii) The cost to replace, on the same premises, the lost or damaged property with other property:
 - i. Of comparable material and quality; and
 - ii. Used for the same purpose; or
- (iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

- (b) If, at the time of loss, the Limit of Insurance applicable to the lost or damaged property is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance that applies to the property:
 - (i) The actual cash value of the lost or damaged property; or
 - (ii) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the full replacement cost of the property.

Example

The full replacement cost of property which suffers a total loss is \$100,000. The property is insured for \$70,000. 80% of the full replacement cost of the property immediately before the loss is \$80,000 ($\$100,000 \times .80 = \$80,000$). A partial loss of \$25,000 is sustained. The amount of recovery is determined as follows:

Amount of recovery

$$\$70,000 \div \$80,000 = .875$$

$$.875 \times \$25,000 = \$21,875$$

- (c) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.
- (d) We will not pay on a replacement cost basis for any loss or damage:
 - (i) Until the lost or damaged property is actually repaired or replaced; and
 - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

However, if the cost to repair or replace the damaged building property is \$2,500 or less, we will settle the loss according to the provisions of Paragraphs **d.(1)(a)** and **d.(1)(b)** above whether or not the actual repair or replacement is complete.

- (e) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- (2) If the Actual Cash Value – Buildings option applies, as shown in the Declarations, Paragraph (1) above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.
- (3) The following property at actual cash value:
 - (a) Used or secondhand merchandise held in storage or for sale;
 - (b) Property of others. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance;

- (c) Household contents, except personal property in apartments or rooms furnished by you as landlord;
 - (d) Manuscripts; and
 - (e) Works of art, antiques or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain and bric-a-brac.
- (4) Glass at the cost of replacement with safety glazing material if required by law.
- (5) Tenants' improvements and betterments at:
- (a) Replacement cost if you make repairs promptly.
 - (b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
 - (c) Nothing if others pay for repairs or replacement.
- (6) Applicable only to the Optional Coverages:
- (a) "Money" at its face value; and
 - (b) "Securities" at their value at the close of business on the day the loss is discovered.
- (7) Applicable only to accounts receivable:
- (a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:
 - (i) We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (ii) We will adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
 - (b) The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (i) The amount of the accounts for which there is no loss or damage;
 - (ii) The amount of the accounts that you are able to reestablish or collect;
 - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (iv) All unearned interest and service charges.
- e. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy, and:
- (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

- h.** A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limits of Insurance of Section I – Property.

7. Resumption Of Operations

We will reduce the amount of your:

- a.** Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- b.** Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

8. Vacancy

a. Description Of Terms

- (1)** As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in Paragraphs **(a)** and **(b)** below:
 - (a)** When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (b)** When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - (i)** Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or
 - (ii)** Used by the building owner to conduct customary operations.
- (2)** Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

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

- (1)** We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (a)** Vandalism;
 - (b)** Sprinkler leakage, unless you have protected the system against freezing;

- (c) Building glass breakage;
- (d) Water damage;
- (e) Theft; or
- (f) Attempted theft.

- (2) With respect to Covered Causes of Loss other than those listed in Paragraphs (1)(a) through (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

F. Property General Conditions

1. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Form at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

2. Mortgageholders

- a. The term "mortgageholder" includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this policy at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this policy will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

3. No Benefit To Bailee

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

4. Policy Period, Coverage Territory

Under Section I – Property:

- a. We cover loss or damage commencing:
 - (1) During the policy period shown in the Declarations; and
 - (2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.
- b. The coverage territory is:
 - (1) The United States of America (including its territories and possessions);
 - (2) Puerto Rico; and
 - (3) Canada.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages also apply. These coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below:

1. Outdoor Signs

- a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:
 - (1) Owned by you; or
 - (2) Owned by others but in your care, custody or control.
- b. Paragraph **A.3.**, Covered Causes Of Loss and Paragraph **B.**, Exclusions in Section I – Property do not apply to this Optional Coverage, except for:
 - (1) Paragraph **B.1.c.**, Governmental Action;
 - (2) Paragraph **B.1.d.**, Nuclear Hazard; and
 - (3) Paragraph **B.1.f.**, War And Military Action.
- c. We will not pay for loss or damage caused by or resulting from:
 - (1) Wear and tear;
 - (2) Hidden or latent defect;
 - (3) Rust;
 - (4) Corrosion; or
 - (5) Mechanical breakdown.
- d. The most we will pay for loss or damage in any one occurrence is the Limit Of Insurance for Outdoor Signs shown in the Declarations.
- e. The provisions of this Optional Coverage supersede all other references to outdoor signs in this policy.

2. Money And Securities

- a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee (including a temporary or leased employee) having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
 - (1) Theft, meaning any act of stealing;
 - (2) Disappearance; or
 - (3) Destruction.

- b. In addition to the Limitations and Exclusions applicable to Section I – Property, we will not pay for loss:

- (1) Resulting from accounting or arithmetical errors or omissions;
- (2) Due to the giving or surrendering of property in any exchange or purchase; or
- (3) Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

- c. The most we will pay for loss in any one occurrence is:

- (1) The limit shown in the Declarations for Inside the Premises for "money" and "securities" while:
 - (a) In or on the described premises; or
 - (b) Within a bank or savings institution; and
- (2) The limit shown in the Declarations for Outside the Premises for "money" and "securities" while anywhere else.

- d. All loss:

- (1) Caused by one or more persons; or
 - (2) Involving a single act or series of related acts;
- is considered one occurrence.

- e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

3. Employee Dishonesty

- a. We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
 - (1) Cause you to sustain loss or damage; and also
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (a) Any employee; or
 - (b) Any other person or organization.

- b.** We will not pay for loss or damage:
- (1)** Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
 - (2)** Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph **a.**), "managers" or directors:
 - (a)** Whether acting alone or in collusion with other persons; or
 - (b)** While performing services for you or otherwise.
 - (3)** The only proof of which as to its existence or amount is:
 - (a)** An inventory computation; or
 - (b)** A profit and loss computation.
 - (4)** Caused by an employee if the employee had also committed theft or any other dishonest act prior to the effective date of this policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the employee, learned of that theft or dishonest act prior to the policy period shown in the Declarations.
- c.** The most we will pay for loss or damage in any one occurrence is the Limit Of Insurance for Employee Dishonesty shown in the Declarations.
- d.** All loss or damage:
- (1)** Caused by one or more persons; or
 - (2)** Involving a single act or series of acts; is considered one occurrence.
- e.** If any loss is covered:
- (1)** Partly by this insurance; and
 - (2)** Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
- the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.
- We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- f.** This Optional Coverage is cancelled as to any employee immediately upon discovery by:
- (1)** You; or
 - (2)** Any of your partners, "members", "managers", officers or directors not in collusion with the employee;
- of any dishonest act committed by that employee before or after being hired by you.
- g.** We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.
- h.** If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Optional Coverage, provided:
- (1)** This Optional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (2)** The loss or damage would have been covered by this Optional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- i.** The insurance under Paragraph **h.** above is part of, not in addition to, the Limit of Insurance applying to this Optional Coverage and is limited to the lesser of the amount recoverable under:
- (1)** This Optional Coverage as of its effective date; or
 - (2)** The prior insurance had it remained in effect.
- j.** With respect to the Employee Dishonesty Optional Coverage in Paragraph **G.3.**, 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) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
- (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 former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or
- (5) 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 any building you occupy in conducting your business.

But 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 usual duties of an employee.

4. Equipment Breakdown Protection Coverage

- a. We will pay for direct loss of or damage to Covered Property caused by or resulting from a mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment.

Mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment does not mean any:

- (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
- (2) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
- (3) Damage to any vacuum tube, gas tube, or brush; or
- (4) The functioning of any safety or protective device.

- b. Paragraphs **A.4.a.(1)** and **A.4.a.(2)**, Limitations, do not apply to this Optional Coverage.

- c. With respect to the coverage provided by this Optional Coverage, the following exclusions in Paragraph **B. Exclusions** do not apply:

- (1) Paragraph **B.2.a.**, Electrical Apparatus;
- (2) Paragraph **B.2.d.**, Steam Apparatus; and
- (3) Paragraph **B.2.i.(6)**, Mechanical Breakdown.

- d. With respect to the coverage provided by this Optional Coverage, Paragraph **G.1.c.(5)** of the **Outdoor Signs Optional Coverage** does not apply.

- e. If a dollar deductible is shown in the Declarations for this Optional Coverage, we will first subtract the applicable deductible amount from any loss we would otherwise pay. We will then pay the amount of loss in excess of the applicable deductible up to the applicable limit for this coverage.

If no optional deductible is chosen for this Optional Coverage, the Property Deductible shown in the Declarations applies.

- f. With respect to Additional Coverages **5.f.** Business Income and **5.g.** Extra Expense, if the 72-hour time period in the definition of "period of restoration" (hereinafter referred to as time deductible) is amended for this Optional Coverage as shown in the Declarations, we will not pay for any Business Income loss that occurs during the consecutive number of hours shown as the time deductible in the Declarations immediately following a mechanical breakdown or electrical failure. If a time deductible is shown in days, each day shall mean 24 consecutive hours.

With respect to the coverage provided by this Optional Coverage, any time deductible shown in the Declarations for Equipment Breakdown Protection Coverage supersedes any time deductible otherwise applicable to the Business Income coverage provided by this policy.

- g. With respect to the coverage provided by this Optional Coverage, Paragraph **H. Property Definitions** is amended as follows:

- 1. "Computer" means:
 - a. Programmable electronic equipment that is used to store, retrieve and process data; and

- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" includes those used to operate production-type machinery or equipment.

- h. Whenever any covered pressure, mechanical or electrical machinery and equipment is found to be in, or exposed to, a dangerous condition, any of our representatives may suspend coverage provided by this Optional Coverage for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment.

However, coverage provided by this Optional Coverage may be reinstated for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment if the reasons for the suspension are found by any of our representatives to no longer exist.

We may suspend or reinstate this Optional coverage by mailing or delivering a written notification regarding the suspension or reinstatement to:

- (1) Your last known address; or
- (2) The address where the pressure, mechanical or electrical machinery and equipment is located.

This notification will indicate the effective date of the suspension or reinstatement.

If the coverage provided by this Optional Coverage is not reinstated, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

H. Property Definitions

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" does not include those used to operate production-type machinery or equipment.

- 2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
- 3. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a "computer" or device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data.
- 4. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 5. "Manager" means a person serving in a directorial capacity for a limited liability company.
- 6. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
- 7. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Traveler's checks, register checks and money orders held for sale to the public.
- 8. "Operations" means your business activities occurring at the described premises.
- 9. "Period of restoration":
 - a. Means the period of time that:
 - (1) Begins:
 - (a) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
 - (b) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;

caused by or resulting from any Covered Cause of Loss at the described premises; and

(2) Ends on the earlier of:

(a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(b) The date when business is resumed at a new permanent location.

b. Does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

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

10. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

11. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

12. "Specified causes of loss" means the following:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss of or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means:

(1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam; and

(2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the described premises and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in c.(1) or c.(2) of this definition of "specified causes of loss", such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the ground surface.

13. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

14. "Valuable papers and records" means inscribed, printed or written:

- a. Documents;
- b. Manuscripts; and
- c. Records;

including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities".

SECTION II – LIABILITY

A. Coverages

1. Business Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D. Liability And Medical Expenses Limits Of Insurance** in Section II – Liability; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph **f. Coverage Extension – Supplementary Payments**.

b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:
 - (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **C.1. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

f. Coverage Extension – Supplementary Payments

- (1) We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
- (a) All expenses we incur.
 - (b) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (c) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
 - (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - (e) All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - (f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the limit of liability.

- (2) If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- (a) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - (b) This insurance applies to such liability assumed by the insured;
 - (c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - (d) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - (e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - (f) The indemnitee:
 - (i) Agrees in writing to:
 - i. Cooperate with us in the investigation, settlement or defense of the "suit";
 - ii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - iii. Notify any other insurer whose coverage is available to the indemnitee; and

- iv. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (ii) Provides us with written authorization to:
 - i. Obtain records and other information related to the "suit"; and
 - ii. Conduct and control the defense of the indemnitee in such "suit".
- (3) So long as the conditions in Paragraph (2) are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph B.1.b.(2) Exclusions in Section II – Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (a) We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
- (b) The conditions set forth above, or the terms of the agreement described in Paragraph (2)(f) above, are no longer met.

2. Medical Expenses

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and

- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the Limits of Insurance of Section II – Liability. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

B. Exclusions

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by an insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

- (b) Performing duties related to the conduct of the insured's business; or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "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 a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
 - (b) The operation of any of the following machinery or equipment:
 - (i) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (ii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" caused by the rendering or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Body piercing services; and
- (9) Services in the practice of pharmacy.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or failure to render of any professional service.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Paragraph D. Liability And Medical Expenses Limits Of Insurance in Section II – Liability.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

i. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period;
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (5) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (6) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (7) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (8) Committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under Paragraph **F. Liability And Medical Expenses Definitions**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
- (10) With respect to any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";
- (11) Arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control;
- (12) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".
However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan;
- (13) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

r. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in Section II – Liability do not apply to damage by fire to premises while rented to you, or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D.** Liability And Medical Expenses Limits of Insurance in Section II – Liability.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. To any insured, except "volunteer workers".
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Business Liability Coverage.

3. Applicable To Both Business Liability Coverage And Medical Expenses Coverage – Nuclear Energy Liability Exclusion

This insurance does not apply:

- a. Under Business 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 the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, 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 Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- c. Under Business Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of the "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.
- d. As used in this exclusion:
- (1) "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (2) "Hazardous properties" include radioactive, toxic or explosive properties;
 - (3) "Nuclear facility" means:
 - (a) Any "nuclear reactor";
 - (b) Any equipment or device designed or used for:
 - (i) Separating the isotopes of uranium or plutonium;
 - (ii) Processing or utilizing "spent fuel"; or
 - (iii) 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;
 - (4) "Nuclear material" means "source material", "special nuclear material" or "by-product material";
 - (5) "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;
 - (6) "Property damage" includes all forms of radioactive contamination of property;
 - (7) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (8) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (9) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

(10) "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 Paragraphs **(a)** and **(b)** of the definition of "nuclear facility".

C. Who Is An Insured

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(a)** or **(b)**; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. Liability And Medical Expenses Limits Of Insurance

1. The Limits of Insurance of Section II – Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
2. The most we will pay for the sum of all damages because of all:
- a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and
- b. "Personal and advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

3. The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

4. Aggregate Limits

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b. All:
- (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (2) Plus medical expenses;
- (3) Plus all "personal and advertising injury" caused by offenses committed;
- is twice the Liability and Medical Expenses limit.

Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of Section II – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. Liability And Medical Expenses General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance of Section II – Liability, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

F. Liability And Medical Expenses Definitions

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
- (2) Your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection or engineering services.
- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

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

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

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

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;

- f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

- a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

- (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

- a. Means:
- (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

**SECTION III – COMMON POLICY CONDITIONS
(APPLICABLE TO SECTION I – PROPERTY AND
SECTION II – LIABILITY)**

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. Five days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

- (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for; within 30 days of initial payment of loss.
- (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
- (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
- (5) Failure to:
 - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.

c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

B. Changes

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

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceals or misrepresents a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe and healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance of Section I – Property.
2. Business Liability Coverage is excess over:
 - a. Any other insurance that insures for direct physical loss or damage; or
 - b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

- a. Paid to us prior to the anniversary date; and
- b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

- (1) Someone insured by this insurance;
- (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
- (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

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):

Georgia, Illinois, Iowa, Missouri, Oregon, Washington, Wisconsin

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

- A.** The following provisions are added to the Businessowners Policy and apply to Property and Liability Coverages:
- 1.** The following definition is added with respect to the provisions of this endorsement:
"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
 - 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 loss or injury or damage that is otherwise excluded under this Policy.
- B.** The following provisions are added to Businessowners Standard Property Coverage Form **BP 00 01**, Businessowners Special Property Coverage Form **BP 00 02** or **Section I – Property** of Businessowners Coverage Form **BP 00 03**:
- 1.** The following exclusion is added:
CERTIFIED ACT OF TERRORISM EXCLUSION
We will not pay for loss or damage caused directly or indirectly by a "certified act 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.
 - 2. Exception Covering Certain Fire Losses**
The following exception to the exclusion in Paragraph **B.1.** applies only if indicated and as indicated in the Schedule of this endorsement.
If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. 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 Additional Coverages.
If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

C. The following provision is added to the Businessowners Liability Coverage Form **BP 00 06** or **Section II – Liability** of the Businessowners Coverage Form **BP 00 03**:

1. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

2. The following definition is added:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF PRODUCTION OR
PROCESSING OPERATIONS (RENTAL PROPERTIES)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Description Of Rental Unit
1	1	Duplex (2 Units)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

Section I – Property is amended as follows:

- A.** The terms of this endorsement apply to the rental unit(s) described in the Schedule, and to the building(s) in which such unit(s) are located, including any contents of such unit(s) and building(s), all of which constitute the described premises for the purpose of this endorsement.
- B.** We will not pay for loss or damage to the described premises, caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at the rental unit(s) described in the Schedule. This exclusion applies regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.

This exclusion does not apply to loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation.

- C.** If the loss or damage described in Paragraph **B.** of this endorsement results in Business Income loss or Extra Expense, there is no coverage for such loss or expense under the Business Income or Extra Expense Additional Coverages.
- D.** The conduct of a tenant's production or processing operations will not be considered to be vandalism of the rental premises regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**MINNESOTA WINDSTORM OR HAIL FLAT DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Premises Number	Windstorm Or Hail Flat Deductible \$
1	\$2,500
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following provisions apply to **Section I - Property**:
The Windstorm or Hail Deductible, as shown in the Schedule and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail.

With respect to Covered Property at a premises identified in the Schedule, no other deductible applies to covered loss or damage caused by Windstorm or Hail.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this policy. If this policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

As used in this endorsement, the terms "specific insurance" and "blanket insurance" have the following meanings: "Specific insurance" covers each item of insurance (for example, each Building, Scheduled Structure, or Business Personal Property in a building) under a separate Limit of Insurance. "Blanket insurance" covers two or more items of insurance (for example, a Building and Business Personal Property in that building, multiple Scheduled Structures and Unscheduled Structures, or two Buildings) under a single Limit of Insurance. Items of insurance and corresponding Limit(s) of Insurance are shown in the Declarations.

WINDSTORM OR HAIL FLAT DEDUCTIBLE CALCULATIONS**A. Calculation Of The Total Deductible - All Policies**

1. A Deductible is calculated separately for, and applies separately to:
 - a. Each Building that sustains loss or damage;
 - b. Each Scheduled Structure that sustains loss or damage;
 - c. Each Unscheduled Structure that sustains loss or damage;
 - d. The Business Personal Property located in or on the Buildings, Scheduled Structures, or Unscheduled Structures at the described premises or in the open (or in a vehicle) within 100 feet of the Buildings, Scheduled Structures or Unscheduled Structures or within 100 feet of the premises described in the Declarations, whichever is greater. If there is damage to both Business Personal Property and the Building, Scheduled Structure or Unscheduled Structure that the Business Personal Property is located in, separate deductibles apply to the Business Personal Property and to the Building, Scheduled Structure or Unscheduled Structure.
2. In the event of a total loss, the amount paid will be the Limit of Insurance pertaining to the Building, Scheduled Structure or Unscheduled Structure. The Windstorm or Hail Flat deductible, therefore, will not apply in the event of a total loss of a Building, Scheduled Structure or Unscheduled Structure.

3. When property is covered under the Coverage Extension for Newly Acquired or Constructed Property: The applicable Windstorm or Hail Flat Deductible for Newly Acquired Property is the highest Windstorm or Hail Flat Deductible amount shown in the schedule for any described premises.

EXAMPLE #1 - SPECIFIC INSURANCE

The amounts of loss to the damaged property are \$100,000 (Building), \$30,000 (Scheduled Structure) and \$40,000 (Business Personal Property in building).

The Limits of Insurance on the damaged property are \$100,000 on the Building, \$50,000 on the Scheduled Structure, and \$64,000 on the Business Personal Property.

The Windstorm or Hail Flat Deductible is \$5,000.

BUILDING

Step (1): $\$100,000 - \$0 = \$100,000$

SCHEDULED STRUCTURE

Step (1): $\$30,000 - \$5,000 = \$25,000$

PERSONAL PROPERTY

Step (1): $\$40,000 - \$5,000 = \$35,000$

The most we will pay is \$160,000 ($\$100,000 + \$25,000 + \$35,000$). The portion of the total loss not covered due to application of the Deductible is \$10,000 ($\$0 + \$5,000 + \$5,000$). No deductible is applied to the Building as it was a total loss.

EXAMPLE #2 - BLANKET INSURANCE

Buildings one, two and three, and Unscheduled Structures one and two are shown in the Declarations as included under the Blanket Insurance with a Limit of Insurance of \$180,000. The values shown in the most recent Statement of Values on file with us are: Building #1 building value (\$60,000), Building #2 building value (\$50,000), Building #3 building value (\$50,000) Unscheduled Structure #1 value (\$10,000), Unscheduled Structure #2 value (\$10,000).

Building #1 and Building #2 have sustained damage; the amounts of loss to these buildings are \$40,000 (Building #1) and \$30,000 (Building #2). Unscheduled Structure #1 and Unscheduled Structure #2 have also sustained damage; the amounts of loss to these buildings are \$5,000 (Unscheduled Structure #1) and \$7,000 (Unscheduled Structure #2).

The Windstorm or Hail Flat Deductible is \$5,000.

BUILDING #1

Step (1): $\$40,000 - \$5,000 = \$35,000$

BUILDING #2

Step (1): $\$30,000 - \$5,000 = \$25,000$

UNSCHEDULED STRUCTURE #1

Step (1): $\$5,000 - \$5,000 = \$0$

UNSCHEDULED STRUCTURE #2

Step (1): $\$7,000 - \$5,000 = \$2,000$

The most we will pay is \$62,000 ($\$35,000 + \$25,000 + \$2,000$). The portion of the total loss that is not covered due to application of the Deductible is \$20,000 ($\$5,000 + \$5,000 + \$5,000 + \$5,000$).

