STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

2702 Ireland Grove Road
Bloomington, IL 61709-0001

DECLARATIONS

Policy Number	**93-EG-H430-9**	
Policy Period	**Effective Date**	**Expiration Date**
12 Months	APR 15 2021	APR 15 2022

The policy period begins and ends at 12:01 am standard time at the premises location.

Named Insured

M-01-6671-FBB7 F V
000619 3123
FANDEL FARMS
CONDO ASSOCIATION
202 MARVIN CT
GERMANTWN HLS IL 61548-8646

Agent and Mailing Address
GREGORY HARMAN INS AGCY INC
401 WOODLAND KNOLLS RD
GERMANTWN HLS IL 61548-8501

PHONE: (309) 383-4141

ST-0116-0001

Residential Community Association Policy

Automatic Renewal - If the **policy period** is shown as **12 months** , this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: CONDOMINIUM ASSOCIATION

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM $ 11,455.00

Discounts Applied:
Renewal Year
Age of Building
Multiple Unit
Claim Record

Prepared
FEB 01 2021
CMP-4000

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DECLARATIONS (CONTINUED)

Residential Community Association Policy for FANDEL FARMS
Policy Number 93-EG-H430-9

SECTION I - PROPERTY BLANKET

	Limit of Insurance*
Coverage A - Buildings	**$ 5,335,200**
Coverage B - Business Personal Property	**No Coverage**

Location Number	Location of Described Premises
001	200 & 202 MARVIN CT GERMANTWN HLS IL 61548-8646
002	201 & 203 MARVIN CT GERMANTWN HLS IL 61548-8647
003	204 & 206 MARVIN CT GERMANTWN HLS IL 61548-8646
004	205 & 207 MARVIN CT GERMANTWN HLS IL 61548-8647
005	208 & 210 MARVIN CT GERMANTWN HLS IL 61548-8646
006	209 & 211 MARVIN CT GERMANTWN HLS IL 61548-8647
007	212 & 214 MARVIN CT GERMANTWN HLS IL 61548-8646
008	213 & 215 MARVIN CT GERMANTWN HLS IL 61548-8647

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DECLARATIONS (CONTINUED)

Residential Community Association Policy for FANDEL FARMS
Policy Number 93-EG-H430-9

ST-0216-0001

Location Number	Location of Described Premises
009	101 & 103 MARVIN CT GERMANTWN HLS IL 61548-8612
010	105 & 107 MARVIN CT GERMANTWN HLS IL 61548-8612
011	109 & 111 MARVIN CT GERMANTWN HLS IL 61548-8612
012	113 & 115 MARVIN CT GERMANTWN HLS IL 61548-8612
013	117 & 119 MARVIN CT GERMANTWN HLS IL 61548-8612

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

SECTION I - INFLATION COVERAGE INDEX(ES)

Inflation Coverage Index: 191.8

SECTION I - DEDUCTIBLES

Basic Deductible $1,000

Special Deductibles:

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DECLARATIONS (CONTINUED)

Residential Community Association Policy for FANDEL FARMS
Policy Number 93-EG-H430-9

Money and Securities	$250	Employee Dishonesty	$250
Equipment Breakdown	$1,000		

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	$5,000
Fire Extinguisher Systems Recharge Expense	$5,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	$250,000
Ordinance Or Law - Equipment Coverage	Included
Preservation Of Property	30 Days
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

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Continued on Next Page

DECLARATIONS (CONTINUED)

Residential Community Association Policy for FANDEL FARMS
Policy Number 93-EG-H430-9

ST-0316-0001

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH COMPLEX

The coverages and corresponding limits shown below ap ply separately to each complex as described in the policy.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	$50,000
Off Premises	$15,000
Arson Reward	$5,000
Forgery Or Alteration	$10,000
Money And Securities (Off Premises)	$5,000
Money And Securities (On Premises)	$10,000
Money Orders And Counterfeit Money	$1,000
Outdoor Property	$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	$2,500
Personal Property Off Premises	$15,000
Pollutant Clean Up And Removal	$10,000
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	$2,500
Signs	$2,500
Valuable Papers And Records	
On Premises	$10,000
Off Premises	$5,000

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DECLARATIONS (CONTINUED)

Residential Community Association Policy for FANDEL FARMS
Policy Number 93-EG-H430-9

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Back-Up of Sewer or Drain	Included
Employee Dishonesty	$50,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	$2,000,000
Coverage M - Medical Expenses (Any One Person)	$5,000
Damage To Premises Rented To You	$300,000
Directors And Officers Liability	$2,000,000

AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	$4,000,000
General Aggregate	$4,000,000
Directors and Officers Aggregate	$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

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DECLARATIONS (CONTINUED)

Residential Community Association Policy for FANDEL FARMS
Policy Number 93-EG-H430-9

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

ST-0416-0001

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4561.3	*Policy Endorsement
CMP-4213.1	*Amendatory Endorsement
FE-6999.3	*Terrorism Insurance Cov Notice
CMP-4705.2	*Loss of Income & Extra Expense
CMP-4746.1	*Hired Auto Liability
CMP-4550	Residential Community Assoc
FE-8790	Civil Union Endorsement
CMP-4508	Money and Securities
CMP-4710	Employee Dishonesty
CMP-4829	Guaranteed Replacement Cost
FE-3650	Actual Cash Value Endorsement
CMP-4567	Directors & Officers Liability
FD-6007	Inland Marine Attach Dec

* New Form Attached

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Yourell
Secretary

Michael J. Tipsord
President

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FEB 01 2021
CMP-4000

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DECLARATIONS (CONTINUED)

Residential Community Association Policy for FANDEL FARMS
Policy Number 93-EG-H430-9

For information or assistance with any insurance problem, be sure to contact your State Farm agent first. Your good neighbor agent will be happy to help you.

