

15-0365-00  
INSURANCE SERVICE CENTER  
PO BOX 40736  
FAYETTEVILLE NC 28309-0736

00001417



Agency phone: 800-259-8727

04-18-2023

82ND AIRBORNE DIVISION ASSOCIATION  
INC  
2915 RAEFORD RD STE 201  
FAYETTEVILLE NC 28303-5491

# *Auto-Owners* INSURANCE

LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

Owners Insurance Company

You can view your policy, pay your bill, or change your paperless options at any time online at [www.auto-owners.com](http://www.auto-owners.com).

#### ADDITIONAL WAYS TO PAY YOUR BILL

Pay Online  
[www.auto-owners.com](http://www.auto-owners.com)  
Pay My Bill

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

Pay by Phone  
1-800-288-8740

RE: Policy 134615-35509417-23

Billing Account 013421644

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have. If you have questions your agent is unable to answer, please contact us at 517.323.1200.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

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

*Serving Our Policyholders and Agents Since 1916*



## NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

### Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

### Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting [www.auto-owners.com](http://www.auto-owners.com), and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

### The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy).

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to [www.auto-owners.com](http://www.auto-owners.com). The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

### Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.



The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

## **How Long We Retain Your Information**

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

## **Changes to the Privacy Policy**

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy) or by contacting us.

## **Contact Us**

Auto-Owners Insurance Company  
Phone: 844-359-4595 (toll free)  
Email: [privacyrequest@aoins.com](mailto:privacyrequest@aoins.com)

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.



## NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

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

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

This notice is for informational purposes only.

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





North Carolina  
**NOTICE TO POLICYHOLDER  
PERILS NOT COVERED**

Dear Policyholder:

"WARNING: THIS PROPERTY INSURANCE POLICY DOES NOT PROTECT YOU AGAINST LOSSES FROM FLOODS, EARTHQUAKES, MUDSLIDES, MUDFLOWS AND LANDSLIDES. YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT TO DISCUSS YOUR OPTIONS FOR OBTAINING COVERAGE FOR THESE LOSSES. THIS IS NOT A COMPLETE LISTING OF ALL OF THE CAUSES OF LOSSES NOT COVERED UNDER YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY TO UNDERSTAND WHAT IS COVERED AND WHAT IS NOT COVERED."

59405 (1-07)

Page 1 of 1

59529 (4-15)

**NOTICE OF CHANGE IN POLICY TERMS  
STATE OF DISASTER**

Dear Policyholder:

In the event that a state of disaster is proclaimed for the state of North Carolina or for an area within the state in accordance with state law, or whenever a major disaster is declared for the state of North Carolina or an area within this state by the President of the United States, and the Insurance Commissioner issues an order declaring action for the specific disaster, you have the option to defer premium payments for 30 days. In addition, any time limitation imposed on you or on us by any statute, rule, or other policy provision may also be deferred for 30 days. The deferral period may be extended by the Commissioner of Insurance.

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

59529 (4-15)

Page 1 of 1

**NOTICE OF CHANGE IN POLICY TERMS**  
**CHANGES - EXCLUSION FOR INSECTS, BIRDS, RODENTS OR OTHER ANIMALS**

Dear Policyholder,

Your policy is amended by the enclosed endorsement entitled CHANGES - EXCLUSION FOR INSECTS, BIRDS, RODENTS OR OTHER ANIMALS 64352 (12-20). The endorsement provides that your property exclusion for "Insects, birds, rodents or other animals" is now limited to losses involving "Nesting or Infestation, or discharge or release of waste products or secretions".

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

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



INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY INSURANCE SERVICE CENTER  
15-0365-00 MKT TERR 050 800-259-8727

Renewal Effective 06-01-2023

POLICY NUMBER 134615-35509417-23

INSURED 82ND AIRBORNE DIVISION ASSOCIATION  
INC

Company Use 35-46-NC-1306

ADDRESS 2915 RAEFORD RD STE 201  
FAYETTEVILLE NC 28303-5491

Company Bill	<b>Policy Term</b>	
	12:01 a.m.	12:01 a.m.
	06-01-2023	to 06-01-2024

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Civic Club Associati

Coinsurance Contract

Entity: Corporation

Program: Service

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):		PREMIUM
COMMERCIAL PROPERTY COVERAGE		\$116.00
MINIMUM PROPERTY PLUS PREMIUM ADJUSTMENT (CP)		\$166.00
COMMERCIAL GENERAL LIABILITY COVERAGE		\$14,302.00
	<b>TOTAL</b>	<b>\$14,584.00</b>
	<b>PAID IN FULL DISCOUNT</b>	<b>\$1,454.00</b>
	<b>TOTAL POLICY PREMIUM IF PAID IN FULL</b>	<b>\$13,130.00</b>
<b>THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.</b>		
The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.		