EXAMPLE #3 - SPECIFIC AND BLANKET INSURANCE

The amounts of loss to the damaged property are \$60,000 (Building), and \$40,000 (Business Personal Property in building).

The Limits of Insurance on the damaged property are \$100,000 on the Building, and \$64,000 on the Business Personal Property.

Unscheduled Structures one, two, and three are shown in the Declarations as included under the Blanket insurance for Unscheduled Structures with a Limit of Insurance of \$22,000. The values of the unscheduled structures determined by us at the time of loss are: Unscheduled Structure #1 value (\$5,000), Unscheduled Structure #2 value (\$7,000) Unscheduled Structure #3 value (\$10,000).

Unscheduled Structure #1 and Unscheduled Structure #2 have sustained damage; the amounts of loss to these buildings are \$5,000 (Unscheduled Structure #1) and \$7,000 (Unscheduled Structure #2).

The Windstorm or Hail Flat Deductible is \$5,000.

BUILDING

Step (1): $\$60,000 - \$5,000 = \$55,000$

PERSONAL PROPERTY

Step (1): $\$40,000 - \$5,000 = \$35,000$

UNSCHEDULED STRUCTURE #1

Step (1): $\$5,000 - \$5,000 = \$0$

UNSCHEDULED STRUCTURE #2

Step (1): $\$7,000 - \$5,000 = \$2,000$

The most we will pay is \$92,000 ($\$55,000 + \$35,000 + \$2,000$). The portion of the total loss that is not covered due to application of the Deductible is \$20,000 ($\$5,000 + \$5,000 + \$5,000 + \$5,000$).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VANDALISM DEDUCTIBLE - RESIDENTIAL OCCUPANCIES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The Businessowners Property Coverage Form is amended as follows:

The following is added to **Section I - Property** Paragraph **D. Deductibles**:

We will deduct the greater of:

1. The deductible shown in the declarations; or
2. \$5,000

from any loss or damage that is caused directly or indirectly by vandalism to any Covered Property you own if the vandalism occurs within any residential unit while rented, leased or temporarily occupied by others.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LEAD LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **B. Exclusions** in **Section II - Liability** with respect to Business Liability Coverage and Medical Expenses Coverage:

Lead Liability

This insurance does not apply to "Bodily injury", "property damage" or "personal and advertising injury" with respect to:

- a. Actual or alleged "bodily injury" arising out of the ingestion, inhalation or absorption of lead in any form.
- b. Actual or alleged "property damage" arising out of the presence of lead in any form. "Property damage" also includes any claim for the reduction in the value of real estate or personal property due to its contamination with lead in any form.
- c. Actual or alleged "personal and advertising injury" arising out of the presence of lead in any form.
- d. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of lead.
- e. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of any governmental authority or any other responsible party or entity for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to lead or assessing the presence or effects of lead.
- f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the above.
- g. Any obligation to share damages to repay someone in connection with any of the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **B. Exclusions** in **Section II - Liability**:

This insurance does not apply to:

Punitive Damages

Punitive or exemplary damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE LIMITATION
LIABILITY AND MEDICAL EXPENSES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section III - Common Policy Conditions (Applicable To Section I - Property And Section II - Liability) is amended as follows:

The following is added to Section **H. Other Insurance**:

4. If you have other valid and collectible Business Liability Coverage or Medical Expenses Coverage insurance with us that covers a loss also covered under this policy, except insurance intended to apply in excess of the Limit of Insurance of this policy, any claim made under the other policy shall prohibit recovery under this policy for damages arising from the same "occurrence" or offense.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **B. Exclusions** in **Section II - Liability**:

Asbestos Exclusion

This insurance does not apply to:

- a. Any "bodily injury" arising out of, resulting from, caused by, or contributed to in whole or in part by ingestion, inhalation or absorption of asbestos, exposure to asbestos, or the use of asbestos.
- b. Any "property damage" arising out of, resulting from, caused by, or contributed to in whole or in part by asbestos, exposure to asbestos or the use of asbestos. "Property damage" also includes any claim for reduction in the value of real estate or personal property due to its contamination with asbestos in any form at any time.
- c. Any "personal and advertising injury" arising out of, resulting from, caused by, or contributed to in whole or in part by ingestion, inhalation or absorption of asbestos, exposure to asbestos, or the use of asbestos.
- d. Any loss, cost, or expense arising out of or in any way related to any request, demand, order, or statutory or regulatory requirement that any insured or others identify, sample, test for, detect, monitor, clean up, remove, contain, treat, detoxify, neutralize, abate, dispose of, mitigate, destroy, or in any way respond to or assess the presence of, or the effects of, asbestos.
- e. Any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority or any other responsible party or entity for damages resulting from identifying, sampling, testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of, mitigating, destroying, or in any way responding to asbestos or assessing the presence of, or effects of, asbestos.
- f. Failure to detect the presence of or proportion of asbestos in a product, material, structure, or process.
- g. The performance of or failure to perform services of any kind in the identification, sampling, testing, detection, monitoring, cleaning up, removal, containment, treatment, detoxification, neutralization, abatement, disposal, mitigation, or destruction of a product, material, or process containing asbestos, whether by you or by anyone acting on your behalf.
- h. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the paragraphs above.
- i. Any obligation to share damages or repay someone in connection with any of the paragraphs above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BUSINESSOWNERS COVERAGE FORM CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM**A. Section I - Property** is amended as follows:**1. Paragraph D. Deductibles** is amended as follows:

- a. Paragraph 2. Is replaced by the following:
- 2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under all of the following Optional Coverages in any one occurrence is the Optional Coverage Deductible shown in the Declarations:

- a. Outdoor Signs; and
- b. Money And Securities.

But this Optional Coverage Deductible will not increase the Deductible shown in the Declarations. This Deductible will be used to satisfy the requirements of the Deductible shown in the Declarations.

b. Paragraphs 4. and 5. are added as follows:

- 4. If a deductible type of:
 - a. Per building is shown in the Declarations and two or more deductibles apply to loss or damage to each Building at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss for a single occurrence, then the total amount to be deducted for each Building will only be the largest of the applicable deductibles.
 - b. Per location is shown in the Declarations and two or more deductibles apply to loss or damage to Covered Property at each location described in the Declarations caused by or resulting from any Covered Cause of Loss for a single occurrence then the total amount to be deductible for each location will only be the largest of the applicable deductibles.
 - c. Per occurrence is shown in the Declarations and two or more deductibles apply to loss or damage to all Covered Property

caused by or resulting from any Covered Cause of Loss for a single occurrence, then the total amount to be deductible for each occurrence of loss or damage will only be the largest of the applicable deductibles.

5. Employee Dishonesty Deductible

If Employee Dishonesty coverage is selected, regardless of the amount of the deductible, the most we will deduct from any loss or damage under all of the following coverages in any one occurrence is the Employee Dishonesty Deductible shown in the Declarations:

- a. Employee Dishonesty; and
- b. Forgery Or Alteration.

If Employee Dishonesty coverage is not selected, the Optional Coverage Deductible, shown in the Declarations, will apply to the Forgery Or Alteration Additional Coverage.

But the Employee Dishonesty and Optional Coverage Deductibles will not increase the Deductible shown in the Declarations. The applicable Deductible will be used to satisfy the requirements of the Deductible shown in the Declarations.

2. Paragraph E. Property Loss Conditions is amended as follows:**a. Paragraph (10) is added under 3.a. Duties In The Event Of Loss Or Damage** as follows:

(10) Keep records of property in such a way that an accurate determination of the amount of any loss can be made.

b. Paragraph d.(1)(c) under 5. Loss Payment is replaced by the following:

(c) Loss or damage covered by this insurance will initially be paid on an actual cash value basis. Loss or damage covered by this insurance may be paid on a replacement cost basis if you notify us of the loss or damage within 1 year after the date that loss or damage occurred.

Loss or damage covered by this insurance will be settled only on an actual cash value basis if you notify us of loss or damage, for whatever reason, more than 1 year after the date that loss or damage occurred.

- c. Subparagraph **(2)** of Paragraph **a. Description of Terms** under **8. Vacancy** is replaced by the following:
- (2)** Buildings or structures actively under construction or substantial renovation of a continuing nature are not considered vacant. Normal maintenance, or work considered primarily cosmetic is not substantial renovation.
3. If Employee Dishonesty coverage is selected:
Subparagraph **j.(4)** of Paragraph **3. Employee Dishonesty** under **G. Optional Coverages** is replaced by the following:
- (4)** Any natural person who is a former:
- (a)** Employee;
 - (b)** Director;
 - (c)** Partner;
 - (d)** Member;

- (e)** Manager;
 - (f)** Representative; or
 - (g)** Trustee;
- retained as a consultant while performing services for you; or

and

Subparagraph **j.(2)** under the statement "But an employee does not mean:," of Paragraph **3. Employee Dishonesty** under **G. Optional Coverages** is replaced by the following:

- (2)** Any "manager", director or trustee except while solely performing acts coming within the usual duties of an employee.

B. Section II - Liability is amended as follows:

1. Exception **(2)** of Subparagraph **g. Aircraft, Auto Or Watercraft** of Paragraph **1. Applicable To Business Liability Coverage** under **B. Exclusions** is replaced by the following:
- (2)** A watercraft you do not own that is:
- (a)** Less than 50 feet long; and
 - (b)** Not being used to carry persons or property for a charge;

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM**A. Paragraph A.1. Covered Property in Section I - Property** is replaced by the following:**1. Covered Property**

Covered Property includes Buildings as described under Paragraph **a.** below, Scheduled Structures as described under Paragraph **b.** below, Unscheduled Structures as described under Paragraph **c.** below, and Business Personal Property as described under Paragraph **d.** below, or any combination thereof, depending on whether a Limit Of Insurance is shown in the Declarations for that type of property.

Regardless of whether coverage is shown in the Declarations for Buildings, Scheduled Structures, Unscheduled Structures, and Business Personal Property, or any combination thereof, there is no coverage for property described under Paragraph **2. Property Not Covered.**

a. Buildings, meaning the buildings at the premises described in the Declarations, including:

- (1) Your personal property furnished by you as landlord in:
 - (a) Common areas, or
 - (b) Apartments or rooms, only when a signed lease agreement describes the apartments or rooms as furnished.

This does not include:

- (1) Scheduled Structures; or
- (2) Unscheduled Structures.

b. Scheduled Structures, meaning the listed structures at the premises described in the Declarations.

This does not include:

- (1) Buildings; or
- (2) Unscheduled Structures.

Buildings as described in Paragraph **a.** above or Scheduled Structures as described in Paragraph **b.** above that are damaged by a Covered Cause of Loss include:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and

(b) Equipment;

(4) Personal property owned by you that is used to maintain or service the Buildings, Scheduled Structures or the premises, including:

- (a) Fire extinguishing equipment;
- (b) Outdoor furniture;
- (c) Floor coverings;
- (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering; and
- (e) Maintenance equipment

But the most we will pay for the loss of maintenance equipment caused by or resulting from any Covered Cause of Loss is \$25,000 for any one occurrence.

(5) If not covered by other insurance:

- (a) Additions under construction, alterations and repairs to the Buildings or Scheduled Structures; and
- (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the Buildings or Scheduled Structures.

c. Unscheduled Structures, meaning any structures at the premises not otherwise described in the Declarations that are:

- (1) Permanently affixed to the land; and
- (2) Have a replacement cost value of less than \$25,000 at the time of loss.

This does not include:

- (1) Buildings;
- (2) Scheduled Structures;
- (3) Any structure with a permanent:
 - (a) Roof; and
 - (b) Exterior walls enclosing at least three sides of the structure;

Including but not limited to detached garages, maintenance buildings, sheds and pool houses;

- (4) Any outdoor signs;
- (5) Any street lights;

- (6) Any streets, sidewalks, curbs or other paved surfaces; or
 - (7) Any underground pipes, pump houses, wells or related equipment that are not Buildings or Scheduled Structures.
- d. Business Personal Property located in or on the Buildings, Scheduled Structures or Unscheduled Structures at the described premises or in the open (or in a vehicle) within 100 feet of the Buildings, Scheduled Structures or Unscheduled Structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, including:
- (1) Property you own that is used in your business;
 - (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph **E.5.d.(3)(b)**;
 - (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the Buildings, Scheduled Structures or Unscheduled Structures you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
 - (4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **A.1.d.(2)**; and
 - (5) Exterior building glass, if you are a tenant and no Limit Of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.
- B. Paragraph **A.2.e. Property Not Covered in Section I - Property** is replaced by the following:
- e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants which are part of a vegetated roof), all except as provided in:
 - (1) Paragraph **A.1.b. Scheduled Structures**;
 - (2) Paragraph **A.1.c. Unscheduled Structures**;
 - (a) Outdoor fences; and
 - (b) Radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
 - (3) Outdoor Property Coverage Extension; or
 - (4) Outdoor Signs Optional Coverage;
- C. The following applies to outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers when coverage is provided under Paragraph **A.1.b. Scheduled Structures**:
- 1. We will pay for direct physical loss of or damage to all outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers at the described premises:
 - a. Owned by you; or
 - b. Owned by others but in your care, custody or control.
 - 2. Paragraph **A.2.e. Property Not Covered in Section I - Property** does not apply to this coverage.
 - 3. Paragraph **B.1. Exclusions in Section I - Property** does not apply to this coverage except for:
 - a. Paragraph **B.1.c. Governmental Actions**;
 - b. Paragraph **B.1.d. Nuclear Hazard**; and
 - c. Paragraph **B.1.f. War and Military Action**.
 - 4. Paragraphs **B.2. and B.3. Exclusions in Section I - Property** do not apply to this coverage except for Paragraph **B.2.I.** which is replaced by the following:
 - I. **Other Types Of Loss**
We will not pay for loss or damage caused by or resulting from:
 - (1) Wear and tear;
 - (2) Hidden or latent defect;
 - (3) Rust;
 - (4) Corrosion;
 - (5) Deterioration;
 - (6) "Fungi";
 - (7) Decay; or
 - (8) Mechanical Breakdown.
 - 5. The provisions of this coverage supersede all other references to outdoor fences, radio or television antennas (including satellite dishes) and their

lead-in wiring, masts or towers in this policy.

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The following is added to Paragraph **E.3. Duties In The Event Of Loss Or Damage** Property Loss Conditions in **Section I - Property** and Paragraph **E.2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** Liability And Medical Expenses General Conditions in **Section II - Liability** of the Businessowners Coverage Form and similar conditions in any endorsement attached to this Policy:
- The requirement to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.
- B. Section I - Property** is amended as follows:
1. The following is added to Paragraph **A.3. Covered Causes Of Loss**:
We insure for all loss or damage caused by fire or any damage caused by lightning.
 2. Paragraph **A.5.I.(8)** of the **Increased Cost Of Construction** Additional Coverages is replaced by the following:
 - (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such exclusion would conflict with the provisions of this Additional Coverage. The coverage afforded under this Additional Coverage does not reduce coverage provided under exceptions to the Ordinance Or Law Exclusion as presented in this Endorsement.
 3. Paragraph **A.5.I.(9)** of the **Increased Cost Of Construction** Additional Coverages does not apply.
 4. Paragraph **B.1.a. Ordinance Or Law Exclusions** is replaced by the following:
 - a. Ordinance Or Law**
 - (1) The enforcement of or compliance with any ordinance or law:
 - (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.
 - (2) This exclusion, Ordinance Or Law, applies whether the loss results from:
 - (a) An ordinance or law that is enforced even if the property has not been damaged; or
 - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.
- (3) But if loss or damage is solely a result of one or more Covered Causes of Loss, we will pay for your compliance with such ordinance or law, subject to all other provisions of this Policy, including those listed below, as follows:
- (a) In the event of a partial loss, if the building is insured on a replacement cost basis, we will pay for your compliance but only with respect to the damaged portion of the building.
 - (b) In the event of a total or constructive total loss, we will pay for your compliance with respect to the entire building.
 - (c) We will not pay under this provision for the costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
 - (d) Any valuation provision (including Replacement Cost) or loss payment condition which excludes the increased cost attributable to an ordinance or law is hereby revised to include such cost to the extent that coverage is provided above in this item, 4. But in no event will we pay more than the applicable Limit of Insurance.

5. The following is added to Paragraph **D.1. Deductibles** and applies with respect to any deductible applicable to the Businessowners Property Coverage, including a deductible provided by endorsement for a particular cause of loss or coverage:

The Deductible will not apply to total loss of a building.

6. Paragraph **E.3. Duties In The Event Of Loss Or Damage** Property Loss Conditions is amended as follows:

a. Paragraph **a.(3)** is deleted.

b. Paragraphs **a.(6)** and **a.(7)** are replaced by the following:

(6) As often as we reasonably require:

(a) Permit us to inspect the property. Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis;

(b) Provide us with records and documents reasonably related to the loss, or certified copies if the originals are lost, and permit us to make copies.

(7) Send us, within 60 days after our request, a signed, sworn proof of loss containing the following information we require to investigate the claim:

(a) A description of how and when the loss or damage occurred;

(b) The value of the property, except in the case of a total loss of an insured building;

(c) The interest of the insured and all others in the property; and

(d) Other insurance which may cover the loss or damage.

We will supply you with the necessary forms.

c. The following is added to Paragraph **a.:**

(10) Send to us, within a reasonable time after our request, the following:

(a) Changes in title or occupancy of the property during the term of the Policy; and

(b) Specifications of damaged buildings and detailed repair estimates.

d. Paragraph **b.** is replaced by the following:

b. After we inform an insured:

(1) Of the right to counsel; and

(2) That an insured's answers may be used against the insured in later civil or criminal proceedings;

we may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim. In the event of an examination, an insured's answers must be signed.

7. Paragraph **2. Appraisal** under **E. Property Loss Conditions** is replaced by the following:

2. Appraisal

This applies after we confirm that the damage due to a loss is covered. If you and we fail to agree on the dollar amount of the damage, either may demand that such amount be set by appraisal. In this event, each party will choose a competent and disinterested appraiser within 20 days after receiving a written request from the other. Each appraiser will separately set the dollar amount of the damage. Such amounts must be determined according to all terms of this policy including those in Paragraph **5. Loss Payment** under **E. Property Loss Conditions of Section I - Property**. If both appraisers submit written reports to us of their agreement of the amount, such amount will be the dollar amount of the damage. If they fail to agree within 20 days, they must choose a competent and disinterested umpire. If they cannot agree on the choice within 20 days, you and we must jointly request that the choice of a competent and disinterested umpire be made by a judge of a court having jurisdiction. The appraisers will then submit their differences to the umpire. Written agreement signed by any two of these three will set the dollar amount of the damage.

The appraisal determination of dollar amount of the damage is binding upon you and us. This appraisal process and authority granted to the appraisers and the umpire can only be expanded and modified by written

mutual consent signed by you and us. We will pay our appraiser. You will pay your appraiser. Other expenses and the compensation of the umpire will be paid equally by you and us. Appraisal does not waive our rights.

The appraisers and umpires are not authorized to determine coverage, exclusions, conditions, forfeiture provisions, conditions precedent, or any other contractual issues that may exist between you and us. The appraisal award cannot be used by either you or us in any proceeding concerning coverage, exclusions, forfeiture provisions, conditions precedent, or other contractual issues. However, once contractual liability is admitted or determined independent of the appraisal process, the appraisal award is binding upon you and us. Interest will not accrue on any award or judgment for the recovery of money set by appraisal until that time.

8. Paragraph E.5. Loss Payment Property Loss Conditions is amended as follows:

a. Paragraph **g.** is replaced by the following:

g. Provided you have complied with all the terms of this Policy, we will pay for covered loss or damage within five business days after:

(1) We have received the proof of loss; and

(2) We have reached an agreement with you; or, in the event we use an independent claims adjuster, we have received the agreement and you have satisfied the conditions of the agreement, if any, or an appraisal award has been made.

b. The following paragraph is added and supersedes any provision to the contrary:

i. Replacement Cost - Business Personal Property

(1) We will not pay more for loss or damage on a replacement cost basis than the least of:

(a) The Limit of Insurance applicable to the lost or damaged property;

(b) The applicable Special Limit of Insurance shown in **i.(2)(a)**, **i.(2)(b)**, **i.(2)(c)** and **i.(2)(d)** below;

(c) The cost to replace, on the same premises, the lost or damaged property with other property of comparable material and quality and used for the same purpose; or

(d) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

(2) The following Special Limits of Insurance apply to any category of property listed below, unless higher Special Limits Of Insurance are shown in the Declarations. These Special Limits are part of, not in addition to, any Limit Of Insurance shown in the Declarations, and apply in excess of any applicable deductible. The Special Limit of Insurance shown for any category listed below is the most we will pay for loss or damage to all property in that category in any one occurrence.

(a) \$1,000 on used or secondhand merchandise held in storage or for sale;

(b) \$1,000 on property of others;

(c) \$1,000 on household contents, except personal property in apartments or rooms furnished by you as landlord;

(d) \$5,000 on manuscripts, works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

With respect to the articles described in **(a)**, **(b)**, **(c)** and **(d)** above, in no event will we pay you less than we would have paid you if this Endorsement were not attached to the Policy.

c. The following paragraph is added:

j. We agree that, in the event of a total loss, the Limit of Insurance (or the limit shown in the total loss schedule of values) for a building

which is Covered Property represents its value.

9. The following is added to Paragraph E. **Property Loss Conditions:**

9. **Undamaged Material**

We will not pay to repair or replace undamaged material due to mismatch between undamaged material and new material used to repair or replace damaged material.

We do not cover the loss in value to any property due to mismatch between undamaged material and new material used to repair or replace damaged material.

10. Paragraphs a. and d. under F.2. **Mortgageholders** Property General Conditions are replaced by the following:

a. The term "mortgageholder" includes trustees and contract-for-deed vendors.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(1) Pays premium due under the Policy at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so.

All of the terms of this Policy will then apply directly to the mortgageholder.

11. The following paragraph is added to Paragraph F.2.:

h. We will notify the mortgageholder of changes to this Policy that result in a substantial reduction of coverage to the mortgaged property.

C. **Section II - Liability** is amended as follows:

1. Paragraph A.1.f. **Coverage Extension - Supplementary Payments** is replaced by the following:

f. **Coverage Extension - Supplementary Payments**

(1) We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(a) All expenses we incur.

(b) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability

Coverage applies. We do not have to furnish these bonds.

(c) The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

(e) All costs taxed against the insured in the "suit".

(f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

(2) If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(a) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(b) This insurance applies to such liability assumed by the insured;

(c) The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the insured in the same "insured contract";

- (d) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- (e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (f) The indemnitee:
 - (i) Agrees in writing to:
 - i. Cooperate with us in the investigation, settlement or defense of the "suit";
 - ii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - iii. Notify any other insurer whose coverage is available to the indemnitee; and
 - iv. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (ii) Provides us with written authorization to:
 - i. Obtain records and other information related to the "suit"; and
 - ii. Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Our obligation to defend an insured's indemnitee and to pay for

attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (a) We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
 - (b) The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.
2. Paragraph b. under Exclusion **B.1. Applicable To Business Liability Coverage** is replaced by the following:
 - b. Contractual Liability**
"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) That the insured would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.
 3. Paragraph **E.1. Bankruptcy** Liability And Medical Expenses General Conditions is replaced by the following:
 - 1. Bankruptcy**
Bankruptcy, insolvency or dissolution of the insured or of the insured's estate will not relieve us of our obligations under this Policy and in case an execution against the insured on a final judgment is returned unsatisfied, then such judgment creditor shall have a right of action on this Policy against the company to the same extent that the insured would have, had the insured paid the final judgment.
- D. Section III - Common Policy Conditions** is amended as follows:
1. Paragraph **A. Cancellation** is replaced by the following:
 - A. Cancellation**
 1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this Policy, subject to the provisions of 3. below, by first-class mailing, or by delivery, of a written notice of cancellation to the first Named Insured and any agent, to their last mailing addresses known to us. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
3. If this Policy has been in effect for:
 - a. Fewer than 90 days and is a new policy, we may cancel for any reason by giving notice at least:
 - (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (2) 60 days before the effective date of cancellation, if we cancel for any other reason.
 - b. 90 days or more, or if it is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Misrepresentation or fraud made by you or with your knowledge in obtaining the Policy or in pursuing a claim under the Policy;
 - (3) An act or omission by you that substantially increases or changes the risk insured;
 - (4) Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;
 - (5) Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
 - (6) Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying

risk insured. Any notice of cancellation pursuant to this item shall advise the policyholder that he or she has 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;

- (7) A determination by the commissioner that the continuation of the Policy could place us in violation of the Minnesota insurance laws; or
- (8) Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing such insurance. This provision for cancellation for failure to pay dues shall not be applicable to persons who are retired at 62 years of age or older or who are disabled according to social security standards.

Under this Paragraph **A.3.b.**, we will give notice at least:

- (1) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium. The cancellation notice shall contain the information regarding the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation; or
- (2) 60 days before the effective date, if we

- cancel for a reason described in **3.b.(2)** through **(8)** above. The notice of cancellation will state the reason for cancellation.
4. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
- a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance; or
 - (3) Cancelled but rewritten with us or in our company group.
 - b. When this policy is cancelled at the request of the first Named Insured (except when Paragraph **a.(2)**, or **a.(3)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar.
5. If this Policy includes liquor liability coverage with respect to "injury" arising out of the selling, serving or furnishing of alcoholic beverages, then the following provisions shall apply:
- If this Policy is cancelled by us, we will notify, in writing, the governmental authority in the State of Minnesota that issued the current liquor license to the Named Insured that the Policy is being cancelled at the same time that the cancellation notice is sent to the first Named Insured.
- If the first Named Insured cancels, we will notify, in writing, the governmental authority in the State of Minnesota that issued the current liquor license to the Named Insured that the Policy is being cancelled upon receiving the written notice of cancellation from the first Named Insured.
6. Unless otherwise specifically required, proof of mailing of any notice shall be sufficient proof of notice.
2. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following with respect to loss or damage caused by fire:
- C. Concealment, Misrepresentation Or Fraud**
- We do not provide coverage to the insured who has:
1. Before a loss, willfully; or
 2. After a loss, willfully and with intent to defraud;
- concealed or misrepresented any material fact or circumstances concerning:
- a. This Policy;
 - b. The Covered Property;
 - c. That insured's interest in the Covered Property; or
 - d. A claim under this Policy.
3. Paragraph **C. Concealment, Misrepresentation Or Fraud** is replaced by the following with respect to loss or damage caused by a Covered Cause of Loss other than fire:
- C. Concealment, Misrepresentation Or Fraud**
- We will not pay for any loss or damage if any insured has:
1. Before a loss, willfully; or
 2. After a loss, willfully and with intent to defraud;
- concealed or misrepresented any material fact or circumstances concerning:
- a. This Policy;
 - b. The Covered Property;
 - c. That insured's interest in the Covered Property; or
 - d. A claim under this Policy.
4. Paragraph **D. Examination Of Your Books And Records** is replaced by the following:
- D. Examination Of Your Books And Records**
- We may examine and audit your books and records as they relate to this Policy at any time during the

policy period and up to one year afterward.

5. Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. However, our rights do not apply against:

- a. An insured; or
- b. Any person or organization insured under another policy which was issued by us and responds to the same loss;

provided the loss was not intentionally caused by such insureds.

2. You may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at the time of loss, that party is one of the following:
 - (1) Someone insured by this insurance, unless the loss was caused intentionally by such insured;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

3. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

Our rights do not apply against any person or organization insured under this or any other policy we issue with respect to the same "occurrence", provided the "occurrence" was not intentionally caused by such insureds.

6. The following is added:

M. Nonrenewal

If we decide not to renew this Policy, we may do so by giving the first Named Insured and any agent written notice of our intent not to renew at least 60 days before the expiration date of this Policy. Such notice will be delivered or mailed by first-class mail to their last mailing addresses known to us.

We need not mail or deliver this notice if you have:

- 1. Insured elsewhere;
- 2. Accepted replacement coverage; or
- 3. Agreed not to renew this Policy.

Unless otherwise specifically required, proof of mailing of any notice shall be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING LIMIT INFLATION PROTECTION COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I - Property is amended as follows:

C. Limits Of Insurance

Paragraph **4. Building Limit - Automatic Increase** is replaced by the following:

4. Building Limit - Inflation Protection Coverage. We may increase limits at each renewal for Buildings and Scheduled Structures only as shown in the Declarations. We base increases on inflation cost indexes. We will round any increases in limits to the next highest \$100. Premium will change accordingly. Your payment of the renewal premium indicates your acceptance of any adjusted limits.

We will not reduce the Limit of Insurance to less than that previously specified without your consent.

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

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM**A. Section I - Property** is amended as follows:

1. The following is added to Paragraph **A.2.**

Property Not Covered:

- a. "Marijuana".

2. Coverage under this Policy does not apply to that part of Business Income loss or Extra Expense incurred due to a suspension of your "operations" which involve the design, manufacture, distribution, sale, serving, furnishing, use or possession of "marijuana".

3. Paragraphs **A.1.** and **A.2.** above do not apply to any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily:

- a. Ingestion;
- b. Inhalation;
- c. Absorption; or
- d. Consumption.

B. The following exclusion is added to Section II - Liability:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:

- a. The design, manufacture, distribution, sale, serving, furnishing, use or possession of "marijuana";
- b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "marijuana"; or

2. "Property damage" to "marijuana".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **B.1.** or **B.2.** above.

However, this exclusion does not apply to any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily:

- a. Ingestion;
- b. Inhalation;
- c. Absorption; or
- d. Consumption.

C. For the purpose of this endorsement, the following definition is added:

"Marijuana":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph **C.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:

- a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

- b. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:

- (1) Resin, oil or wax;

- (2) Hash or hemp; or

- (3) Infused liquid or edible marijuana;

whether derived from any plant or part of any plant set forth in Paragraph **C.2.a.** above or not.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ROOF SURFACING LOSS PAYMENT SCHEDULE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The following is added to Paragraph **E.5.d.** of the **Loss Payment Property Loss Conditions** of **Section I - Property**:

(9) In the event of loss or damage to roof surfacing of Covered Property caused by a Covered Cause of Loss we will settle actual cash value roof surfacing losses using the following loss payment schedule.

However, loss payment for roof surfacing described in this endorsement does not apply when we determine that your Building, Scheduled Structure or Unscheduled Structure is a total loss.

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

Roof Surface Payment Schedule

The percentages shown for the type of roof surfacing are applied to all components and installation including overhead, profit, labor, taxes, and fees associated with the replacement of the roof system.

Age Of Roof In Years	Roof Surface Material Type							
	Class 3 or 4 Impact Resistant, Synthetic Plastic, or Architectural Composition Shingles	All Other Composition or Solar Shingles	Wood Shingles or Shakes	Metal Shingles or Panels	Concrete Tile, Fiber Cement Tile, or Clay Tile	Slate	Built-up Tar With Or Without Gravel, Rubber Membrane, or Other Flat Roof Surface	All Other Roof Surface Types
0	100%	100%	100%	100%	100%	100%	100%	100%
1	97%	96%	97%	98%	98%	99%	95%	95%
2	94%	92%	94%	96%	96%	98%	90%	90%
3	91%	88%	91%	94%	94%	97%	85%	85%
4	88%	84%	88%	92%	92%	96%	80%	80%
5	85%	80%	85%	90%	90%	95%	75%	75%
6	82%	76%	82%	88%	88%	94%	70%	70%
7	79%	72%	79%	86%	86%	93%	65%	65%
8	76%	68%	76%	84%	84%	92%	60%	60%
9	73%	64%	73%	82%	82%	91%	55%	55%
10	70%	60%	70%	80%	80%	90%	50%	50%
11	67%	56%	67%	78%	78%	89%	45%	45%
12	64%	52%	64%	76%	76%	88%	40%	40%
13	61%	48%	61%	74%	74%	87%	35%	35%
14	58%	44%	58%	72%	72%	86%	30%	30%
15	55%	40%	55%	70%	70%	85%	25% payable for 15 years or over	25% payable for 15 years or over
16	52%	36%	52%	68%	68%	84%		
17	49%	32%	49%	66%	66%	83%		
18	46%	28%	46%	64%	64%	82%		
19	43%	25% payable for 19 years or over	43%	62%	62%	81%		
20	40%		40%	60%	60%	80%		
21	37%		37%	58%	58%	79%		
22	34%		34%	56%	56%	78%		
23	31%		31%	54%	54%	77%		
24	28%		28%	52%	52%	76%		
25	25% payable for 25 years or over		25%	50%	50%	75%		
26			48%	48%	74%			
27			46%	46%	73%			
28			44%	44%	72%			
29		42%	42%	71%				
30		40% payable for 30 years or over	40% payable for 30 years or over	70% payable for 30 years or over				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions are added to the Businessowners Liability Coverage Form **BP 00 06** and **Section II – Liability** of the Businessowners Coverage Form **BP 00 03**:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). 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
2. 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; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **1.** and **2.** describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".
- Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. 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 Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exclusion is added to Paragraph **B.1. Exclusions – Applicable To Business Liability Coverage** in **Section II – Liability**:

This insurance does not apply to "bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION (LIABILITY)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions are added to **Section II – Liability**:

A. The following exclusion is added to Paragraph **B.1., Exclusions – Applicable To Business Liability Coverage**:

t. Fungi Or Bacteria

- (1) "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following definition is added Paragraph **F. Liability And Medical Expenses Definitions**:

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

**BUSINESSOWNERS
BP 05 98 07 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Paragraph **9.** under **F. Liability And Medical Expenses Definitions** is replaced by the following:

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SILICA OR SILICA-RELATED DUST

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The following exclusion is added to Paragraph **B. Exclusions** in **Section II – Liability**:

B. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
3. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

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

- B.** The following definitions are added to Paragraph **F. Liability And Medical Expenses Definitions** in **Section II – Liability**:

1. "Silica" means silicon dioxide, (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Exclusion **B.1.f. Pollution** in **Section II – Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
- (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
 - (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**BUSINESSOWNERS
BP 05 01 07 02**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

**BUSINESSOWNERS
BP 04 39 07 02**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following applies to Section II – Liability and supersedes any provision to the contrary:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (a)** The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (b)** The negligent:
 - (i)** Employment;

- (ii)** Investigation;
- (iii)** Supervision;
- (iv)** Reporting to the proper authorities, or failure to so report; or
- (v)** Retention;
 - of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **(a)** above.

POLICY PERIOD - RENEWAL OF COVERAGE

Insurance begins and ends at 12:01 A.M., Standard Time, at **your** mailing address and for the policy period shown in the Declarations. The first Named Insured shown in the Declarations may continue this policy for successive policy periods by paying the required premium on or before the effective date of each renewal policy period. If the premium is not paid when due, this policy expires at the end of the last policy period for which the premium was paid.

The premium for each policy period will be based on **our** current rates and rules.

If this policy replaces coverage in other policies terminating at 12:00 Noon (standard time) on the inception date of this policy, this policy shall be effective at 12:00 Noon (standard time) instead of at 12:01 A.M., Standard Time.

Includes copyrighted material of Insurance Services Office, Inc.,
with its permission.

Special Provisions for American Family Insurance Company Policyholders

1. MEMBERSHIP AND VOTING

While this policy is in force, each insured named in the Declarations is considered an owner or policyholder and a member of the American Family Insurance Mutual Holding Company (AFIMHC) of Madison, Wisconsin. As a member, you are entitled to one vote at all meetings either in person or by proxy. You can only cast one vote regardless of the number of policies or coverage you purchased. If two or more persons qualify as a member under a single policy, they are considered one member for purposes of voting. The owner of a group policy will have one vote regardless of the number of persons insured or coverage purchased. Fractional voting is not allowed. If you are a minor, any vote will be given to your parent or legal guardian.

2. ANNUAL MEETINGS

The Annual Meetings are held at the Home Office: 6000 American Parkway, Madison, Wisconsin, on the first Tuesday of March at 2:00 P.M. Central Standard Time. Notice in this policy shall be sufficient notification.

3. DIVIDENDS

If any dividends are declared, you will share in them according to law and under conditions set by the Board of Directors.

This policy is signed at Madison, Wisconsin, on **our** behalf by **our** President and Secretary. If it is required by law, it is countersigned on the Declarations by **our** authorized representative.


President


Secretary

This is not a complete and valid contract without accompanying DECLARATIONS properly executed.

FACTS

WHAT DOES AMERICAN FAMILY INSURANCE DO WITH YOUR PERSONAL INFORMATION?



Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Credit history and credit based insurance scores • Drivers license records and claims history <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
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How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Family Insurance chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does American Family Insurance share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	<p>Call 1-888-312-2263 – when prompted you will be asked to provide your first name, middle initial (if applicable), last name, address, city, state and at least one of your policy numbers. Please also indicate if you are requesting to limit sharing for others on your policies. Please indicate their full names.</p> <p>Please note:</p> <p>If you are a new customer, or receiving this notice from us for the first time, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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Questions?	Please go to our website at www.amfam.com/privacy-security
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Who we are	
Who is providing this notice?	This privacy notice is provided by American Family Mutual Insurance Company, S.I. and the affiliates as listed under the "Other important information" section of this notice (referred to collectively as "American Family Insurance").

What we do	
How does American Family Insurance protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Family Insurance collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Apply for insurance • Pay insurance premiums • File an insurance claim • Give us your contact information • Use your credit or debit card
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)
What happens when I limit sharing for an account I hold jointly with someone else?	Your limit-sharing request will only apply to the names received in your request.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • The affiliates of American Family Mutual Insurance Company, S.I. include the companies identified under the "Other important information" section of this notice, and other affiliated companies within Homesite Group Incorporated and PGC Holdings Corp.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates we share with can include our sales agents, mortgage companies and direct marketing companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include other financial services companies and insurance companies.

Other important information	
For Nevada residents only. You have the right to place your telephone number on American Family Insurance's internal do not call list, which means we can contact you by telephone only in response to a specific request from you for information or in order to service any existing American Family Insurance business. For additional information about the Nevada do not call requirements, or to add your telephone number to our internal do not call list, contact American Family Insurance at 1-877-216-9232. For information on the Nevada state do not call law, contact the Nevada Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Ste. 3900, Las Vegas, NV 90101, Phone: 1-702-486-3132, email: BCPINFO@ag.state.nv.us	
For Vermont residents only. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.amfam.com/privacy-security or call 1-800-692-6326.	
For Georgia residents only. NOTICE: The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.	
For New Mexico residents only. We are prohibited from disclosing information related to domestic abuse. In New Mexico an individual has certain rights as a Protected Person under N.M. Admin Code 13.7.5 and N. M. S. A 1978, § 59A-16B-4. If you would like to exercise any of those rights or want an explanation of those rights, please contact American Family Insurance at 1-800-MYAMFAM ext. 78082.	

Other important information – continued

For our customers in AK, AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, SC and VA only.

You have the right to review information in your file. You may do so by writing to us at the address at the end of this section and providing us with your complete name, address, date of birth, and all policy numbers under which you are insured. Within 30 days of receipt of your request, we will contact you and inform you of the nature of recorded information that can be reasonably located and retrieved about you in our files. If you believe there is information in our file that is incorrect, you have the right to notify us and request that it be corrected, amended or deleted from your file. Use this address for requesting information in your file or for questions about the information in your file: **American Family Insurance, Attn: Consumer Affairs Department, 6000 American Pkwy., Madison, Wisconsin 53783-0001.**

American Family Insurance Legal Entities:

In addition to American Family Mutual Insurance Company, S.I., this privacy notice is provided by the following companies, which are all affiliates of American Family Mutual Insurance Company, S.I.: American Standard Insurance Company of Wisconsin, American Family Life Insurance Company, American Family Brokerage, Inc., American Family Insurance Company, American Standard Insurance Company of Ohio, and Midvale Indemnity Company. All companies are collectively referred to as "American Family Insurance" in this notice.

**NOTICE CONCERNING POLICYHOLDER RIGHTS IN
AN INSOLVENCY UNDER THE MINNESOTA
INSURANCE GUARANTY ASSOCIATION LAW**



American Family Insurance Company
6000 American Parkway
Madison WI 53783

For customer service and claims service
24 hours a day, 7 days a week

1-800-MY AMFAM (1-800-692-6326)
amfam.com

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability **insurance** policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes **insolvent**, you may have protection from the **Minnesota Insurance Guaranty Association** as described below but to the extent that your policy is not protected by the **Minnesota Insurance Guaranty Association** or if it exceeds the **guaranty association's** limits, you will only have the assets, if any, of the **insolvent** insurer to satisfy your claim.

Residents of **Minnesota** who purchase property and casualty or liability **insurance** from **insurance** companies licensed to do business in **Minnesota** are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes **insolvent**. This protection is provided by the **Minnesota Insurance Guaranty Association**.

Minnesota Insurance Guaranty Association
4640 West 77th Street, Suite 342
Edina, MN 55435
Telephone: 952-831-1908
Fax: 952-831-1973

The maximum amount that the **Minnesota Insurance Guaranty Association** will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation **insurance**. Protection by the **guaranty association** is subject to other substantial limitations and exclusions. If your claim exceeds the **guaranty association's** limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the **insolvent** insurer, if any exist. Funds to pay claims may not be immediately available. The **guaranty association** assesses insurers licensed to sell property and casualty or liability **insurance** in **Minnesota** after the **insolvency** occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE **GUARANTY ASSOCIATION** IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING **INSURANCE** COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN **INSURANCE** COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE **GUARANTY ASSOCIATION**.

THIS **NOTICE** IS REQUIRED BY **MINNESOTA** STATE LAW TO ADVISE **POLICYHOLDERS** OF PROPERTY AND CASUALTY **INSURANCE** POLICIES OF THEIR **RIGHTS** IN THE EVENT THEIR **INSURANCE** CARRIER BECOMES **INSOLVENT**. THIS **NOTICE** IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY **INSURANCE** POLICIES ARE REQUIRED TO PROVIDE THIS **NOTICE**."

Businessowners Policy Application - Minnesota



Dean Burrington Agency Inc
16190 HIGHWAY 7
MINNETONKA MN 55345-3403
Agent Phone: 1-952-474-5252
E-mail: dburrington@amfam.com

American Family Insurance Company
6000 American Parkway
Madison WI 53783
For customer service and claims service
24 hours a day, 7 days a week
1-800-MY AMFAM (1-800-692-6326)
amfam.com

This application has been submitted unbound. No insurance shall be effective until approved by the Company.