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):  
IL0017 (11-85) 55003 (07-12) 59390 (11-20)

Countersigned By: COMPANY ISSUED





AGENCY INSURANCE SERVICE CENTER  
 15-0365-00 MKT TERR 050  
 INSURED 82ND AIRBORNE DIVISION ASSOCIATION

Issued 04-18-2023  
 Company POLICY NUMBER 134615-35509417-23  
 Bill 35-46-NC-1306  
 Term 06-01-2023 to 06-01-2024

**COMMERCIAL PROPERTY COVERAGE**

54104 (07-87)

**STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION**

55198 (12-10)

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

COVERAGE	LIMIT
ACCOUNTS RECEIVABLE	
BAILEES	\$100,000
	\$5,000
BUSINESS INCOME & EXTRA EXPENSE W/RENTAL	\$2,500 PER ITEM
VALUE, INCLUDING NEWLY ACQUIRED LOC'S	\$50,000
0 HOUR WAITING PERIOD	
DEBRIS REMOVAL	
ELECTRONIC DATA PROCESSING EQUIPMENT	\$25,000
EMPLOYEE DISHONESTY	\$25,000
FINE ARTS, COLLECTIBLES AND MEMORABILIA	\$15,000
	\$10,000
FIRE DEPARTMENT SERVICE CHARGE	\$2,500 PER ITEM
FORGERY AND ALTERATION	\$5,000
MONEY AND SECURITIES INSIDE PREMISES	\$10,000
MONEY AND SECURITIES OUTSIDE PREMISES	\$15,000
NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY	\$15,000
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	\$500,000 FOR 90 DAYS
ORDINANCE OR LAW	\$1,000,000 FOR 90 DAYS
	SEE COMMERCIAL PROPERTY
	DECLARATIONS
OUTDOOR PROPERTY	
TREES, SHRUBS OR PLANTS	\$15,000
RADIO OR TELEVISION ANTENNAS	\$1,000 PER ITEM
PERSONAL EFFECTS AND PROPERTY OF OTHERS	\$10,000
POLLUTANT CLEAN UP AND REMOVAL	\$15,000
PROPERTY IN TRANSIT	\$25,000
PROPERTY OFF PREMISES	\$25,000
REFRIGERATED PRODUCTS	\$25,000
SALESPERSON'S SAMPLES	\$10,000
UTILITY SERVICES FAILURE	\$10,000
BUSINESS INCOME/EXTRA EXPENSE	\$50,000

Owners Ins. Co.

Issued 04-18-2023

AGENCY INSURANCE SERVICE CENTER  
15-0365-00 MKT TERR 050

Company POLICY NUMBER 134615-35509417-23  
Bill 35-46-NC-1306

INSURED 82ND AIRBORNE DIVISION ASSOCIATION

Term 06-01-2023 to 06-01-2024

55198 (12-10)

**STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION**

COVERAGE	LIMIT
(\$10,000 SUBLIMIT)	
VALUABLE PAPERS AND RECORDS ON PREMISES	\$50,000
VALUABLE PAPERS AND RECORDS OFF PREMISES	\$10,000
WATER BACK-UP FROM SEWERS OR DRAINS	\$15,000

Forms that apply to this coverage part:

64004 (12-10)	54198 (12-10)	54334 (12-10)	64020 (12-10)	54189 (12-10)
54186 (12-10)	54218 (03-13)	54217 (07-17)	54216 (03-13)	54214 (03-13)
54221 (12-10)	54220 (06-00)	54219 (12-10)	54338 (03-13)	54339 (03-13)
64010 (12-10)	64352 (12-20)	64000 (12-10)		

**Coverages Provided**

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

**LOCATION 0001 - BUILDING 0001**

Location: 2915 Raeford Rd Ste 201, Fayetteville, NC 28303-5491

Occupied As: Club

Secured Interested Parties: None

**Rating Information**

Territory: 260

Program: Service

Protection Class: 01

Class Rate - Pers Prop: 0.365

County: Cumberland

Construction: Masonry

Class Code: 0756

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PERSONAL PROPERTY			\$23,900		
Causes of Loss					
Basic Group I	80%	\$1,000		0.206	\$49.00
Basic Group II	80%	\$1,000		0.090	\$22.00
Special	80%	\$1,000		0.147	\$35.00
Theft	80%	\$1,000			Included
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.064					
Property Plus Coverage Package		None	See 55198 (12-10)		\$9.00
Tier: Standard					
Equipment Breakdown			Excluded		
ORDINANCE OR LAW					
Coverage D-Tenant's I&B		\$1,000	\$60,000		Included





AGENCY INSURANCE SERVICE CENTER  
15-0365-00 MKT TERR 050

Company POLICY NUMBER 134615-35509417-23  
Bill 35-46-NC-1306

INSURED 82ND AIRBORNE DIVISION ASSOCIATION

Term 06-01-2023 to 06-01-2024

Forms that apply to this building:

54833 (07-08)	IL0269 (10-94)	IL0022 (05-87)	IL0003 (07-02)	54232 (06-00)
59350 (01-15)	64027 (04-15)	64224 (01-16)	59325 (12-19)	64326 (07-19)
CP0090 (07-88)	64000 (12-10)	64013 (12-10)	64010 (12-10)	64004 (12-10)
64020 (12-10)	64352 (12-20)	59390 (11-20)		

**COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY**

TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54833, 59390	PREMIUM
	\$1.00
<b>LOCATION 0001</b>	<b>\$116.00</b>

**COMMERCIAL GENERAL LIABILITY COVERAGE**

55040 (11-87)

**COVERAGE**

**LIMITS OF INSURANCE**

Bodily Injury General Aggregate	\$2,000,000
Property Damage General Aggregate	\$2,000,000
Bodily Injury Products/Completed Operations - Excluded	No Coverage
Property Damage Products/Completed Operations - Excluded	No Coverage
Personal And Advertising Injury	\$1,000,000
Bodily Injury	\$1,000,000 Each Occurrence
Property Damage	\$1,000,000 Each Occurrence
Damage to Premises Rented to You (Fire Damage)	\$50,000 Any One Premises
Medical Payments	\$5,000 Any One Person

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

**AUDIT TYPE:** Non-Audited

Forms that apply to this coverage:

55405 (07-08)	59350 (01-15)	55146 (06-04)	IL0021 (07-02)	IL0269 (10-94)
IL0017 (11-85)	CG2104 (11-85)	CG2106 (05-14)	CG2002 (11-85)	CG0001 (04-13)
55513 (05-17)	CG2109 (06-15)	55029 (05-17)	CG2196 (03-05)	CG2132 (05-09)
CG2147 (12-07)	55885 (05-17)	55051 (05-17)	59325 (12-19)	59390 (11-20)

**LOCATION 0001 - BUILDING 0001**

**Location:** 2915 Raeford Rd Ste 201, Fayetteville, NC 28303-5491

**Territory:** 003

**County:** Cumberland

**CLASSIFICATION**

**CODE**

**SUBLINE**

**PREMIUM BASIS**

**RATE**

**PREMIUM**

Clubs - Civic, Service Or Social - No Buildings Or Premises Owned Or Leased Except For Office Purposes (Not-For Profit)	41670	Prem/Op	Members 12,000	Each 1 1.180	\$14,160.00
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Owners Ins. Co.

Issued 04-18-2023

AGENCY INSURANCE SERVICE CENTER  
15-0365-00 MKT TERR 050

Company POLICY NUMBER 134615-35509417-23  
Bill 35-46-NC-1306

INSURED 82ND AIRBORNE DIVISION ASSOCIATION

Term 06-01-2023 to 06-01-2024

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COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	\$142.00
<b>LOCATION 0001</b>	<b>\$14,302.00</b>



64326 (7-19)

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

## **CHANGES - ACTUAL CASH VALUE AND DEPRECIATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART**

Wherever it appears in this Coverage Part and any endorsement attached to this Coverage Part:

- 1.** Actual cash value means the cost to repair or replace lost or damaged property with property of similar quality and features reduced by the amount of depreciation applicable to the lost or damaged property immediately prior to the loss.
- 2.** Depreciation means a decrease in value because of age, wear, obsolescence or market value and includes:
  - a.** The cost of materials, labor and services;

- b.** Any applicable taxes; and
- c.** Profit and overhead necessary to repair, rebuild or replace lost or damaged property.

The meanings of actual cash value and depreciation in this endorsement supersedes any provision in this Coverage Part and any endorsement attached to this Coverage Part to the contrary.

All other policy terms and conditions apply.



64352 (12-20)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CHANGES - EXCLUSION FOR INSECTS, BIRDS, RODENTS OR OTHER ANIMALS

This endorsement modifies insurance provided under the following:

### CAUSES OF LOSS - SPECIAL FORM

**B. EXCLUSIONS, 2.d.(5)** is deleted and replaced by the following exclusion.

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

All other policy terms and conditions apply.

64352 (12-20)

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Page 1 of 1



55405 (7-08)

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

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

This endorsement modifies insurance provided under the following:

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

### **A. Applicability Of This Endorsement**

**1. The provisions of this endorsement will apply if and when one of the following situations occurs:**

**a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or**

**b. The Program is renewed, extended or otherwise continued in effect:**

**(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and**

**(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.**

**2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism**

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

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

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

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

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

**a. Use or threat of force or violence; or**

**b. Commission or threat of a dangerous act; or**

55405 (7-08)

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Page 1 of 2



c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

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

C. The following exclusion is added:

**Exclusion Of "Terrorism"**

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

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

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

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



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

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

#### **A. Applicability Of This Endorsement**

**1. The provisions of this endorsement will apply if and when one of the following situations occurs:**

**a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or**

**b. The Program is renewed, extended or otherwise continued in effect:**

**(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and**

**(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.**

**2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".**

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

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

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

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

**a. Use or threat of force or violence; or**

**b. Commission or threat of a dangerous act; or**

**c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and**





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

- C. The following exclusion is added:

**Exclusion Of "Terrorism"**

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

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

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

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

**D. Exception To Exclusion Of "Terrorism" For Certain Fire Losses**

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

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

It is agreed:

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

All other policy terms and conditions apply.



## IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

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

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

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

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

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