Policy And Contact Information		
Policy Information		
Policy Number: 91002-30495-59	Effective Date: 01/01/2022	Expiration: 01/01/2023
Contract State: Minnesota	Application Date and Time Taken: 12/21/2021 at 2:33 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	
Named Insured: Christine Carragee		
Policy Mailing Address: 2265 Harvard St Palo Alto CA 94306-1359		
Description of Business and Operations: rental homes		
Year Started: 2018	Form of Business: Individual	
Number Of Employees:	Number Of Property Managers:	Number Of Board Members:
Account Questions		
Are there any business operations previously or currently conducted outside of the American Family Insurance operating territories?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has any insurer refused or cancelled a policy in the last five years?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the applicant had a foreclosure, repossession, bankruptcy, judgment, or lien in the past three years?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has any applicant been convicted of a felony? (Optional for Auto and 1-4 Family Rental Units in WI)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Eligibility Questions		
Are there any uncorrected fire and/or safety code violations at location(s) you own, rent or occupy?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there medical or nursing services provided?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are assisted living services provided?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the applicant been convicted of any degree of the crime of arson?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the applicant own or operate any business not specified in their business description?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are subcontractors required to provide certificates of insurance prior to doing work?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Provide details: NO subs		
Are there any prior American Family policies?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Underwriting Questions		
Are crops/feed raised or are there farm animals/poultry or land rented to others?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there any buildings or other property not insured on this policy?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there common community facilities?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the Insured aware that if the property is not insured to full replacement cost, a Loss Payment penalty may apply?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does the Insured sponsor any athletic teams, events or activities?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the Insured provide daycare operation?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are any of the units rented as furnished?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Policy Number: 91002-30495-59



Underwriting Questions (continued)

Are any of the locations group homes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are any of the locations student housing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the building owner/applicant live more than 100 miles away from the rental property?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Provide details: property manager Dumont Doumbe	
Are any of the living units equipped with a shared kitchen or bathroom?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do any premises include a commercial kitchen?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are alcoholic beverages sold, served, and/or distributed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the Insured host events where alcoholic beverages are provided?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there any sun tanning operations?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Policy Level Coverages

Property Causes Of Loss	<input checked="" type="checkbox"/> Risks Of Direct Physical Loss	<input type="checkbox"/> Named Perils
Liability Limit Per Occurrence / Aggregate Limit: \$1,000,000/\$2,000,000	Property Damage Liability Deductible: <input type="checkbox"/> Per Claim <input type="checkbox"/> Per Occurrence <input checked="" type="checkbox"/> None	Medical Expense Limit: \$1,000
Terrorism	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	
<input type="checkbox"/> Crime Enhancement Endorsement		

Policy Level Exclusions And Conditions

<input checked="" type="checkbox"/> Employment Related Practices Exclusion



Policy Number: 91002-30495-59

**Businessowners Policy Application - Minnesota
Location Schedule**

Location 1 - Address Information

Location #: 1	Location Address: 549 DAYTON AVE SAINT PAUL MN 55102-1709
Program: Rental Dwelling	Location Description:

Location 1 - General Information

Level Of Smoking Allowed: Smoke-Free Property	Waterfront: No Waterfront
Playground/Tennis Court/Basketball Court?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Freshwater Wells?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Outdoor Swimming Pool(s)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Undeveloped Land?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Location 1 - Eligibility Questions

Are there any ineligible dog breeds on premises?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there any reptiles, wolves, horses or exotic animals on premises?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Location 1 - Property Oversight

Property Manager?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Is the premises part of a gated community?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Security Guards	24 Hour Doorman	Continuous Video Recording	Guard Dogs	Drop Safe	Other
<input type="checkbox"/> Armed <input type="checkbox"/> Unarmed <input checked="" type="checkbox"/> None	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Other Description:					

Location 1 - Additional Coverages

<input checked="" type="checkbox"/> Per Location Property Deductible	Deductible: \$2,500
<input checked="" type="checkbox"/> Windstorm Or Hail Deductible	Deductible: \$2,500



Businessowners Policy Application - Minnesota Building Schedule

Location 1 Building 1 - Building Details							
Location #: 1	Building #: 1	Building Address: 549 DAYTON AVE SAINT PAUL MN 55102-1709					
Building Description: rental duplex			Year Purchased: 2020		Purchase Price: \$500,000		
Occupancy: Duplex (2 Units)			Building Interest: Owner - Leased to Other				
Is the building currently under renovation or rehabilitation?							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is the building currently for sale?							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the building have two means of exit?							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is the building designated as a historic property?							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the building have any unrepaired damage?							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is there any evidence of water damage?							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is there any damage due to flood/high water/sewer back-up/sump pump failure?							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are any neighboring buildings less than 10 feet away?							<input type="checkbox"/> Yes <input type="checkbox"/> No
Are any of those neighboring buildings approximately 8 stories or greater?							<input type="checkbox"/> Yes <input type="checkbox"/> No
Number Of Stories	Total Area (Sq. Ft.)	Occupied Area (Sq. Ft.)	Property Condition			Primary Foundation	
2	2,578		<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Poor			Basement	
Finished Basement	Basement Area (Sq. Ft.)	Ground Floor Area (Sq. Ft.)	Attic		Finished Attic	Attic Area (Sq. Ft.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Location 1 Building 1 - Occupancy Information								
Total Residential Units	Total Number Of Rooms	% HUD	Total Units Occupied	Total Units Leased	Total Commercial Units	Total Commercial Units Occupied	Total Number Of Units	
2		0%	2				2	
Does each unit have two means of exit?							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Corporate Housing							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Senior Housing							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Vacation Rentals							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Seasonal Rental							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Months unoccupied:								
If applicable, do you rent through a home sharing site? E.g., Airbnb, VRBO, etc.?							<input type="checkbox"/> Yes <input type="checkbox"/> No	
Provide details:								
Was the building constructed for current occupancy?							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Square Footage By Usage								
Residential:		0%	Auto Service:		0%	Other:		0%
Food Service - Limited Cooking:		0%	Office:		0%	Other Description:		
Food Service - Full Cooking:		0%	Mercantile:		0%			



Location 1 Building 1 - Building Valuation Information					
Valuation ID	Building Replacement Cost Calculation	Year Built	Primary Construction Type	Primary Exterior Wall Covering	Construction Quality
478875512	\$450,624.09	1891	Frame	Siding - Wood	Average
Check All That Apply For Construction: <input type="checkbox"/> Cripple Walls: <input type="checkbox"/> Structural Upgrade <input type="checkbox"/> Short Columns <input type="checkbox"/> Soft Story/Stories <input type="checkbox"/> Reinforcement Level:			If Mobile Home: Does it have tie down engineering?..... <input type="checkbox"/> Yes <input type="checkbox"/> No Is it located in a mobile home park?..... <input type="checkbox"/> Yes <input type="checkbox"/> No Is the building footprint regular shape?..... <input type="checkbox"/> Yes <input type="checkbox"/> No (E.g. square, round, rectangular) Does the building have vertical irregularities? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Location 1 Building 1 - Roofing Information				
Year Roof Updated/Installed	Roof Shape	Roof Slope	Primary Roof Construction	Roof Class
2008	Gable	Low/Moderate	Architectural Shingles	None
Is there evidence of roof damage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Location 1 Building 1 - Building Information	
<input type="checkbox"/> Attached/Built-in Garage	Location: Number of Parking Stalls:
<input type="checkbox"/> Indoor Swimming Pools	Number of Indoor Pools: Diving Boards/Slides: <input type="checkbox"/> Yes <input type="checkbox"/> No Protective Drain Device: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Steam Room/Sauna	
<input type="checkbox"/> Fitness Equipment	
<input checked="" type="checkbox"/> Laundry Facilities	Location: No Laundry Facilities
<input type="checkbox"/> Decks	Deck Location: Deck Construction: Grills Allowed on Decks: <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Solar Panels	
<input type="checkbox"/> Chimney	Number of Chimneys:

Location 1 Building 1 - Protective Devices	
<input checked="" type="checkbox"/> Fire Alarm	Alarm Type: No qualifying devices
<input checked="" type="checkbox"/> Sprinkler System	Sprinkler Type: No Sprinkler System Meets National Installation Standard (NFPA-13d) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date Sprinkler Inspected: No
Stove Suppression System in all residential units? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are ABC rated fire extinguishers available in common areas? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Are ABC rated fire extinguishers available in kitchen areas? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<input checked="" type="checkbox"/> Carbon Monoxide Detector	Type: Hardwired Detector(s)
<input checked="" type="checkbox"/> Burglar Alarm	Alarm Type: No qualifying devices
<input checked="" type="checkbox"/> Temperature Alarm	Alarm Type: No qualifying devices
<input type="checkbox"/> Lightning Protection System	

Policy Number: 91002-30495-59



Location 1 Building 1 - Protective Devices (continued)	
<input type="checkbox"/> Gas Leakage Sensors	
<input checked="" type="checkbox"/> Seismic Shut-Off Valve	Device Type: No qualifying devices
<input checked="" type="checkbox"/> Plumbing Auto Shut-Off Valve	Water Leakage Sensors: _____ Device Type: No
<input type="checkbox"/> Back-up Generator	
<input checked="" type="checkbox"/> Qualifying Storm Shutters and Protected Glass	Storm Protection Type: No qualifying Storm Protection
Are the exterior windows protected by bars and/or doors protected by gates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If the exterior windows have bars, are they equipped with quick release devices? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Location 1 Building 1 - Building System Information				
Heating System Information				
Heating system present? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Heating Installed/Last Updated (Year): 1990		
Schedule of Heating Systems				
Primary Heating System	System Type	Fuel Type		
<input checked="" type="checkbox"/>	Forced Air	Natural Gas		
Plumbing System Information				
Plumbing System Present?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Plumbing Installed/Last Updated (Year)	Waste System Type	Sump Pump	Battery Back-up	
1980	Sewer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Electric System Information				
Electric System Present?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Electric System Installed/Last Updated (Year)	Electric Panel Type	Lowest Electrical Amperage (each unit)	Primary Wiring Type	Wind Turbine
1960	Circuit Breakers	100 Amps	Conduit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Surge protector for the building electrical systems?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does the building contain any 'knob & cleat' or aluminum wiring?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Provide Details:				

Location 1 Building 1 - Building Coverages	
<input checked="" type="checkbox"/> Building	Limit: \$491,900 Valuation Method - Building: Replacement Cost Guaranteed Replacement Cost: <input type="checkbox"/> Yes <input type="checkbox"/> No ACV Loss Settlement - Wind/Hail Roof Surfacing: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Policy Number: 91002-30495-59



Location 1 Building 1 - Building Coverages (continued)	
<input checked="" type="checkbox"/> Business Income Options	Ordinary Payroll Expense - Extend Days To: 60 Days - Included ----- Extended Business Income - Extend Days To: 60 Days - Included ----- Remove 72 Hour Waiting Period: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ----- Limit Type: Actual Loss Sustained ----- Revised Period Of Indemnity: 12-Months ----- Annual Income (this building only): ----- Dependent Properties Increased Limit: \$0 ----- Total Limit For Dependent Properties: \$5,000
<input checked="" type="checkbox"/> Equipment Breakdown Protection	

Policy Number: 91002-30495-59



Third Party Interest Information				
Name		Mailing Address		
WELLS FARGO BANK NA #936 ITS SUCCESSORS AND/OR ASSIGNS		PO BOX 100515 FLORENCE SC 29502-0515		
Associated Buildings and Structures				
Loan/Lease Number	Interest Type	Location Number	Building Number	Description Of Property
0606707289	First Mortgagee	1	1	Duplex (2 Units) - rental duplex

Remarks

Certification Statements
<p>THESE STATEMENTS are accurate to the best of my knowledge. The company may rely upon them in issuance of this policy. I understand that this policy may be subject to a minimum premium retention if I cancel this policy.</p>
<p>AMOUNTS OF INSURANCE: You are responsible for sufficient amounts of insurance for all coverage in this policy. You must notify us if you wish to increase or change any amount of insurance. This includes but is not limited to any increase due to:</p> <ol style="list-style-type: none"> improvement, addition, or remodeling; purchase of personal property; construction cost estimate; or appraisal of any property. <p>For buildings and other structures, we use a building cost guide to assist you in estimating the construction cost. The cost guide uses very general information. We do not guarantee that any estimate from the building cost guide will represent the actual cost to reconstruct your buildings or other structures. You may obtain a construction cost estimate from a qualified appraiser or contractor at your expense.</p>
<p>APPLICABLE IN: MN CONCEALMENT OR FRAUD: This entire policy will be void if the insured has, willfully and with intent to defraud, concealed or misrepresented a material fact or circumstance concerning this insurance, the subject of this insurance, or the interests of the insured in this insurance. This provision must not operate to defeat a claim by a third party or a minor child of the named insured for damage or loss for which the policy provides coverage.</p>
<p>APPLICABLE IN: AZ, CO, GA, IA, ID, IL, IN, MN, MO, ND, NE, NV, OH, OR, SD, UT, WA, WI CONSUMER REPORTS: IMPORTANT - All proposed named insureds listed on this application must be made aware of the following consumer report statement by the person signing this application. Consumer reports may be ordered in connection with this application. These reports provide information that may assist in determining your eligibility for insurance and the price you may be charged. Consumer reports may also be used for updates, renewals or extensions of this insurance. We may also obtain and use a credit-based insurance score based on information contained in your credit report. We may use a third party in connection with the development in a credit-based insurance score.</p>
<p>DOCUMENTATION: You understand that you may be required to take additional action to qualify for discounts and coverages included in this application.</p>
<p>INSPECTION: We may, but have no duty to inspect your property or operations. Our inspection report or any resulting advice does not warrant that your property or operations are safe, healthful or in compliance with any law or regulation. We have no duty to provide a copy of any report if we do an inspection.</p>
<p>CLAIMS-MADE COVERAGE: The application for Employee Benefits Liability, Employment Practices Liability, and/or Non-Profit Directors' and Officers' Liability is for Claims-Made coverage. Claims must be first made against the insured during the Policy Period and reported to us in writing as soon as practicable but in no event later than sixty (60) days after the end of the Policy Period. The insurance for claims-made coverage applies only if the Wrongful Act out of which the Claim arose occurred on or after the Retroactive Date, if any, shown in the declarations, and before the end of the Policy Period.</p>

Policy Number: 91002-30495-59



Certification Statements (Continued)	
<p>NOTICE OF INSURANCE INFORMATION PRACTICES: Personal information may be collected from others. The information collected by us or our agent may in certain circumstances be disclosed to third parties without authorization. You have the right to see your personal records and correct personal information collected. A detailed notice of information practices will be furnished by us or our agent if you request it.</p>	
<p>APPLICABLE IN: MN</p>	
<p>FRAUD WARNING: A person who submits an application or files a claim with intent to defraud or helps commit fraud against an insurer is guilty of fraud.</p>	
<p>Terrorism Coverage:</p>	<p><input type="checkbox"/> I Accept <input checked="" type="checkbox"/> I Reject</p>
<p>Employment Practices Liability:</p>	<p><input type="checkbox"/> I Accept <input checked="" type="checkbox"/> I Reject</p>
<p>Asbestos Material Removal Exclusion:</p>	<p><input type="checkbox"/> I Accept <input checked="" type="checkbox"/> I Reject</p>

Certification	
<p>You agree to all statements on this application on behalf of all insureds. All insureds must comply with all policy terms. Any failure to comply with policy terms by any insured will affect policy coverage for all insureds. <input checked="" type="checkbox"/> I agree</p>	

<p>Applicant Signature(s): Verified by Remote Click2Sign</p>	<p>Date and Time Signed: 12/21/2021 02:32 PM</p>
<p>Applicant Signature(s):</p>	<p>Date and Time Signed:</p>
<p>Agent's Signature: Dean Burrington</p>	<p>Date and Time Signed: 12/21/2021 02:32 PM</p>



AMERICAN FAMILY INSURANCE COMPANY
16190 HIGHWAY 7
MINNETONKA MN 55345-3403

AmFam.com

1-800-MY AMFAM® (692-6326)

November 3, 2022

WELLS FARGO BANK NA #936 ITS
SUCCESSORS AND/OR ASSIGNS
PO BOX 100515
FLORENCE SC 29502-0515

Insurance information enclosed

Policy number	Insured
91002-30495-59	Christine Carragee

Thank you for choosing American Family Insurance Company. We truly value you as our customer. Please review the enclosed documents carefully.

If you have questions, please contact your agent listed below or call us at 1-800-MY AMFAM (1-800-692-6326) Ext. 76000.

American Family Insurance Company
1-800-MY AMFAM (1-800-692-6326) Ext. 76000

Your Agent is:

Dean Burrington Agency Inc

dburring@amfam.com

16190 Highway 7
Minnetonka MN 55345-3403
952-474-5252

Renewal Declarations Businessowners Policy



Please read your policy

American Family Insurance Company
6000 American Parkway
Madison WI 53783

For customer service and claims service
24 hours a day, 7 days a week

1-800-MY AMFAM (1-800-692-6326)
amfam.com

Named Insured And Mailing Address

Christine Carragee
2265 Harvard St
Palo Alto CA 94306-1359

Policy Information

Policy number	Policy period	Billing account number
91002-30495-59	1/1/2023 until cancelled 12:01 A.M. Standard Time at your mailing address shown above.	686-519-209-61

Business and Operations Information

Year Started: 2018
Description of Business and Operations: rental homes
Form of Business: Individual

Insurance applies only for coverages for which a limit of insurance or the word "Included" is shown unless coverage is provided by an endorsement. Blanket Insurance applies only for coverages for which a Blanket Limit of Insurance is shown.

As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Policy Number: 91002-30495-59

Premium Information	
Total Advance Premium Per Term (Excluding Surcharges and Terrorism):	\$3,422.46
Minnesota Fire Safety Surcharge:	\$7.57
Minnesota Firefighter Relief Surcharge:	\$19.45
Certified Acts of Terrorism Premium:	\$0.00
Total Advance Premium Per Term:	\$3,449.48
Premium with Customer Full Pay Discount (not available on policies billed to a Third Party):	\$3,277.51

This premium may be subject to adjustment. You may be charged a fee when: (a) you pay less than the full amount due; (b) your payment is late; and/or (c) when your bank does not honor your check or electronic payment. Refer to your Billing Notice for fee amounts.

Policy Level Coverages	
Property Causes Of Loss	
Causes Of Loss	Risks of Direct Physical Loss
General Liability	
Liability And Medical Expense Limit	\$1,000,000 Per Occurrence
Medical Expense Limit	\$1,000
Other Than Products/Completed Operations Aggregate.....	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Vandalism Deductible - Residential Occupancies	Refer to BP 83 02

Third Party Interest Information				
Name		Mailing Address		
WELLS FARGO BANK NA #936 ITS SUCCESSORS AND/OR ASSIGNS		PO BOX 100515 FLORENCE SC 29502-0515		
Associated Buildings and Structures				
Loan/Lease Number	Interest Type	Location Number	Building Number	Description Of Property
0606707289	First Mortgagee	1	1	Duplex (2 Units) - rental duplex

Agent Information

Dean Burrington Agency Inc

dburring@amfam.com

16190 Highway 7
 Minnetonka MN 55345-3403
 952-474-5252

AUTHORIZED REPRESENTATIVE

William B. West
 President

Rec
 Secretary

Policy Number: 91002-30495-59

Location 1 - Location Details

Program: Rental Dwelling

Location Address: 549 DAYTON AVE SAINT PAUL MN 55102-1709

Location Description:

Location 1 - Location Level Coverages

Per Location Property Deductible (Apply Per Location, Per Occurrence)

Deductible \$2,500

Windstorm Or Hail Deductible

Deductible \$2,500

Policy Number: 91002-30495-59

Location 1 Building 1 - Building Level Details

Building Address: 549 DAYTON AVE SAINT PAUL MN 55102-1709

Occupancy: Duplex (2 Units)

Building Interest: Owner - Leased to Other

Building Description: rental duplex

Location 1 Building 1 - Building Level Coverages

Building

Limit Of Insurance \$571,600

Equipment Breakdown Coverage applies.

Replacement Cost Coverage applies.

Business Income Options

Extended Number of Days For Ordinary Payroll Expense 60 Days - Included

Extended Number of Days For Extended Business Income 60 Days - Included

Business Income From Dependent Properties

Limit Of Insurance \$5,000

Business Income And Extra Expense - Revised Period of

Indemnity - Number Of Consecutive Days 12-Months

72 Hour Waiting Period applies.

Policy Number: 91002-30495-59

Location 1 Structures	
Location 1 - Structure Level Coverages	
Valuation Method	Replacement Cost
Scheduled Structures	
Structure Description	Detached Garage
Limit Of Insurance	\$53,300
Equipment Breakdown Protection Coverage	Refer to BP 00 03

Policy Number: 91002-30495-59

Forms And Endorsements		
Form Number	Edition Date	Title
BP 00 03	07 13	Businessowners Coverage Form
BP 04 17	01 10	Employment-Related Practices Exclusion
BP 04 39	07 02	Abuse Or Molestation Exclusion
BP 04 93	01 06	Total Pollution Exclusion With A Building Heating Equipment Exception And A Hostile Fire Exception
BP 05 01	07 02	Calculation of Premium
BP 05 17	01 06	Exclusion - Silica Or Silica-Related Dust
BP 05 24	01 15	Exclusion Of Certified Acts Of Terrorism
BP 05 41	01 15	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
BP 05 77	01 06	Fungi Or Bacteria Exclusion (Liability)
BP 05 98	07 13	Amendment Of Insured Contract Definition
BP 14 78	07 13	Exclusion Of Loss Due To By-Products Of Production Or Processing Operations (Rental Properties)
BP 15 04	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
BP 83 02	01 07	Vandalism Deductible - Residential Occupancies
BP 85 04	07 10	Exclusion - Lead Liability
BP 85 05	07 98	Exclusion - Punitive Damages
BP 85 10	07 98	Other Insurance Limitation Liability And Medical Expenses
BP 85 12	01 06	Asbestos Exclusion
BP IN 01	07 13	Businessowners Coverage Form Index
BPF 80 01	08 18	Businessowners Policy Jacket
BPF 80 03	08 18	Businessowners Coverage Form Changes
BPF 81 02	08 18	Property Coverage Changes
BPF 81 11	08 18	Minnesota Changes
BPF 83 11	08 18	Minnesota Windstorm Or Hail Flat Deductible
BPF 84 11	08 18	Building Limit Inflation Protection Coverage
BPF 85 25	08 18	Marijuana Exclusion
BPF 86 03	08 18	Roof Surfacing Loss Payment Schedule
PLCF 28833	12 20	Offer Of Terrorism Insurance Coverage And Disclosure Of Premium

The complete policy consists of these declarations and the forms and endorsements at the time of issue.

Each paid claim under **Section II - Liability** and **Medical Expenses** coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to **Section II - Liability** in the BUSINESSOWNERS COVERAGE FORM and any attached endorsements.

MINNESOTA HOMEOWNERS POLICY - SPECIAL FORM 3 (EDITION 06/94) MN

NON-ASSESSABLE POLICY ISSUED BY AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
A MEMBER OF THE AMERICAN FAMILY INSURANCE GROUP MADISON, WI

PLEASE READ YOUR POLICY

POLICY NUMBER 22-CT8824-01

MORTGAGEE

WINGS FINANCIAL CREDIT UNION
ITS SUCCESSORS AND/OR ASSIGNS
HOME EQUITY DEPARTMENT
14985 GLAZIER AVE STE 100
APPLE VALLEY MN 55124-7490

NAMED INSURED

CARRAGEE, CHRISTINE
2112 HARTFORD AVE
SAINT PAUL MN 55116-1247

EFFECTIVE

FROM 02-01-2020 TO 02-01-2021
ACCT 021-799-257-09

COVERAGES AND LIMITS PROVIDED

TWO FAMILY MASONRY DWELLING	
SECTION I	
DWELLING	LIMITS
PERSONAL PROPERTY ON PREMISES	\$ 420,000
PERSONAL PROPERTY OFF PREMISES 100% SUBJECT TO POLICY LIMITATION	\$ 315,000
FUNGI OR BACTERIA	
LOSS OF USE - ACTUAL LOSS SUSTAINED WITHIN 12 MONTHS OF THE LOSS	\$ 5,000
DEDUCTIBLE AMOUNT - ALL PERIL	\$ 2,500
SECTION II	
PERSONAL LIABILITY	\$ 500,000
DANGEROUS DOG & EXOTIC ANIMAL LIABILITY	\$ 25,000
MEDICAL EXPENSE	\$ 2,000
ADDITIONAL OPTIONS/ENDORSEMENTS THAT APPLY TO YOUR POLICY:	
AMENDATORY ENDORSEMENT FOR COMPANY NAME CHANGE	
FUNGI OR BACTERIA EXCLUSION	
SILVER STAR	
OPTION 2 - EXTENDED COVERAGE ON JEWELRY, WATCHES AND FURS	
OPTION 14 - PERSONAL PROPERTY REPLACEMENT COVERAGE	
MN AMENDATORY HOMEOWNERS	

CITY FIREMAN'S SURCHARGE - \$8.80

MINNESOTA MANDATED FIRE INSURANCE SURCHARGE - \$6.30

CLAIM FREE DISCOUNT HAS BEEN APPLIED
HOME & AUTO DISCOUNT HAS BEEN APPLIED
HOME PURCHASE DISCOUNT HAS BEEN APPLIED

TOTAL PREMIUM \$1,265.10

LATEST BUILDING COST INDEX IS 321

Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If this declarations is accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

AUTHORIZED REPRESENTATIVE

William B. Westra
President

[Signature]
Secretary

AGENT 011-074 PHONE 1-952-474-5252
DEAN BURRINGTON AGENCY INC
16190 HIGHWAY 7
MINNETONKA MN 55345-3403

USER ID KAS107
TC 11
ENTRY DATE 02-04-2020

MINNESOTA HOMEOWNERS POLICY - SPECIAL FORM 3 (EDITION 06/94) MN

NON-ASSESSABLE POLICY ISSUED BY AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
A MEMBER OF THE AMERICAN FAMILY INSURANCE GROUP MADISON, WI

PLEASE READ YOUR POLICY

POLICY NUMBER 22-CT8824-01

MORTGAGEE

REFERENCE NUMBER: 0606707289
WELLS FARGO BANK NA #936
ITS SUCCESSORS AND/OR ASSIGNS
PO BOX 100515
FLORENCE SC 29502-0515

NAMED INSURED

CARRAGEE, CHRISTINE & MATTHEW PETERS
549 DAYTON AVE
SAINT PAUL MN 55102-1709

EFFECTIVE

FROM 05-26-2023 **TO** 05-26-2024
ACCT 022-141-065-30

COVERAGES AND LIMITS PROVIDED

TWO FAMILY FRAME DWELLING	
SECTION I	
DWELLING	LIMITS
PERSONAL PROPERTY ON PREMISES	\$ 590,000
PERSONAL PROPERTY OFF PREMISES 100% SUBJECT TO POLICY LIMITATION	\$ 295,000
FUNGI OR BACTERIA	
LOSS OF USE - ACTUAL LOSS SUSTAINED WITHIN 12 MONTHS OF THE LOSS	\$ 5,000
DEDUCTIBLE AMOUNT - ALL PERIL	
SECTION II	\$ 2,500
PERSONAL LIABILITY	
DANGEROUS DOG & EXOTIC ANIMAL LIABILITY	\$ 500,000
MEDICAL EXPENSE	\$ 25,000
	\$ 2,000
ADDITIONAL OPTIONS/ENDORSEMENTS THAT APPLY TO YOUR POLICY:	
AMENDATORY ENDORSEMENT FOR COMPANY NAME CHANGE	
FUNGI OR BACTERIA EXCLUSION	
OPTION 2 - EXTENDED COVERAGE ON JEWELRY, WATCHES AND FURS	
OPTION 14 - PERSONAL PROPERTY REPLACEMENT COVERAGE	
MN AMENDATORY HOMEOWNERS	

CITY FIREMAN'S SURCHARGE - \$16.40

MINNESOTA MANDATED FIRE INSURANCE SURCHARGE - \$11.70

CLAIM FREE DISCOUNT HAS BEEN APPLIED
HOME & AUTO DISCOUNT HAS BEEN APPLIED

TOTAL PREMIUM \$2,370.10

LATEST BUILDING COST INDEX IS 435

Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If this declarations is accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

AUTHORIZED REPRESENTATIVE

William B. Westra
President

[Signature]
Secretary

AGENT 011-074 **PHONE** 1-952-474-5252
DEAN BURRINGTON AGENCY INC
16190 HIGHWAY 7
MINNETONKA MN 55345-3403

USER ID KJM022
TC 11
ENTRY DATE 05-30-2023

INVOICE

Tom Thompson / Basement
Window Guy
3109 E 22nd st
Minneapolis, MN 55406

tbroscarpentry@gmail.com
+1 6512088210

Christine Carragee

Bill to

Christine Carragee
549 Dayton Ave, St Paul, MN
55102, USA

Invoice details

Invoice no. : 1057
Invoice date : 05/06/2021
Due date : 05/13/2021

Product or service	Rate	Amount
1. Services		\$2,840.00
Supply and installation of 9 total basement glass block windows @1597 and 1599 junco ave, st paul mn. 2 dryer vented windows 1 combustion air intake vent window 4 vented glass block windows 2 solid glass block windows		
	Total	\$2,840.00
Note to customer		
Thanks for your business.		Paid in Full

Order Details

Ordered on June 1, 2021 | Order# 112-1868592-1241027

[View or Print invoice](#)

Shipping Address	Payment Method	Order Summary
Christine Carrage 549 DAYTON AVE SAINT PAUL, MN 55102-1709 United States	VISA **** 9652	Item(s) Subtotal: \$12.82 Shipping & Handling: \$0.00 Total before tax: \$12.82 Estimated tax to be collected: \$1.01 Grand Total: \$13.83
▼ Transactions		



Moen 14526 Replacement Part ,Chrome
Sold by: Amazon.com Services LLC
Return window closed on Jul 4, 2021
\$12.82
Condition: New
[Buy it again](#)

[Get product support](#)
[Write a product review](#)
[Archive order](#)

CAVANAUGH MASONRY, INC.

RESTORATION & REPAIR

1772 Humboldt Avenue
W. St. Paul, MN 55118

SCOTT CAVANAUGH
651-453-1781

Date 12-24-20

To: Christine Carragee

Description	Amount
1. Repair interior basement walls. Includes Thoroseal application and minor floor repairs.	

Total Due \$ 7,035⁰⁰

Balance Due Upon Completion



Paul B Johnsen LLC
Drywall since 1972

8808 30th Ave N
New Hope, MN 55427

612-991-2603

549 Dayton Ave, St Paul

Repair water damaged ceiling to be ready for paint

\$325



Please make checks payable to Evan Johnsen



THANK YOU FOR YOUR BUSINESS!

Invoice

Cadet's Cut

1984 Marshall Ave
Saint Paul MN 55104
612-900-2466
cadetscut@gmail.com

Customer #	528
Invoice #	2595
Invoice Date / Due Date	Jun 27, 2023 / Jul 29, 2023
Credit Available	0.00
Outstanding Balance	0.00

Christine Carragee

549 Dayton Avenue
Saint Paul MN 55102

Description	Cost/Rate	Qty/Hr	Taxes %	Total
Property Address: 549 Dayton Avenue Saint Paul MN, 55102				
Jun 27, 2023 Biweekly Mowing	52.67	1	8.03	56.90

Notes: I also am a Realtor at Keller Williams Integrity Realty! If you ever need to buy/sell or you know someone who does, let me know! I offer great mowing discounts to people who complete a transaction with me.

Subtotal	52.67
Taxes	4.23
This Invoice	56.90
Amount Paid	56.90
Total Due	0.00

Please let me know if you have any complaints about the previous service to fix immediately.

We accept PayPal(adds a \$5 fee), Venmo, cashapp, or check.
Please put invoice number in description.
Venmo: @CadetsCut or 612-900-2466
Cashapp: \$MichaelFafinski

For Snow Plowing:
Invoice will be late after 30 days with a \$5 fee.
You will not receive snow removal if payment for last service hasn't been paid.

For Mowing:
You can let the entire month to stack up and pay at once, or pay each week.
~~\$5 fee after 30 days~~

PAYMENT STUB

Christine Carragee

549 Dayton Avenue
Saint Paul MN 55102

Cadet's Cut

1984 Marshall Ave
Saint Paul MN 55104
612-900-2466
cadetscut@gmail.com

Customer	Christine Carragee
Customer #	528
Invoice #	2595
Invoice Date / Due Date	Jun 27, 2023 / Jul 29, 2023
Outstanding Balance	0.00
This Invoice	0.00
Amount Paid	56.90

3 Shipments

Refund issued

A refund will appear on your original payment method in 2-4 business days. When will I get my refund? 

Refund for this return  **\$51.41**



Abatron WoodEpoxy Kit - 12 oz - 2-Part Structural Epoxy Adhesive Filler - Wood Filler Putty

Sold by: [Hearthshire](#)

\$29.66

Condition: New

 Buy it again

Leave seller feedback

Archive order



SECRUI Wireless Doorbell, Easy installation, Waterproof, Adjustable Volume, 58 Chimes, Colorful LED, 1000Ft Range, M520+F55, Black

Sold by: [SECRUI](#) | [Product question? Ask Seller](#)

\$17.99

Condition: New

 Buy it again

Delivered Jun 2, 2023

Your package was left near the front door or porch.



Gardzen 3-Pack 72 Gallons Garden Bag - Reuseable Heavy Duty Gardening Bags, Lawn Pool Garden Leaf Waste Bag

Sold by: [Gardzen](#)

Return window closed on Jul 2, 2023

\$21.99

Condition: New

 Buy it again

Track package

Get product support

Leave seller feedback

Write a product review

Archive order

- CC** **You paid Dumont Doumbe** - \$20.00
Apr 11 
549 Dayton Side Door Knob Repair
 
- CC** **You paid Dumont Doumbe** - \$70.00
Feb 14 
549 floor 2/3 Leak Inspection
 
- CC** **You paid Dumont Doumbe** - \$35.00
Dec 18, 2022 
1597 Juno Change Lock And Smoke Alarm Batteries
 1  1
- CC** **You paid Dumont Doumbe** - \$265.00
Nov 7, 2022 
\$55 parts + 6 hours for Oven and fridge at Dayton
 



You paid Dumont Doumbe

- \$350.00

Dec 24, 2021 

10 hours of squirrels mitigation 2110-2112 Hartford ave



You paid Dumont Doumbe

- \$50.00

Dec 24, 2021 

549 Dayton - hang motion lights for garage 1.5 hours?



You paid Dumont Doumbe

- \$330.00

Oct 14, 2021 

8 hours for repairs +hardware store trips + \$50 supplies -- let me know if this doesn't cover everything -- thanks!



Dynamic Fire Protection

3509 Commerce Blvd
White Bear Lake, MN 55110 US
+1 6513578681
brian.hoffman@dynamicfireprotection.net



INVOICE

BILL TO
549 Dayton Avenue Duplex
549 Dayton Ave
St Paul, MN 55102

SHIP TO
549 Dayton Avenue Duplex
549 Dayton Ave
St Paul, MN 55102

INVOICE 3766
DATE 05/31/2023
TERMS Net 30
DUE DATE 06/30/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/25/2023	Annual Fire Extinguisher Inspection	2023 Annual Fire Extinguisher Inspection	1	0.00	0.00
05/25/2023	Trip Charge		1	60.00	60.00
05/25/2023	2.5# ABC Fire Extinguisher	Discount (2022 Model)	2	42.50	85.00
05/25/2023	5# ABC Fire Extinguisher		3	68.00	204.00

PAYMENT 349.00

BALANCE DUE **\$0.00**

PAID

PROPOSAL

General Contractor
Masonry Repair Specialist
Tuckpointing
Brick & Stonework
Chimney Repair

CAVANAUGH MASONRY, INC.
RESTORATION & REPAIR

1772 Humboldt Avenue
W. St. Paul, MN 55118

Serving the area since 1979

Phone: 651-453-1781

Date: 10/12/21

To: Christine Carragee
549 Dayton Ave.
St. Paul, MN 55102
Phone: 610-955-7334

Work to be performed at: _____
same

I hereby propose to furnish all material and perform all labor necessary for the completion of
1. Contract on a time and materials basis for masonry
repair including:

- Tuck point all deteriorated mortar joints Includes
porch areas.
- Fill all holes and voids.
- Reset loose stone.
- Excavate 6" inches along east and west walls to
allow repairs.
- Hourly rate is \$67⁰⁰ per man hour. Estimate - 85-100
hours.
- Materials and disposal - \$350⁰⁰

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$ _____ with payments to be made as follows \$ 2,000⁰⁰ deposit,
balance on completion

This proposal may be withdrawn if not accepted within X days.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents, or delays beyond my control.

Respectfully submitted,

Scott Cavanaugh 10/12/21
Signature Date

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Signature

Date

Order Details

Ordered on October 9, 2020 | Order# 112-7932531-6864230

[View or Print invoice](#)

Shipping Address Christine Carrage 549 DAYTON AVE SAINT PAUL, MN 55102-1709 United States	Payment Method  **** 9652	Order Summary Item(s) Subtotal: \$36.40 Shipping & Handling: \$0.00 Total before tax: \$36.40 Estimated tax to be collected: \$2.87 Grand Total: \$39.27 See tax and seller information
▼ Transactions		



Stanley Garage Door Opener DC5202 Compatible Wireless Keyless Entry

Sold by: [Moving Up Garage Door Company](#) | [Product question? Ask Seller](#)

Return window closed on Nov 14, 2020

\$36.40

Condition: New

 Buy it again

[Problem with order](#)

[Write a product review](#)

[Archive order](#)

Transaction details

August 16, 2022 at 9:35:04 AM PDT | Transaction ID: 47F503519K8520201

Invoice Sent

Gross amount

Payment Status: Completed

-\$128.75 USD

Shipping address

JMC Properties LLC
2265 Harvard st
Palo Alto, CA 94306
UNITED STATES
Confirmed



Tracking Information

Add the tracking info for your physical packages to keep things organized and help you benefit from seller protection. It is a win-win.

Order details	Quantity	Price	Subtotal
repair garage door	1	\$125.00 USD	\$125.00 USD
card fee	1	\$3.75 USD	\$3.75 USD
		Purchase Total	\$128.75 USD

Your Payment

Purchase Total	-\$128.75 USD
Gross Amount	-\$128.75 USD
PayPal Fee	\$0.00 USD
Net Amount	-\$128.75 USD

Invoice ID INV2-27JW-3G82-Q98W-DY9P

Reason **Invoice**

Contact info DT Property Management Inc
The receiver of this payment is **Verified**
donellfrank@gmail.com

Payment Sent to dtpropertyinc@gmail.com

Funding details Funding Type: Bank Account
Funding Source: -\$128.75 USD - WINGS FINANCIAL CREDIT UNION ending in x-8232

Need help?

Go to the Resolution Center for help with this transaction, to settle a dispute or to open a claim.

A-1 LOCK SERVICE BY KEE WEE, LLC

191 No. Snelling Avenue
 St. Paul, MN 55104
 651-645-2244

Invoice

Date	Invoice #
11/23/2021	6601

Bill To
JMC Properties

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	LABOR - Pick open garage lock	5.00	5.00
1	RE-KEY LOCK CYLINDER	15.00	15.00
1	TRIP CHARGE	70.00	70.00
	Sales Tax	7.875%	0.00
549 Dayton Ave St Paul, MN 55102		Total	\$90.00

Order Details

Ordered on November 16, 2021 | Order# 111-0732377-6883462

[View or Print invoice](#)

Shipping Address

Erika ronnow
549 DAYTON AVE
SAINT PAUL, MN 55102-1709
United States

Payment Method

Debit **** 9588

Order Summary

Item(s) Subtotal:	\$37.99
Shipping & Handling:	\$0.00
Total before tax:	\$37.99
Estimated tax to be collected:	\$2.99
Grand Total:	\$40.98



Aootek solar lights 120 Leds with lights reflector,270 degree Wide Angle, IP65 Waterproof, Security Lights for Front Door, Yard, Garage, Deck(4pack)

Sold by: JMR_Trading

Serial Numbers:

AZ:8BC6IMKGQBE4ZDP9YBRX14657A

Return window closed on Dec 18, 2021

\$37.99

Condition: New



Buy it again

[Get product support](#)

[Write a product review](#)

[Archive order](#)

Order Details

Ordered on November 16, 2021 | Order# 111-0732377-6883462

[View or Print invoice](#)

Shipping Address

Erika ronnow
549 DAYTON AVE
SAINT PAUL, MN 55102-1709
United States

Payment Method

Debit **** 9588

Order Summary

Item(s) Subtotal:	\$37.99
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Total before tax:	\$37.99
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Aootek solar lights 120 Leds with lights reflector,270 degree Wide Angle, IP65 Waterproof, Security Lights for Front Door, Yard, Garage, Deck(4pack)

Sold by: JMR_Trading

Serial Numbers:

AZ:8BC6IMKGQBE4ZDP9YBRX14657A

Return window closed on Dec 18, 2021

~~\$37.99~~

Condition: New



Buy it again

[Get product support](#)

[Write a product review](#)

[Archive order](#)

ORDER PLACED
August 31, 2020

TOTAL
\$109.03

SHIP TO
Christine Carrage ▾

ORDER # 112-6330678-3532253
[View order details](#) [View invoice](#)



GANCHUN Hand Weeder Tool,Garden Weeding Tools with Ergonomic Handle,Garden Lawn Farmland Transplant Gardening Bonsai Tools
Return window closed on Oct 4, 2020



Buy it again

[View your item](#)

[Write a product review](#)



Gardzen 3-Pack 72 Gallons Garden Bag - Reuseable Heavy Duty Gardening Bags, Lawn Pool Garden Leaf Waste Bag
Return and product support eligibility ▾



Buy it again

[View your item](#)



Grampa's Weeder - The Original Stand Up Weed Puller Tool with Long Handle - Made with Real Bamboo & 4-Claw Steel Head Design - Easily Remove Weeds While Saving Your Knees & Back
Return window closed on Oct 4, 2020



Buy it again

[View your item](#)

[Write a product review](#)



GREBSTK Weed Snatcher Crevice Weeding Tool Crack Weeder Beech Handle Stainless Steel Lawn Yard Gardening Tool
Return window closed on Oct 4, 2020



[View your item](#)

[Write a product review](#)



Allsop Home & Garden 31586 Clean-Up Canvas Super Duty Tarp with Interlocking Handles of 300 lb Capacity for Garden and Yard Waste
Return and product support eligibility ▾



Buy it again

[View your item](#)

Order Details

Ordered on October 25, 2021 | Order# 112-8429519-4929830

[View or Print invoice](#)

Shipping Address Erika ronnow 549 DAYTON AVE SAINT PAUL, MN 55102-1709 United States	Payment Method Debit **** 9588	Order Summary Item(s) Subtotal: \$21.99 Shipping & Handling: \$0.00 Total before tax: \$21.99 Estimated tax to be collected: \$1.73 Grand Total: \$23.72
---	--	---



Gardzen 3-Pack 72 Gallons Garden Bag - Reuseable Heavy Duty Gardening Bags, Lawn Pool Garden Leaf Waste Bag

Sold by: Gardzen
Return window closed on Nov 25, 2021
\$21.99

Condition: New

 Buy it again

[Get product support](#)

[Write a product review](#)

[Archive order](#)



Invoice - Original

Roofing Division • Storm Restoration Division • Solar Division • Chimney Division • Sheet Metal Division • Roof Maintenance Division

A fully licensed and insured organization providing excellence and peace of mind since 1932.

Sold To:

**Cristine Carragee
2265 Harvard Street
Palo Alto, MN 94306**

October 31, 2022**Invoice: 58261****Terms: Due upon receipt**

Job Address:
549 Dayton Avenue
St. Paul, MN

Revised Invoice 11/8/22

Removed the three existing skylights and installed new curb mounted dome skylights.

\$2,145.00

Thank you. . .

Let us know what you think of our service. Please review us at: <http://www.garlock-french.com/reviews/>
Credit card payments will incur a 2% convenience charge.

INTEREST WILL BE CHARGED ON PAST DUE ACCOUNTS

2301 East 25th Street • Minneapolis, MN 55406-1220 • Phone 612-722-7129 Fax 612-722-9754 • Garlock-French.com

MN License #BC001423



Boehm Heating Company

1598 Selby Ave
St Paul MN 55104

Telephone: 651.644.1410 Fax: 651.646.4532
E-Mail: office@boehmheatingco.com

Invoice

Date	Invoice #
1/11/2023	15854

Family Owned and Operated Since 1945

	Installation/Work Address
Christine Carragee 549 Dayton Ave St Paul MN 55102	Christine Carragee 549 Dayton Ave St Paul, MN 55102

P.O. Number	Terms	Rep
162762	Due on receipt	MS

Quantity	Description	Rate	Amount
	1/9/23 No heat - radiator Bled, 16psi. Gave ideas on how to move the hot water to that radiator. Serviced boiler - cleaned burners, pilot and scale. Checked draft.	159.00	159.00
	drained expansion tank	30.00	30.00

<p>YOUR PROMPT PAYMENT IS APPRECIATED</p> <p>PLEASE PUT INSTALLATION/WORK ADDRESS AND INVOICE NUMBER ON YOUR CHECK</p> <p>THANK YOU FOR YOUR BUSINESS</p>	Please include work/installation address with your payment.	Total	\$189.00
		Payments/Credits	\$0.00
		Balance Due	\$189.00



BOEHM HEATING CO.

TERMS: PAYMENT DUE IN FULL UPON RECEIPT. A FINANCE CHARGE, APPLICABLE TO ALL PAST DUE ACCOUNTS, IS COMPUTED AT A PERIODIC RATE OF 1-1/2% PER MONTH (MINIMUM CHARGE .50) ON THE "ADJUSTED BALANCE" OF YOUR ACCOUNT. (ANNUAL PERCENTAGE RATE 18%). THE "ADJUSTED BALANCE" IS DETERMINED BY TAKING THE PREVIOUS BALANCE AND SUBTRACTING ANY UNPAID FINANCE CHARGES AND ANY PAYMENTS AND CREDITS RECEIVED DURING THE PRESENT BILLING CYCLE.

McDonough's

Sewer Service, Inc.

5865 Neal Ave N #382 Stillwater MN 55082

Ph: 651-436-3370 Fax: 651-436-1548

Invoice

Date Invoice #

4/21/2021 195660

"Visit us on WWW.UNCLOGDRAINS.COM to learn about all our services."

TERMS: DUE ON RECEIPT

BILL TO:

SERVICE ADDRESS:

CHRISTINE CARRAGEE
549 DAYTON AVE
ST. PAUL, MN 55102

CHRISTINE CARRAGEE
549 DAYTON AVE
ST. PAUL, MN 55102

REMIT PAYMENTS TO:

**McDonough's Sewer Services, Inc. 5865 Neal Ave N #382
Stillwater MN 55082**

P.O. NO.

Services

AUGER BRANCH
- WORK ORDER 289477

WORK DESCRIPTION:

- AUGER MAIN - 549 DAYTON AVE, ST. PAUL - AFTER NOON WEDNESDAY
130 YEAR OLD HOUSE THEY PURCHASED IN AUGUST. THEY HAD SOME WORK DONE IN AUGUST AND NOW THE
FLOOR DRAIN IN BASEMENT IS SLOW/BACKING UP. THEY ARE WONDERING IF THERE IS CONSTRUCTION
DEBRIS BLOCKING IT

CALL CHRISTINE EN ROUTE 610-955-7334

HOURS: 1:15 CC IS ON FILE

ARRIVED ON SITE AND FLOOR DRAIN IN BASEMENT WAS CLOGGED WITH DEBRIS. VACUUMED DEBRIS THEN
OPTICALED AND IT GOES 2FT THEN ITS THE MAIN. AUGERED TO REMOVE SOME SCALE. FLUSH TESTED AND
RETURNED TO PROPER WORKING ORDER. JOB COMPLETE. MZ

KYLE M

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed and may contain confidential and privileged information protected by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of the e-mail is strictly prohibited. Please notify the sender immediately by return e-mail and delete all copies from your system.

Subtotal	\$181.25
Payments/Credits	\$0.00
Sales Tax (7.625%)	\$0.00
Balance Due	\$181.25

- CC** You paid **Dumont Doumbe** - \$350.00
Dec 24, 2021 
10 hours of squirrels mitigation 2110-2112 Hartford ave
 
- CC** You paid **Dumont Doumbe** - \$50.00
Dec 24, 2021 
549 Dayton - hang motion lights for garage 1.5 hours?
 
- CC** You paid **Mark Wright** - \$275.00
Dec 23, 2021 
Vanity replacement & plumbing supplies 549 #1 Dayton ave
 



McQuillan Bros Plumbing Heating and AC
 1711 Hwy 36 East
 Maplewood, MN 55109

BILL TO

Christine Carragee
 549 Dayton Avenue
 Saint Paul, MN 55102 USA

ESTIMATE 103641456	ESTIMATE DATE Feb 03, 2023
------------------------------	--------------------------------------

JOB ADDRESS

Christine Carragee
 549 Dayton Avenue
 Saint Paul, MN 55102 USA

Project: 103539307

ESTIMATE DETAILS

Platinum: Install 2 95% high efficiency boilers one for each floor
 Add gas piping and electrical for second boiler
 Xcel energy rebate of \$400 per unit
 Includes new thermostats for each unit and air elimination expansion tanks
 Furnox treatment for each unit to remove grime and buildup throughout the system in the pipes and radiators

Financing available up to 36 months same as cash or 5% Cash discount

TASK	DESCRIPTION	QTY	PRICE	TOTAL
MCQNHB003	<p>Silver Navien NHB 110 BTU: Silver High Efficient Boiler Package This bid is to replace the existing boiler with a 95% high efficient Navien NHB Wall Mount boiler. Below is a breakdown of items included:</p> <p>Navien NHB</p> <ul style="list-style-type: none"> • 95% efficiency • Wall Hung Condensing Boiler • 15:1 turn down ratio for more efficiency • Dual Stainless Steel Heat Exchanger <p>Boiler Accessories Included</p> <ul style="list-style-type: none"> • 3 speed Pump • Amtrol EXTROL Expansion Tank • Spiro vent Air Elimination Fitting 	2.00	\$15,488.00	\$30,976.00

ON THE JOB:

- We will remove the old boiler and dispose of it properly.
- We will install the new boiler.
- We will install supply and return piping near boiler
- We will run the necessary exhaust and intake piping needed for the new high efficient boiler.
- We will cap the openings to the chimney from the old equipment.
- We will provide the gas hook up to boiler only

This bid includes all permits, taxes and fees associated with this job.

15 Yr Limited Heat Exchanger Warranty

10 Yr Limited Parts Warranty

1 Yr McQuillan Labor Warranty

PRICING GOOD FOR 30 DAYS

T650069	Fernox System Cleaner & Protector: Fernox F3 System Cleaner along with F1 This is to install a system cleaner to remove all old black grim in boiler this is to be installed and ran through system then returned to flush the boiler out after 24hrs We will then install F1 to protect the system for years to come MPT:180.000000	2.00	\$1,648.90	\$3,297.80
APP-150 (1)	New Equipment Circuit Level 1 up to 30ft: Hardwire any 120v appliance or equipment to existing circuit. Level 1 easy access	1.00	\$1,152.35	\$1,152.35
GPRR-130 -1	Install Gas Line up to 10': Install gas line, properly secure, and test the system for leaks.	1.00	\$1,427.46	\$1,427.46
MQC5584 (6)	Boiler removal Level 3: This is to remove boiler with scrapbusters Over 201K BTU's	1.00	\$4,118.40	\$4,118.40

SUB-TOTAL \$40,972.01

TOTAL \$40,972.01

Terms: 50% down, remainder upon completion

Notice of right to cancel: You, the BUYER, may cancel this transaction any time prior to midnight of the third business day after the day of this transaction.

*If this installation is scheduled to be complete within this 72 hour window, the previous statement does not apply and any cancellation will result in a %30 restocking fee.

Order Details

Ordered on June 1, 2021 | Order# 112-7248382-3281854

[View or Print invoice](#)

Shipping Address	Payment Method	Order Summary
Christine Carrage 549 DAYTON AVE SAINT PAUL, MN 55102-1709 United States	VISA **** 9652	Item(s) Subtotal: \$124.99 Shipping & Handling: \$0.00 Total before tax: \$124.99 Estimated tax to be collected: \$9.84 Grand Total: \$134.83

▼ Transactions



Toshiba EM131A5C-SS Microwave Oven with Smart Sensor, Easy Clean Interior, ECO Mode and Sound On/Off, 1.2 Cu. ft, Stainless Steel

Sold by: Amazon.com Services LLC

[Return and product support eligibility](#) ▼

~~\$124.99~~

Condition: New

[Buy it again](#)

[Write a product review](#)

[Archive order](#)

CC You paid Michael Karnis - \$700.00
Jun 5 
Prepayment For 549 Painting (Exterior Repairs, 2nd Floor Ceiling, Porches)
 

CC You paid Michael Karnis - \$70.00
Apr 2 
549 Dayton Shoveling 4.2.23
 

CC You paid Michael Karnis - \$35.00
Mar 14 
Fence Repair Hartford Ave
 

CC You paid Michael Karnis - \$20.00
Mar 12 
Install Showerhead 549 Dayton #1
 

- CC **You paid Michael Karnis** - \$70.00

Mar 12 

549 Dayton Shoveling 03.12.23

- CC **You paid Michael Karnis** - \$70.00

Mar 10 

Shoveling 549 Dayton 3.10.23

- CC **You paid Michael Karnis** - \$70.00

Mar 6 

549 Dayton Shoveling 03.06.23

- CC **You paid Michael Karnis** - \$70.00

Feb 23 

549 Dayton Shoveling 2.23.23

- CC You paid Michael Karnis - \$70.00
Feb 22 
549 Dayton Snow Shoveling 2.22.23
 
- CC You paid Michael Karnis - \$20.00
Jan 27 
1597 Juno shoveling 01.27.23
 
- CC You paid Michael Karnis - \$70.00
Jan 27 
549 Dayton shoveling 1.27.23
 
- CC You paid Michael Karnis - \$70.00
Jan 19 
549 Dayton Shoveling 1/19/23
 

- CC **You paid Michael Karnis** - \$700.00
Jan 13 
Painting 549 Dayton 3rd Floor And Second Floor Ceiling
 

- CC **You paid Michael Karnis** - \$70.00
Jan 5 
549 Dayton Shoveling 1.5.23
 

- CC **You paid Michael Karnis** - \$70.00
Jan 4 
549 Dayton Snow Removal 1.4.23
 

- CC **You paid Michael Karnis** - \$70.00
Jan 3 
549 Dayton Shoveling 1/3/22
 

- CC** **You paid Michael Karnis** - \$70.00
Dec 23, 2022 👤
549 Dayton Snow Removal 12.23.22
❤️ 💬

- CC** **You paid Michael Karnis** - \$70.00
Dec 21, 2022 👤
549 Dayton Snow Removal 12.21.22
❤️ 💬

- CC** **You paid Michael Karnis** - \$70.00
Dec 16, 2022 👤
Shoveling 549 Dayton 12.16.22
❤️ 💬

- CC** **You paid Michael Karnis** - \$15.00
Dec 16, 2022 👤
Hartford & Juno Snow Check-in 12.16.22
❤️ 💬

- CC** **You paid Michael Karnis** - \$15.00
Dec 16, 2022 
Hartford & Juno Snow Check-in 12.16.22
 
- CC** **You paid Michael Karnis** - \$70.00
Dec 15, 2022 
Dayton Ave Snow Removal 12.15.22
 
- CC** **You paid Michael Karnis** - \$70.00
Nov 29, 2022 
Dayton snow removal 11/29/22
 

Order Details

Ordered on October 10, 2021 | Order# 112-8230627-6969050

[View or Print invoice](#)

Shipping Address	Payment Method	Order Summary
Erika ronnow 549 DAYTON AVE SAINT PAUL, MN 55102-1709 United States	Debit **** 9588	Item(s) Subtotal: \$45.97 Shipping & Handling: \$0.00 Total before tax: \$45.97 Estimated tax to be collected: \$3.62 Grand Total: \$49.59

2 Shipments



\$averPak 4 Pack - Includes 4 JT Eaton Jawz Mouse Traps for use with Solid or Liquid Baits

Sold by: ThndrMntn | [Product question? Ask Seller](#)
Return window closed on Nov 12, 2021

\$15.98

Condition: New

Buy it again

[Write a product review](#)

[Archive order](#)



USKICH 20 Pack Mouse Trap Mice Trap That Work Human Power Mouse Killer Mouse Catcher Quick Effective Mouse Trap Mice Trap That Work Human Power Mouse Killer Mouse Catcher Quick Effective

Sold by: US.K.M
Return window closed on Nov 11, 2021

\$29.99

Condition: New

Buy it again

[Write a product review](#)

[Archive order](#)

Order Details

Ordered on October 25, 2021 | Order# 112-0080769-6640262

[View or Print invoice](#)

Shipping Address

Erika ronnow
549 DAYTON AVE
SAINT PAUL, MN 55102-1709
United States

Payment Method

Debit **** 9588

Order Summary

Item(s) Subtotal:	\$25.49
Shipping & Handling:	\$0.00
Total before tax:	\$25.49
Estimated tax to be collected:	\$2.01
Grand Total:	\$27.50



USKICH 20 Pack Mouse Trap Mice Trap That Work Human Power Mouse Killer
Mouse Catcher Quick Effective Mouse Trap Mice Trap That Work Human Power
Mouse Killer Mouse Catcher Quick Effective

Sold by: US.K M
Return window closed on Nov 26, 2021
\$25.49

Condition: New

Buy it again

[Write a product review](#)

[Archive order](#)



Colin Hamilton

@Colin-Hamilton-18 • 0 friends

Pay or Request

Add friend

All stories

Between you

CC

You paid Colin Hamilton

- \$77.00

Dec 30, 2022

549 Dayton Plowing '22-23



North Side Electric
 northsideelectric@yahoo.com
 License ea686611
 10831 Major Ave N
 Brooklyn Park Mn 55443
 Cell 651 202 6556
 Phone 612 521 8815



Starmax Management Company
 549 Dayton ave
 St Paul Mn
 6177333668

ESTIMATE

Estimate # 0000439
 Estimate Date 06/29/2022

Item	Description	Unit Price	Quantity	Amount
Service	1. Install 2 new 100 meter main Disconnect with 2 -100amp Disconnect emergency shut off breakers for each unit. Also install 2 service risers to connect to xcel to be relocated in different area because the new cabinet is larger than the small old one. Also redo electrical conduits feeding the panels in basement that is illegal to enter the building thru a window seal. 2. Install new primary grounding electrode to water meter and to new cabinet and bond with all electrical panels and equipment. 3. Separate out grounds from neutrals in all 3 panels and bond each panel together.	7500.25	1.00	7,500.25
Service	4. Electrical permit	275.50	1.00	275.50
<p>NOTES: Please note all electrical service equipment has a 10 year wear and tear warranty attached to it. Thanks North Side Electric</p>				
				Subtotal 7,775.75
				Total 7,775.75
				Amount Paid 0.00
				Estimate \$7,775.75

15

Shipping Address	Payment Method	Order Summary
Christine Carrage 549 DAYTON AVE SAINT PAUL, MN 55102-1709 United States	Debit **** 9390	Item(s) Subtotal: \$176.88 Shipping & Handling: \$0.00 Total before tax: \$176.88 Estimated tax to be collected: \$13.93 Grand Total: \$190.81

2 Shipments



Kingston Brass GKB248 Magellan Tub and Shower Faucet with Two Handles, Brushed Nickel
Sold by: Amazon.com Services LLC
Return window closed on Oct 7, 2020
~~\$107.88~~
Condition: New
[Buy it again](#)

[Get product support](#)
[Write a product review](#)
[Archive order](#)



Delta Faucet Foundations Single-Handle Kitchen Sink Faucet, Chrome B4410LF, 9.50 x 12.00 x 9.50 inches
Sold by: Amazon.com Services LLC
Return window closed on Oct 7, 2020
~~\$69.00~~
Condition: New
[Buy it again](#)

[Get product support](#)
[Write a product review](#)
[Archive order](#)



First Half Due 05-15-2023		Second Half Due 10-16-2023	
Amount Due	\$0.00	Amount Due	\$5,637.00
Penalty & Fees Due	\$0.00	Penalty & Fees Due	\$0.00
(thru current month)		(thru current month)	
Balance Due	\$0.00	Balance Due	\$5,637.00
Total Due \$5,637.00			

Tax Summary

For payment history, please see [Tax Transaction History](#)

Columns

	2023 Payable	2022 Payable	2021 Payable	2020 Payable	2019 Payable
Estimated Market Value	\$577,800	\$543,100	\$521,400	\$513,000	\$433,500
Taxable Market Value	\$577,800	\$543,100	\$521,400	\$513,000	\$433,500
Net Tax Amount	\$10,838.08	\$10,587.36	\$9,803.28	\$10,416.40	\$8,884.40
+ Special Assessments	\$435.92	\$176.64	\$174.72	\$165.60	\$165.60
= Total Taxes	\$11,274.00	\$10,764.00	\$9,978.00	\$10,582.00	\$9,050.00
+ Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Amount Paid	\$5,637.00	\$10,764.00	\$9,978.00	\$10,582.00	\$9,050.00
= Outstanding Balance	\$5,637.00	\$0.00	\$0.00	\$0.00	\$0.00

Special Assessments

CAVANAUGH MASONRY, INC.

RESTORATION & REPAIR

1772 Humboldt Avenue
W. St. Paul, MN 55118

SCOTT CAVANAUGH
651-453-1781

Date 12-2-21

To: Christine Carragee

Job: 549 Dayton
2110-12 Hartford

Description	Amount
1. Contract for masonry repairs including:	
Spot tuck pointing.	
Sealing of all holes and voids.	
Construction of porch perimeter wall.	

Total Due \$ 2,700⁰⁰

Balance Due Upon Completion



Landlord Worksheet **Rent Increase using Fair Return Standard:** **Maintenance of Net Operating Income (MNOI)**

Amortized Costs of Capital Improvements included in Operating Expenses

Introductory Information

A landlord is entitled to a Fair Return on rental property. Pursuant to the Rent Stabilization Ordinance, the City has adopted fair return regulations (posted on the website).

1. Presumption of Base Year Net Operating Income

It shall be presumed that the net operating income received by the landlord in the Base Year provided a Fair Return. This presumption may be rebutted, in which case an adjusted Base Year Net Operating Income shall be used.

2. Fair Return

A landlord has the right to obtain a net operating income equal to the Base Year (2019) net operating income adjusted by 100% of the percentage increase in the Consumer Price Index (CPI), since the Base Year. It shall be presumed this standard provides a Fair Return.

3. Base Year

(a) Calendar year 2019 is the Base Year.

(b) In the event that a prior determination of the allowable Rent is made pursuant to a Fair Return petition, if a subsequent petition is filed, the Base Year shall be the year that was considered as the "current year" in the prior petition.

(c) Unless otherwise exempted from the limitation on rent increases by local, state or federal laws or regulations, if a Rental Unit enters the marketplace for the first time after 2019, the Base Year shall be the year the Unit entered the marketplace.

4. Current Year

The "current year" shall be the calendar year preceding the application.

5. CPI (Consumer Price Index)

The annual CPI for the current year for All Urban Consumers for the Minneapolis-St. Paul-Bloomington area (All Items) provided by the U.S. Bureau of Labor Statistics [[Bureau of Labor Statistics Data \(bls.gov\)](https://www.bls.gov)].

I. General Information About the Property

- 1. Street Address: _____
- 2. Parcel Numbers(s): _____
- 3. Year Property Purchased by Current Owner: _____
- 4. Total Number of Units on the Property: _____
- 5. Total Number of Units Affected by Proposed Rent Increase: _____
- 6. Are there Rental Units that are Partially or Fully Exempt? Number of Exempt Rental Units and Basis for Exemption: _____

II. Landlord Information

- 7. Name: _____
- 8. Phone(s): (_____) _____
- 9. Business Address: _____
- 10. City, State, Zip: _____
- 11. Business E-mail: _____

III. Agent Information (if applicable)

- 12. Name: _____
- 13. Phone(s): (_____) _____
- 14. Business Address: _____
- 15. City, State, Zip: _____
- 16. Business E-mail: _____

IV. Services

17. Please Check The Applicable Boxes
(Identify the manner in which each service is paid)

Type of Service	Paid by Landlord, but not passed through to Tenants	Tenants pay service directly	Landlord pays service and passes cost through to Tenants
Gas			
Electricity			
Water			
Sewer			
Garbage			
Other:			

V. Changes to Services

18. Briefly describe the services provided to the rental units. Include all services provided and state which services are provided without additional charge:

19. If there have been any changes to the services listed above or in the responsibility for their payment since the base year, please explain:

20. Calculation of Net Operating Income

VI. Income and Expense Explanation and Calculations

Net operating income shall be calculated by subtracting operating expenses from gross rental income.

A. Gross Rental Income

Gross rental income shall include:

Scheduled rental income at one hundred percent (100%) occupancy plus all other income or consideration received or in connection with the use or occupancy of the Rental Unit.

If there is a change in the number of rental units between the Base Year & Current Year, the rental income and expenses for the same number of units shall be used in calculating the net operating income for both periods. The purpose of this provision is to provide a fair compensation between the Base Year and the Current Year.

Vacant or owner-occupied rental units at the time a petition is filed, that provided rental income in the Base Year, shall count toward the calculation of gross rental income in the Current Year. The Rent Program shall attribute rental income calculated on the basis of average rents for comparable units at the property that were most recently rented. If no comparable units on the property were rented within the last two years, initial rents for comparable units in the City may be used if there is no other basis for its calculation.

B. Gross Rental Income Shall Not Include:

- (1) Utility charges that are sub-metered, for gas, electricity or water paid directly by the tenant;
- (2) Charges for refuse disposal, sewer service or other services (which are either provided solely on a cost pass-through basis if they are regulated by state or local law)

C. Claim for Base Rent Adjustment

A claim may be made for a Base Year Rent Adjustment if the Base Year Rent and/or earlier rent amounts were disproportionately low. A Base Year Rent Adjustment will be considered if the evidence supporting a requested adjustment is provided and sufficiently compelling enough. The Rent Program may allow Landlord to submit an independent comparable rent appraisal at the expense of the Petitioner to assist in the review of a Base Year Rent Adjustment Claim.

Landlords may rebut the presumption that the Base Year net operating income provided a fair return. If a claim is made on this basis, the petitioner must complete the corresponding pages 19-22 at the end of this Attachment.

- Check here if a claim for a Base Year Rent Adjustment is included in this Attachment and complete pages 19-22 of this Attachment.**

VII. Operating Expenses

Operating expenses include: Reasonable costs of operation and maintenance of the Rental Unit, including:

1. Management Expenses;
2. Utility Costs except a utility that are paid directly by the tenant(s);
3. Real Property Taxes Assessed and Paid;
4. Insurance;
5. License, Registration and other Public Fees;
6. Landlord-performed Labor;
7. Legal Expenses;
8. The Amortized Costs of Capital Improvements; and
9. Other Reasonable Operating Expenses.

Operating expenses shall not include the following:

1. Mortgage principal or interest payments or other debt service costs and costs associated with obtaining financing;
2. Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law;
3. Land lease expenses;
4. Political contributions and payments to organizations or individuals which are substantially devoted to legislative lobbying purposes;
5. Depreciation;
6. Any expenses for which the Landlord has been reimbursed by any utility rebate or discount, Security Deposit, insurance settlement, judgment for damages, settlement or any other method or device;
7. Unreasonable increases in expenses since the Base Year;
8. Expenses associated with the provision of master-metered gas and electricity services;
9. Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements. (For example if a roof replacement is unreasonably delayed, the full cost of the roof replacement would be allowed; however, if interior water damage occurred as a result of the unreasonable delay, that expense would not be allowable to support a fair return); and
10. Unreasonable Expenses.

VIII. Income and Operating Expense Worksheet

Annual Total		
(Insert Base and Current Years)	Base Year (2019)**	Current Year (2022)
Rental Income	\$	\$
1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.	\$	\$
2. Portion Attributable to Vacancy	\$	\$
Fees (indicate what fee is for):		
3. Late fees	\$	\$
4. List fees, other than utilities, collected for services & amenities not included in rent	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
Other Income (list separately by type)*:		
8.	\$	\$
9.	\$	\$
10.	\$	\$
Fees for Utilities		
11. Gas	\$	\$
12. Electricity	\$	\$
13. Water	\$	\$
14. Sewer	\$	\$
15. Garbage & Recycling	\$	\$
Other (list separately by type)		
16.	\$	\$
17.	\$	\$
18. Total Income	\$	\$
(add only lines 1 and 3-17)		
*Interest earned by Landlord on Tenant security deposits, other interest or investment income.	**(or an alternative year in the event of extenuating circumstances)	

IX. Operating Expenses Worksheet <u>(Insert Base and Current Years)</u>	Annual Total	
	Base Year (2019)	Current Year (2022)
1. Assessments	\$	\$
2. Real Property Taxes	\$	\$
3. License Tax/Fee	\$	\$
4. Rent Board Registration Fees	\$	\$
5. Insurance	\$	\$
6. Accounting	\$	\$
7. Legal (explain types of legal expenses)	\$	\$
8. Manager /Management Services	\$	\$
9. Security	\$	\$
10. Office Supplies	\$	\$
12. Normal Repairs	\$	\$
13. Owner-Performed Labor	\$	\$
14. Plumbing Maintenance	\$	\$
15. Pool Maintenance	\$	\$
16. Landscape Maintenance	\$	\$
17. Other Maintenance	\$	\$
18. Parking Lot/Street Maintenance	\$	\$
19. Gas (separately metered only)	\$	\$
20. Electricity (separately metered only)	\$	\$
21. Water	\$	\$
22. Sewer	\$	\$
23. Garbage & Recycling	\$	\$
24. Amortized portion of Capital Expense [from page _____; column (i)]	\$	\$
Other (list separately by type):	\$	\$
25.	\$	\$
26.	\$	\$
Additional operating expense items can be listed for this worksheet using separate page(s) as needed.		
27. TOTAL OPERATING EXPENSES	\$	\$

X. Allowances for Capital Improvements

The Amortized Costs of Capital Improvements. Operating expenses include the amortized costs of capital improvements plus an interest allowance to cover the amortization of those costs. A capital improvement shall be any improvement to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of \$250.00 or more per unit. Allowances for capital improvements shall be subject to the following conditions:

1. The amortization period shall be in conformance with the schedule adopted by the the City, as provided on pages 9-10, unless it is determined that an alternate period is justified based on the evidence presented in an appeals hearing.
2. Capital improvement costs do not include costs incurred to bring the Rental Unit into compliance with a provision of the Saint Paul Legislative Code or state law where the original installation of the improvement was not in compliance with code requirements.
3. At the end of the amortization period, the allowable monthly rent shall be decreased by any amount of a rent increase attributable to the capital improvement.
4. Portions of fair return rent increases that are attributable to capital improvements expire at the end of the amortization period.

Example of a Capital Improvement with Amortized Expenses and an Interest Allowance:

Owner filed a Petition on May 1, 2022 for an individual rent adjustment for a roof that was completed covering a four-rental unit building. The cost of the Capital Improvement was \$20,000 benefiting all four units in the building. The amortization period for a roof is ten (10) years according to the below tables. The applicable interest allowance based on the Primary Mortgage Survey is 3.88% + 2% for this example. The calculation of the capital improvement per month is:

Capital Improvement Cost	Interest Allowance	Period	Total Principal & Interest – Life of Improvement	Total Interest – Life of Improvement
\$20,000	5.88%	10 yrs. 120 mos.	\$26,500.52*	\$6,500.52

Annual Amortized Cost	Monthly Amortized Cost	# of Units	Monthly Cost per Unit
\$2,650.05	\$220.84	4	\$55.21

XI. Amortization Period of Capital Improvements/Expenses	
In amortizing capital improvements/expenses, the following schedule shall be used to determine the amortization period of the capital improvements and expenses. Improvements add to the health & safety of the rental unit.	Years
Appliances	
Air Conditioners*	10
Refrigerator*	5
Stove*	5
Garbage Disposal	5
Water Heater*	5
Dishwasher	5
Microwave Oven	5
Washer/Dryer	5
Fans*	5
Cabinets*	10
Carpentry	10
Counters*	10
Doors*	10
Knobs	5
Screen Doors	5
Fencing and Security*	5
Management	5
Tenant Assistance	5
Structural Repair and Retrofitting	
Foundation Repair*	10
Foundation Replacement*	20
Foundation Bolting*	20
Iron or Steel Work	20
Masonry-Chimney Repair*	20
Shear Wall Installation*	10
Electrical Wiring*	10
Elevator*	20
Fencing	
Chain	10
Block	10
Wood	10
Fire Systems	
Fire Alarm System*	10
Fire Sprinkler System*	20
Fire Escape*	10

Flooring/Floor Covering	
Hardwood	10
Tile and Linoleum	5
Carpet	5
Carpet Pad	5
Subfloor	10
Fumigation Tenting*	
Furniture	5
Automatic Garage Door Openers*	10
Gates	
Chain Link	10
Wrought Iron	10
Wood	10
Glass	
Windows*	5
Doors*	5
Mirrors	5
Heating*	
Central	10
Gas	10
Electric	10
Solar	10
Insulation	10
Landscaping	
Planting	10
Sprinklers	10
Tree Replacement	10
Lighting	
Interior*	10
Exterior*	5
Locks*	
Mailboxes*	10
Meters*	10
Plumbing	
Fixtures*	10
Pipe Replacement*	10
Re-Pipe Entire Building*	20
Shower Doors*	5

Painting	
Interior	5
Exterior	5
Paving	
Asphalt	10
Cement	10
Decking	10
Plastering	10
Sump Pumps*	10
Railings*	10
Roofing*	
Shingle/Asphalt	10
Built-up, Tar and Gravel	10
Tile	10
Gutters/Downspouts	10
Security*	
Entry Telephone Intercom	10
Gates/Doors	10
Fencing	10
Alarms	10
Sidewalks/Walkways*	10
Stairs	10
Stucco	10
Tilework	10
Wallpaper	5
Window Coverings*	
Drapes	5
Shades	5
Screens	5
Awnings	5
Blinds/Mini-blinds	5
Shutters	5

*Capital Improvements generally concern any change or addition to a unit or property which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to a new use and has a useful life of more than one year and a direct cost of \$250 or more per unit.

The * items are likely capital improvements. Other items may depend on the circumstances.

XII. Interest Allowance

If an amount was reported as an amortized portion of expenses on page 7, line 23 of the Base Year or current operating expense table above, complete this section.

An interest allowance may be calculated on the cost of amortized expenses. The interest allowance shall be the interest rate equivalent to the "average rate" for a thirty-year fixed rate on home mortgages plus two percent (2%). The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial petition.

<http://www.freddiemac.com/pmms/archive.html>

1. Completed Capital Improvement and Expense Worksheet (Base Year)

(a) Date of Improvement	(b) Description of Expense	(c) # of Units Impacted By Expense If not all units	(d) Initial Cost	(e) Interest Rate Allowed*	(f) Amortization Period (years)*	(g) Interest Amount	(h) Total Cost [Principal + Interest]	(i) Annual Cost	(j) Monthly Cost	(k) Monthly Cost Per Unit
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k).

Total for Base Year: \$ _____
[add amounts in column (d)]

2. Completed Capital Improvement and Expense Worksheet (Current Year)

(a) Date of Improvement	(b) Description of Expense	(c) # of Units Impacted By Expense If not all units	(d) Initial Cost	(e) Interest Rate Allowed*	(f) Amortization Period (years)*	(g) Interest Amount	(h) Total Cost [Principal + Interest]	(i) Annual Cost	(j) Monthly Cost	(k) Monthly Cost Per Unit
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k).

Total for Current Year: \$ _____

XIII. Blank Worksheet (Optional – Available for Applicant Use)

XIV. Owner Performed Labor

Landlord-performed labor shall be compensated at reasonable hourly rates. However, no Landlord-performed labor shall be included as an operating expense unless the Landlord submits documentation showing the date, duration, and nature of the work performed. There shall be a maximum allowed under this provision of five percent (5%) of gross income unless the Landlord demonstrates that greater services were performed for the benefit of the residents.

Owner Performed Labor – Base Year				
Date	Hours	Hourly Rate	Units Impacted	Type of Work
Owner Performed Labor – Current Year				
Date	Hours	Hourly Rate	Units Impacted	Type of Work

XV. Planned Capital Improvements

To encourage necessary capital improvements and expenses, a Landlord may include anticipated future expenses for the amortized cost of capital improvements and expenses in a fair return petition. An allowance shall be made for anticipated expenses that the Landlord intends to incur during the twenty-four month period following the date of a final Rent Program determination. This procedure should not be used for anticipated expenses for ordinary maintenance and repairs. The portion of any allowable rent increase attributable to the capital improvement and expense shall not go into effect until completion has been documented to the Rent Program.

Complete this table only if you are seeking preliminary approval for improvements you plan to complete within the next twenty-four (24) months. A rent increase cannot be granted until the improvements are completed and documentation of the cost of the improvements has been reviewed and approved by the City.

Column:

- (b) - Identify capital improvements and expenses you plan to complete within twenty four (24) months.
- (c) - List each unit that will benefit from the capital improvement/expense.
- (b) - Provide the date you expect to complete each capital improvement/expense.
- (d) - State the estimated cost of each improvement/expense.

(a) Item #	(b) Description of Expense & Estimated Date of Completion	(c) # of Units Impacted By Expense If not all units	(d) Initial Cost	(e) Interest Rate Allowed*	(f) Amortization Period (years)*	(g) Interest Amount	(h) Total Cost [Principal + Interest]	(i) Annual Cost	(j) Monthly Cost	(k) Monthly Cost Per Unit
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$
			\$	%		\$	\$	\$	\$	\$

*Use the amortization table in this Attachment and the information about interest rates. Fill in columns (a) through (f) and then columns (g) through (k) will fill in automatically.

Proposed Total Capital Expenses \$ _____

**XVI. Net
Operating
Income (NOI)**

Net Operating Income = Income – Operating Expenses:

	Base Year (2019)	Current Year (2022)
1. Total Annual Income	\$ _____	\$ _____
2. Annual Operating Expenses	\$ _____	\$ _____
3. Current Net Annual Operating Income (Income – Operating Expenses):	\$ _____	\$ _____
4. CPI [Annual Average CPI]	<u>250.106</u>	<u>285.008</u>
5. Percent Annual Increase in CPI Base Year to Current Year [Current Year Annual Average CPI – Base Year Annual Average CPI divided by Base Year Annual Average CPI]		<u>13.95%</u>
6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase [Line 3 Base Year + Line 5 percent]		\$ _____
7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase [Line 6 Current Year – Line 3]		\$ _____
8. Allowable Rent Increase Percentage (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 6 Line 1)		_____ %

XX. CLAIM FOR ADJUSTMENT OF BASE YEAR NET OPERATING INCOME AND ASSOCIATED RENT ADJUSTED CLAIM

Landlords may present evidence to rebut the presumption that the base year net operating income provided a fair return. Grounds for rebuttal of the presumption shall be based on at least one of the following findings:

- 1. Check this box if you are requesting a base rent adjustment in your maintenance of net operating fair return claim.
- 2. Check the factors below that are applicable to your claim.

A. Exceptional Expenses in the Base Year. The landlord's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses in order that the base year operating expenses reflect average expenses for the property over a reasonable period of time. Check which factor(s) contributed to your claim:

- (i) Extraordinary amounts were expended for necessary maintenance and repairs
- (ii) Maintenance and repair expenditures were exceptionally low as to cause inadequate maintenance or significant deterioration in the quality of services provide
- (iii) Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

B. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made in calculating base year gross rental income consistent with the purpose of analyzing base year net operating income. Check which factor(s) contributed to your claim:

- (i) The gross income during the base year was lower than it might have been because some residents were charged reduced rent.
- (ii) The gross income during the base year was significantly lower than normal because of the destruction of the premises and/or temporary relocation for construction or repairs.
- (iii) The pattern of rent increases in the years prior to the base year were less than increases in the CPI.
- (v) Other exceptional circumstances

[Petitioners submitting a claim based on this factor may be required to pay for an independent appraisal by an appraiser approved by the City].

C. Explanation for Basis in Support of Claim for Adjustment of Base Year Rent.

XXI. Income and Operating Expense Worksheet With Adjustment of Base Year Amounts		
Annual Total		
(Insert Base and Current Years)	Base Year ()	Current Year (2022)
<u>Rental Income</u>	\$	\$
1. Gross scheduled rental income (monthly rent in effect on January 1, times 12) including uncollected rent.	\$	\$
2. Portion Attributable to Vacancy	\$	\$
Fees (indicate what fee is for):		
3. Late fees	\$	\$
4. List fees, other than utilities, collected for services & amenities not included in rent	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
<u>Other Income (list separately by type)*:</u>		
8.	\$	\$
9.	\$	\$
10.	\$	\$
<u>Fees for Utilities</u>		
11. Gas		
12. Electricity	\$	\$
13. Water	\$	\$
14. Sewer	\$	\$
15. Garbage & Recycling	\$	\$
<u>Other (list separately by type)</u>		
16.	\$	\$
17.	\$	\$
18. <u>Total Income</u>	\$	\$
(add only lines 1 and 3-17)		
*Interest earned by Landlord on Tenant security deposits, other interest or investment income.		

XXII. Operating Expenses Worksheet <u>(Insert Base and Current Years)</u>	Annual Total	
	Base Year ()	Current Year (2022)
1. Assessments	\$	\$
2. Real Property Taxes	\$	\$
3. License Tax/Fee	\$	\$
4. Rent Board Registration Fees	\$	\$
5. Insurance	\$	\$
6. Accounting	\$	\$
7. Legal (explain types of legal expenses)	\$	\$
8. Manager /Management Services	\$	\$
9. Security	\$	\$
10. Office Supplies	\$	\$
12. Normal Repairs	\$	\$
13. Owner-Performed Labor	\$	\$
14. Plumbing Maintenance	\$	\$
15. Pool Maintenance	\$	\$
16. Landscape Maintenance	\$	\$
17. Other Maintenance	\$	\$
18. Parking Lot/Street Maintenance	\$	\$
19. Gas (separately metered only)	\$	\$
20. Electricity (separately metered only)	\$	\$
21. Water	\$	\$
22. Sewer	\$	\$
23. Garbage & Recycling	\$	\$
24. Amortized portion of Capital Expense [from page _____; column (i)]	\$	\$
Other (list separately by type):	\$	\$
25.	\$	\$
26.	\$	\$
Additional operating expense items can be listed for this worksheet using separate page(s) as needed.		
27. TOTAL OPERATING EXPENSES	\$	\$

XXIII. Calculation of Fair Return Rent Adjustment with Adjustments of Base Year Amount:

	Base Year	Current Year (2022)
1. Proposed Adjusted/Total Income*	\$ _____	\$ _____
2. Operating Expenses	\$ _____	\$ _____
3. Net Operating Income (Income – Operating Expenses):	\$ _____	\$ _____
4. CPI [Annual Average CPI. Please enter the appropriate CPI value from the table below]	_____	285.008
5. Percent Annual Increase in CPI Base Year to Current Year [Current Year Annual Average CPI – Base Year Annual Average CPI divided by Base Year Annual Average CPI]		_____
6. Fair Net Annual Operating Income = Base Year Net Operating Income Adjusted by CPI Increase [Line 3 Base Year + Line 5 percent]		\$ _____
7. Fair Net Annual Operating Income Minus Current Net Operating Income = Allowable Rent Increase [Line 3 Current Year – Line 6]		\$ _____
8. Allowable Rent Increase Percentage (Line 7 divided by Current Year Gross Scheduled Rental Income on pg. 17 Line 1)		_____ %

Year	2015	2016	2017	2018	2019	2020	2021	2022
CPI Value (Line 4)	230.567	234.145	239.239	244.969	250.106	252.997	265.244	285.008

Sales Order

Date: 9/2/2022

Order #: SO-287658

Customer:

Acct. No.: 01CARRC616

Status: Pending Fulfillment



Total: \$901.94

Bill To

Christine Carragee - JMC Properties LLC
 2265 Harvard St
 Palo Alto CA 94306-1359
 United States
 P: 610-955-7334

Store Info	Sales Associate	Ship To
99 Internet Sales (651) 222-0011	Sales Rep: Wade Schally	Christine Carragee 549 Dayton Ave Saint Paul MN 55102-1709 US P: 610-955-7334

QTY.	ITEM	Type	SHIP TO	SCH DEL	FILL LOC	UT	UNIT PRICE	AMOUNT
1	FGIP2468UF 24" Built-in Dishwasher Color: Stainless Steel Ironclad Product Protection and Service Network Declined. Service provided through manufacture network.	DEL	549 Dayton Ave, 55102	09/12/22 INS	00-HQ : WS2 - Stock	Yes	\$549.99	\$549.99
1	INSTALL DISHWASHER DISHWASHER INSTALLATION	DEL	549 Dayton Ave, 55102	09/12/22 INS	00-HQ : WS2 - Stock	Yes	\$229.99	\$229.99
1	DW Drain Hose Ext Kit Drain Hose Ext Kit	DEL	549 Dayton Ave, 55102	09/12/22 INS	00-HQ : WS2 - Stock	Yes	\$39.99	\$39.99
1	MRD2 Dishwasher Hammer Arrestor	DEL	549 Dayton Ave, 55102	09/12/22 INS	00-HQ : WS2 - Stock	Yes	\$21.99	\$21.99
1	BK-676 Dishwasher Install Kit	DEL	549 Dayton Ave, 55102	09/12/22 INS	00-HQ : WS2 - Stock	Yes	\$29.99	\$29.99
1	Appliance & Package Recycling Fee Appliance and Package Recycling	DEL	549 Dayton Ave, 55102	09/12/22 INS	00-HQ : WS2 - Stock	No	\$29.99	\$29.99

Subtotal \$901.94

Tax \$0.00

Total \$901.94

IMPORTANT STATEMENT

This Sales Order contains product that excludes sales tax because the product is being installed by Seller. If the product is not installed by Seller, Buyer shall be liable for such tax. Seller will collect said sales tax from buyer and remit such to state tax authorities.

Customer Initials _____

Delivery Notes:

Client says drain is slow. Please make a note if you can see why. Thank you.

Description Item List:

Customer received product specifications - customer to confirm all openings. In order to maintain free delivery we require 48 hour cancellation notice. In cases of cancellation, a \$75 fee may be applied. One delivery included - additional stops are subject to charge. Recycling services available if purchased. Tech inspection required prior to service-related returns and exchanges.

COVID has created unprecedented volatility within the appliance industry supply chain. We want to be as transparent as possible and communicate fair expectations based on what we know, but there are many factors out of our control.

Due to this, we will set a targeted delivery date, but we cannot confirm that delivery date until 3 days prior. You will receive a call 3 days before your targeted delivery date to confirm the date or update the status of your order.

To limit exposure for you and our crews, we will schedule your free local delivery only as a complete order. Partial order deliveries may be available for an additional fee, and pickups are available 7 days a week at our St. Paul warehouse or Rochester and Des Moines showrooms.

Customer Initials: _____

Signature: _____

Date:

I have read and understand the terms and conditions of this order.

PURCHASE ORDER

STANDARD TERMS AND CONDITIONS

Customer ("you," "you") agrees to purchase the appliances identified in this Purchase Order on the date shown from Warners' Stellian Co., Inc. ("Warners' Stellian," "we," "us," "our"). Warners' Stellian agrees to sell, deliver and service the appliances under the following terms and conditions. You acknowledge and agree to these terms with your signature on the reverse side of this Purchase Order.

DEFINITIONS

The term "appliances" means all products, services, and merchandise purchased from Warners' Stellian.

ENTIRE AGREEMENT; CONFLICTING TERMS

This Purchase Order, together with any other documents which are attached hereto, is the sole and complete contract between you and us with respect to the appliances identified herein and the delivery, installation and servicing of them. This Purchase Order supersedes all prior oral and written understandings. Conflicting, different, or additional terms are expressly rejected and shall not become a part of this Purchase Order unless accepted in writing by us, including those in any subsequent quote, form, acknowledgment, invoice or other document. No course of dealing or usage of trade or actual course of performance shall be relevant to explain or supplement any terms used herein. Any shipment or delivery of goods or performance of services ordered under this Purchase Order shall constitute acceptance of the terms and conditions herein.

CUSTOMER APPLIANCE PICK-UP

Customer appliance pick-up is at our warehouse at 550 Atwater Circle, St. Paul, MN 55103. Call 651-222-0011 twenty-four (24) hours prior to pick-up. All outstanding payments must be made prior to receiving your appliances. This Purchase Order, the sales receipt, your picture ID, and your signature acknowledging that the appliances were picked up by you are required before the appliances will be loaded into your vehicle. Warners' Stellian will assist you in loading the appliances into your vehicle. You will provide all ropes, straps, blankets and blocking and bracing materials needed to safely and securely pack the appliances for transit in your vehicle. We will not secure the merchandise in your vehicle. You will hold us harmless for any and all damage to the appliances during loading into your vehicle, after loading, and while in transit.

CONCEALED DAMAGE & FUNCTIONAL OPERATION

Upon your request, at the time of pick-up from our location or delivery to your location, Warners' Stellian will un-package, inspect and replace items if concealed damage is found. Warners' Stellian cannot accept responsibility for damage found after a packaged item leaves our facility or is accepted when delivered unless this inspection is done. Warners' Stellian cannot accept responsibility for circumstances that arise directly or consequentially as a result of improper installation by anyone other than Warners' Stellian authorized personnel. If appliances you purchase from Warners' Stellian require a major repair within 30 days from the date of invoice, you are entitled to a like product exchange/in-store credit as determined to be eligible by Warners' Stellian. Major repair is defined as: has no power or, unrepairable damage not apparent at the initial inspection. In all cases, Warners' Stellian must be allowed the opportunity at our sole discretion to have a qualified technician inspect, diagnose the unit as installed and to perform needed repairs, if repair is possible.

SCHEDULING DELIVERY OF APPLIANCES

Call 651-222-0011 to schedule appliance delivery. Deliveries are scheduled according to availability. We need fourteen (14) days prior notice to assure delivery on your preferred date. Someone over the age of 18 must be home to accept delivery of your new appliances, unless the delivery is to an unoccupied home or commercial building where other delivery arrangements have been agreed upon between you and us.

CONSENT TO RECEIVE MESSAGES

Customer consents to receive messages by text, prerecorded and artificial voice, and autodialed messages that notify you of the anticipated delivery time of your order. You agree to provide your valid mobile phone number for these services. Consent may be revoked at any time by calling us at 651-222-0011. Customer agrees to indemnify, defend, and hold Warners' Stellian harmless from any and all claims, losses, liability, cost, and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable, federal, state or local law, regulation, or ordinance.

MISSED DELIVERY OF APPLIANCES

If you are not home to accept delivery on the scheduled date, our driver will leave a note that a delivery was attempted. Call us at 651-222-0011 to reschedule. A minimum of \$149.99 charge, plus an additional charge for deliveries outside of our Free Local Area, for second deliveries is required of you.

INSTALLATION OF APPLIANCES

Warners' Stellian will install appliances when specified on Purchase Order. Customer locations must have an unobstructed path into and throughout the premises. You agree that we may photograph existing conditions at your premises to document the delivery, installation, and servicing of your appliances. Some appliances require additional parts not supplied by the manufacturer to complete installation. These materials will be supplied by us for an additional charge. A minimum of \$149.99 charge, plus an additional charge for deliveries outside of our Free Local Area, is required of you should we need to return to install your appliance due to a lack of proper existing facilities.

DAMAGE DURING DELIVERY

Customer shall not hold Warners' Stellian liable for damage that is not recorded at the time of delivery. When our specialists complete your delivery, you will be asked to acknowledge the delivery with your signature. If there is a problem with your delivery, explain the problem in writing prior to signing. Your signature, without having written about a problem in delivery, means that you have accepted the appliance as delivered in good order, and that we have not damaged your property in any way during delivery.

SERVICES AVAILABLE FOR ADDITIONAL CHARGE

When arranged for at the time of purchase, the following services are available for the stated additional charge: Dryer side vent - \$59.99; L.P. gas conversion dryer - \$99.99; L.P. gas conversion range - \$99.99.

SPECIAL ORDERS

Special order appliances including parts are not returnable. Special orders require a fifty percent (50%) non-refundable deposit.

RETURNS AND EXCHANGES

A minimum pick-up charge of \$149.99, plus an additional charge for deliveries outside of our Free Local Area, and a 25% restocking fee will be assessed on all appliance returns and exchanges.

HOLD HARMLESS AND WAIVER OF SUBROGATION

Customer agrees to hold Warners' Stellian, and those who install appliances on their behalf, harmless with subrogation waived for any and all damage resulting from the installation of the appliance and for any and all damage resulting from the connection of water, electrical, gas, and other power supply sources to the appliance. Customer agrees that this hold harmless and waiver applies to any and all subrogation claims asserted by customer's insurance company.

LIMITED LIABILITY

Warners' Stellian will correct any defect in its work without charge within ninety (90) days of delivery and installation. We will not be liable to you for any direct loss, indirect or consequential loss, or other damage that you incur because of that defect or because of any other failure in our service or because of any defect in any appliance or failure of the appliance to perform. We will, at your expense, use reasonable efforts to assist you with obtaining the benefits from any manufacturer's warranty on the appliance.

SEVERABILITY

The partial or complete invalidity of any provision in this Purchase Order shall not affect the validity or continuing force and effect of any other provisions.

GOVERNING LAW

This Purchase Order shall be governed by and interpreted in accordance with the laws of the State of Minnesota without giving effect to conflicts of laws principles. All disputes arising in connection with it shall be exclusively resolved in St. Paul, Minnesota.

FORCE MAJEURE

Warners' Stellian is not responsible for cancellation or delay in delivery or performance resulting from causes beyond its reasonable control including, but not limited to: strikes or other labor disturbances; equipment failure; delays in transportation; inability to obtain fuel, material or parts; war; acts of terrorism; riot; epidemics; floods; fires; unusually severe weather conditions; and, accidents or other contingencies for which the non-occurrence is a basic assumption on which this purchase order was made.

Screen Medic
9343 Science Center Dr
New Hope, MN 55428 US
612-232-7378
theteam@screenmedic.com
www.screenmedic.com



INVOICE

BILL TO
Christine Carragee
549 Dayton Ave #3
St. Paul, MN 55102

SHIP TO
Christine Carragee
549 Dayton Ave #2
St Paul, MN 55102

INVOICE #	DATE	DUE DATE
26751	10/06/2021	10/06/2021

DESCRIPTION	AMOUNT
Custom Build - Screen - Fiberglass Total Qty:1-4 {\$85 1 to 4 Total Custom Built Screens; \$75 each if 5 to 9; \$65 if 10 or more}, 2 @ \$85.00	170.00
Trip Charge (A&C) (\$29) WAIVED	0.00

PAYMENT	170.00

BALANCE DUE	\$0.00
	PAID

2 Shipments

Delivered Jun 9, 2023

Package was left inside the residence's mailbox



Fiskars Square Garden Spade Shovel - Steel Flat Shovel with 48" D-Handle - Heavy Duty Garden Tool for Digging, Lawn Edging, and Weed Removal - Black/Orange

Sold by: Amazon.com Services LLC
Return window closed on Jul 9, 2023

\$29.97

Condition: New

 Buy it again

Track package

Get product support

Write a product review

Archive order

Delivered Jun 9, 2023

Package was left inside the residence's mailbox



Radius Garden 22011 Root Slayer Shovel, Red

Sold by: Amazon.com Services LLC
Return window closed on Jul 9, 2023

\$54.99

Condition: New

 Buy it again

Track package

Get product support

Write a product review

Archive order

Order Details

Ordered on September 4, 2021

Order# 112-7531080-1037827

[View or Print invoice](#)

Shipping Address

Christine Carrage
549 DAYTON AVE
SAINT PAUL, MN 55102-1709
United States

Payment Method

Debit **** 9588

Order Summary

Item(s) Subtotal:	\$35.99
Shipping & Handling:	\$0.00
Total before tax:	\$35.99
Estimated tax to be collected:	\$2.83
Grand Total:	\$38.82



Zenna Home Never Rust Aluminum Curtain Claw Foot Tubs Hoop Shower Rod, 50"-72", White

Sold by: Amazon.com Services LLC
Return window closed on Oct 7, 2021
\$35.99

Condition: New

Buy it again

[Get product support](#)

[Write a product review](#)

[Archive order](#)

Order Details

Ordered on May 29, 2021 | Order# 112-3971853-0089824

[View or Print invoice](#)

Shipping Address	Payment Method	Order Summary
Christine Carrage 549 DAYTON AVE SAINT PAUL, MN 55102-1709 United States	Rewards Points VISA **** 9652	Item(s) Subtotal: \$39.88 Shipping & Handling: \$0.00 Total before tax: \$39.88 Estimated tax to be collected: \$3.14 Rewards Points: -\$1.65 Grand Total: \$41.37

[Transactions](#)



YISURE Shower Curtain Set Clawfoot Tub Liner Wrap Around Waterproof PEVA Extra Wide Curtain with 6 Magnets for Bathroom Decor Hotel Grade, Include 32 Pack Hooks , White, 180x70 Inch

Sold by: Jasmine Home
Return window closed on Jun 30, 2021

~~\$39.88~~

Condition: New

 Buy it again

[Write a product review](#)

[Archive order](#)



Christine Carragee <christine@carragee.com>

Sink station upgrades: home Depot to order

Christine Carragee <christine@carragee.com>
To: Erika Ronnow <eronnow@yahoo.com>

Fri, Nov 26, 2021 at 3:19 PM

Hi Erika,

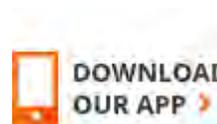
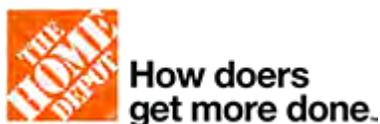
Hope you had a great thanksgiving. I ordered some supplies for the kitchen upgrade project, but still need most of the smaller plumbing parts, the sink base cabinet/end panel for dishwasher, countertop (thinking butcher block).

Could you help coordinate getting them stored in the basement/laundry area when they arrive please?

All the best,
Chris

----- Forwarded message -----

From: **The Home Depot** <HomeDepot@order.homedepot.com>
Date: Fri, Nov 26, 2021, 3:12 PM
Subject: We received your order!
To: <christine@carragee.com>



THANKS FOR YOUR ORDER, CHRISTINE!

You will receive a shipping confirmation email once your order has shipped.

Check Order Status

Order Number

WP19866778

Order Date

Nov. 26, 2021

Your Order

Ship to Home Items

Shipping Address

Christine Carragee
 549 Dayton Ave
 Saint Paul, MN 55102
 610-955-7334

Item	Unit Price	Qty	Item Total
 <p>SPT 18 in. in Stainless Steel Front Control Smart Dishwasher 120-Volt Stainless Steel Tub</p> <p>Store SKU # 1006331265 Internet # 316772341 Est Arrival: Dec. 3</p>	\$477.47	1.00	\$477.47
 <p>Glacier Bay All-in-One Undermount Stainless Steel 27 in. Single Bowl Kitchen Workstation Sink with Faucet and Accessories Kit</p> <p>Store SKU # 1004099061 Internet # 308278030 Est Arrival: Dec. 6</p>	\$254.25	1.00	\$254.25
 <p>CERTIFIED APPLIANCE ACCESSORIES Dishwasher Installation Kit</p> <p>Store SKU # 1003804459 Internet # 307285647 Est Arrival: Dec. 2</p>	\$15.25	1.00	\$15.25

ORDER PLACED
July 15, 2020

TOTAL
\$21.54

SHIP TO
christine carriagee ▾

ORDER # 113-8873417-6192232
[View order details](#) | [View invoice](#)



Philips Hue Smart Dimmer Switch with Remote (Requires Hue Hub, Installation-Free, Smart Home, Exclusively for Philips Hue Smart Bulbs)
Return and product support eligibility ▾



Buy it again

[View your item](#)

[Write a product review](#)

[Archive order](#)

ORDER PLACED
July 15, 2020

TOTAL
\$107.86

SHIP TO
christine carriagee ▾

ORDER # 113-9959977-0970662
[View order details](#) | [View invoice](#)



Philips Hue White 4-Pack A19 LED Smart Bulb, Bluetooth & Zigbee compatible (Hue Hub Optional), Works with Alexa & Google Assistant – A Certified for Humans Device
Return and product support eligibility ▾



Buy it again

[View your item](#)

[Write a product review](#)

[Archive order](#)



Sales Order

Date: 9/26/2020
 Order #: SO-77871
 Customer: Christine Carragee
 Acct. No.: 01CARRC616
 Status: Pending Billing

Total: \$447.70

Bill To

Christine Carragee
 549 Dayton Ave
 Saint Paul MN 55102-1709
 United States
 P: 610-955-7334

Department Info	Store Phone#	Sales Rep	Ship To
RETAIL SALES : 99 Internet Sales	(651) 222-0011	Lucas Marcroft	Christine Carragee 2110 Hartford Ave Saint Paul MN 55116-1247 US P: 610-955-7334

QTY.	ITEM	Type	SHIP TO	EST DEL	SCH DEL	SCH PU	FILL LOC	UNIT PRICE	AMOUNT
1	SHEM3AY52N 24" Full Console Dishwasher 24" Full Console Dishwasher, White	CPU	2110 Hartford Ave, 55116			10/6/2020	10-NeMPS	\$395.00	\$395.00
	Product Protection Declined								
	Special Order Item No Cancels No Returns								
1	BK476 (HOSE/FITTING ONLY) D/W INSTALL KIT (HOSE/FITTING) D/W INSTALL KIT (HOSE/FITTING)	CPU	00-HQ : WS2 - Stock, 55116			10/6/2020	00-HQ : WS2 - Stock	\$19.99	\$19.99
	Manufacturer Warranty Applies								

Subtotal	\$414.99
Tax	\$32.71
Total	\$447.70

Signature: _____ Date: _____

I have read and understand the terms and conditions of this sales order.

General Comments:

Item to be picked up at NE store on 10.06.2020
 switched to item in stock
 item not in stock eta 7-14 business days
 no service added
 warners to deliver, client to install
 leave packaging on site

Contact: (651) 222-0011



SO-77871

Description Item List:

Customer received product specifications - customer to confirm all openings. One delivery included - additional stops are subject to charge. Recycle replaced unit 1 for 1 where permitted. Built-ins if removed. Tech inspection required prior to service-related returns and exchanges. This is a special order item - non cancelable/non returnable.

COVID has created unprecedented volatility within the appliance industry supply chain. We want to be as transparent as possible and communicate fair expectations based on what we know, but there are many factors out of our control.

Due to this, we will set a targeted delivery date, but we cannot confirm that delivery date until 3 days prior. You will receive a call 3 days before your targeted delivery date to confirm the date or update the status of your order.

To limit exposure for you and our crews, we will schedule your free local delivery only as a complete order. Partial order deliveries may be available for an additional fee, and pickups are available 7 days a week at our St. Paul warehouse or Rochester and Des Moines showrooms.

Customer Initials: _____





Customer/Account #: 561577 - 0403298
549 DAYTON AVE
SAINT PAUL, MN 55102-1709
Balance : \$ 00
Due Date : 5/5/2023
Account Status : Active



Main

- List Accounts
- Change Profile

Account Options

- Billing History
- Meter Reading History
- Usage History
- Transaction History
- Autopay History

Online Services

- Make a Payment
- Moving?
- Contact us
- Quarterly newsletter

Home Help Contact us

Transaction History

Select a Year

Date	Description	Amount	Balance
Nov 02, 2021	Payment - Thank You	(\$294.22)	\$0.00
Oct 21, 2021	Cycle Billing Due: Friday, November 5, 2021	\$294.22	\$294.22
Jul 29, 2021	Payment - Thank You	(\$220.96)	\$0.00
Jul 22, 2021	Cycle Billing Due: Friday, August 6, 2021	\$220.96	\$220.96
Apr 27, 2021	Payment - Thank You	(\$190.42)	\$0.00
Apr 21, 2021	Cycle Billing Due: Thursday, May 6, 2021	\$190.42	\$190.42
Feb 25, 2021	Payment - Thank You	(\$219.84)	\$0.00
Feb 23, 2021	Late Charge	\$10.47	\$219.84
Jan 21, 2021	Cycle Billing Due: Friday, February 5, 2021	\$209.37	\$209.37



Customer/Account #: 551577 - 0403298
549 DAYTON AVE
SAINT PAUL, MN 55102-1709
Balance: \$ 0.00
Due Date: 5/5/2023
Account Status: Active



Main

- List Accounts
- Change Profile

Account Options

- Billing History
- Meter Reading History
- Usage History
- Transaction History
- Autopay History

Online Services

- Make a Payment
- Moving?
- Contact us
- Quarterly newsletter
- WaterWorks

- Home
- Help
- Contact us

Transaction History

Select a Year

Date	Description	Amount	Balance
Oct 26, 2022	Payment - Thank You	(\$306.78)	\$0.00
Oct 21, 2022	Cycle Billing Due: Saturday, November 5, 2022	\$306.78	\$306.78
Aug 06, 2022	Payment - Thank You	(\$241.44)	\$0.00
Jul 19, 2022	Cycle Billing Due: Wednesday, August 3, 2022	\$241.44	\$241.44
Apr 26, 2022	Payment - Thank You	(\$235.81)	\$0.00
Apr 20, 2022	Cycle Billing Due: Thursday, May 5, 2022	\$235.81	\$235.81
Jan 28, 2022	Payment - Thank You	(\$225.22)	\$0.00
Jan 21, 2022	Cycle Billing Due: Saturday, February 5, 2022	\$225.22	\$225.22



Customer/Account #: 551577 - 0403298
549 DAYTON AVE
SAINT PAUL, MN 55102-1709
Balance: \$ 0.00
Due Date: 5/5/2023
Account Status: Active



Main

[Home](#) [Help](#) [Contact us](#)

- List Accounts
- Change Profile

Transaction History

Select a Year

Account Options

- Billing History
- Meter Reading History
- Usage History
- Transaction History
- Autopay History

Date	Description	Amount	Balance
May 01, 2023	Payment - Thank You	(\$211.61)	\$0.00
Apr 20, 2023	Cycle Billing Due, Friday, May 5, 2023	\$211.61	\$211.61
Feb 04, 2023	Payment - Thank You	(\$931.53)	\$0.00
Jan 24, 2023	Cycle Billing Due: Wednesday, February 8, 2023	\$931.53	\$931.53

Online Services

- Make a Payment
- Moving?
- Contact us
- Quarterly newsletter
- WaterWorks



Proposal

Bratt Tree
 2423 E 26th Street
 Minneapolis, MN 55406
 (612) 721-4153

Schumann 20220629

Proposal Date: 06/29/2022

Mike Schumann
 541 Dayton Ave
 Saint Paul, MN 55102
 Phone: 6512083791

Arborist: Caleb Olson
 (651) 263-9214
 caleb@bratttree.com

Worksite: 541 Dayton Ave
 Saint Paul, MN 55102

#	Item	Description	Qty	Cost
1	Maple (Silver)	Removal 46" DBH / Front yard / Remove tree to ground level and haul all debris.	1	\$3,200.00
1	Maple (Silver)	Stump Grind stump and haul debris to grade. Price only valid when performed with removal. -Some stump may be left on hill.	1	\$300.00
2	Maple (Silver)	Removal 50" DBH / Backyard / Remove tree to ground level and haul all debris. -Removal will require driving our small crane into yard from Alley. -Pruning of two fruit trees is required for equipment access. -Parking pads at 541 & 549 must be vacant day-of-service. -Power will be disconnected to 541 day-of-service. -Please keep irrigation system off for 1 week prior to service.	1	\$4,500.00
2	Maple (Silver)	Stump Grind stump and haul debris to grade. Price only valid when performed with removal.	1	\$300.00

Subtotal: \$8,300.00
Tax: \$666.08
Total: \$8,966.08

Signature _____

Date _____

Licensed and Insured

Invoice



Bill To:
JMC Properties LLC - Christine Caragee
549 Dayton Avenue
Saint Paul, MN 55102

<u>Invoice Date</u>	<u>Invoice</u>
June 02, 2023	2328
<u>Due Date</u>	<u>Sales Rep</u>
Upon Receipt	Arianna Applewhite

Contract

Description	Amount
Flat Roof Replacement	\$10,000.00
Roof Permit	\$241.88
Curb not built	(\$50.00)
Insulation that wasn't able to be installed	(\$307.80)

Total Contract: **\$9,884.08**

Remit Payment to:

Turnkey Restoration
10550 County Rd 81
Suite 212
Maple Grove, MN 55369
612-405-8876

Invoiced Total:	\$9,884.08
Payments/Credits:	
05/09/2023	\$5,000.00
Total Received:	\$5,000.00
Balance Due:	\$4,884.08



Christine Carragee <christine@carragee.com>

Transaction Receipt from WARNERS STELLIAN 009 for \$1438.85 (USD)

Auto-Receipt <noreply@mail.authorize.net>
Reply-To: Internet Sales <info@warnersstellian.com>
To: Christine Carragee <Christine@carragee.com>

Wed, Dec 2, 2020 at 4:19 AM

Dear Customer, Thank you for your recent purchase from Warners' Stellian! If you have any questions regarding the charges placed on your credit card, contact our sales support team at info@warnersstellian.com or 877-431-2100. Sincerely, The Warners

Order Information

Description: Order Id: 107643
Invoice Number 107643

Billing Information

Christine Carragee
JMC properties
[549 Dayton ave](mailto:Christine@carragee.com)
Saint Paul, MN 55102
US
Christine@carragee.com
(610) 955-7334

Shipping Information

Christine Carragee
[549 Dayton ave](mailto:Christine@carragee.com)
Saint Paul, MN 55102
US

Total: \$1438.85 (USD)**Payment Information**

Date/Time: 2-Dec-2020 5:19:37 MST
Transaction ID: 62708764613
Payment Method: Visa xxxx9652
Transaction Type: Purchase
Auth Code: 08126D

Merchant Contact Information

WARNERS STELLIAN 009
SAINT PAUL, MN 55103
US
info@warnersstellian.com

My Account

Home

Billing

Programs

Usage

Usage

Filter by Service Address

549 Dayton Ave, Saint Paul, MN 55102-1709

Filter by Services

Gas - 1

Filter by Report Type

Total Charges

Apply Filter

549 Dayton Ave, Saint Paul, MN 55102-1709
Total Charges & Gas - 1
JUL 2021 - JUN 2023