Section 143c of the Illinois Insurance Code requires notification of the following addresses:

State Farm Insurance Companies
Illinois Regional Office
2702 Ireland Grove Road
Bloomington, Illinois 61709-0001
1-800-424-1162 (within Illinois)
Office hours: 8:00 a.m. to 4:00 p.m., Monday through Friday

- or -

Illinois Department of Insurance
Consumer Division
Springfield, Illinois 62767

This message is provided by State Farm in compliance with Illinois law.

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STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

2702 Ireland Grove Road
Bloomington, IL 61709-0001

INLAND MARINE ATTACHING DECLARATIONS

Policy Number	**93-EG-H430-9**	
Policy Period	**Effective Date**	**Expiration Date**
12 Months	APR 15 2021	APR 15 2022

The policy period begins and ends at 12:01 am standard time at the premises location.

Named Insured

M-01-6671-FBB7 F V

FANDEL FARMS
CONDO ASSOCIATION
202 MARVIN CT
GERMANTWN HLS IL 61548-8646

ST-0516-0001

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months** , this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8743.1	*Inland Marine Computer Prop
FE-8782	Inland Marine Conditions

*New Form Attached

See Reverse for Schedule Page with Limits

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FD-6007

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ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop	$ 10,000	$ 500	Included
	Loss of Income and Extra Expense	$ 10,000		Included

FEB 01 2021

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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FD-6007

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IMPORTANT NOTICE

Regarding Changes to Your Policy

Effective with this policy term, **CMP-4561.3 – Policy Endorsement** is added to your policy.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

ST-0616-0001

- **SECTION I – EXTENSIONS OF COVERAGE**
  - Paragraph **4.a.(1)** under **Collapse** is revised to state that "Collapse" means an abrupt falling down or caving in of a building or any part of a building. Language stating that as a result of the collapse, the building or part of the building cannot be occupied for its intended purpose is deleted.
  - **Water Damage, Other Liquids, Powder or Molten Material Damage**: We will not pay the cost to tear out and replace any part of a building necessary to repair the system or appliance from which water or other substance escaped. However, we will pay the cost to tear out and replace only that particular part of the covered building necessary to gain access to the system or appliance from which the covered water or other substance escaped.
- **SECTION II – LIABILITY, Section II – Exclusions**
  - **Liquor Liability**: 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, or providing or failing to provide transportation with respect to any person who may be under the influence of alcohol if the occurrence that caused the bodily injury or property damage involved that which would be otherwise excluded.
  - **Aircraft, Auto or Watercraft**: This exclusion does not apply to the operation of your business from a land vehicle:
    - While it is parked and functioning, other than "loading and unloading," as a premises for your business operations; and
    - 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 registration law where it is licensed or principally garaged.
  - **Access or Disclosure of Confidential or Personal Information and Data-Related Liability**: There is no coverage for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information. This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss cost or expense incurred by you or others arising out of that which is otherwise excluded.
  - **Recording and Distributing Material**: Language is added to state there is no coverage for damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate any other federal, state or local law, statute, regulation or ordinance that may provide a basis for a separate claim or cause of action arising out of any communication referenced in this section.
- **SECTION II – MEDICAL EXPENSES – Coverage M – Medical Expenses**

  Paragraph **1.d.(2)** is revised to state that we will pay medical expenses when the injured person or, when appropriate, someone acting on behalf of that person executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim. Such authorizations must not:
  - Restrict us from performing our business functions in obtaining records, bills, information, and data or in using or retaining records, bills, information, and data collected or received by us;

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- Require us to violate federal or state laws or regulations;
- Prevent us from fulfilling our data reporting and retention obligations to insurance regulators; or
- Prevent us from disclosing claim information and data to enable performance of our business functions, meet our reporting obligations to insurance regulators and data consolidators, and as otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request, the person making claim or his or her legal representative must obtain the information and promptly provide it to us.

- **SECTION II – WHO IS AN INSURED**

  Language is added to state that any person or entity employed by the owner or person or entity from whom you hire or borrow a "non-owned auto" is not an insured. Language is added to emphasize that an employee, regarding the use of a "non-owned auto" you own, hire, or borrow, is not an insured with respect to bodily injury to a co-employee or for any consequential bodily injury to the spouse, child, parent, brother or sister of that co-employee.

- **SECTION II – GENERAL CONDITIONS**

  Financial Responsibility Laws: There is no coverage for liability, uninsured motorist, underinsured motorist, no fault, or other coverages required by any motor vehicle law with respect to mobile equipment.

- **SECTION II – DEFINITIONS**
  - Language is added to the definition of "Auto" to include any other land vehicle 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."
  - "Mobile equipment" does not include land vehicles 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. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos."

- **SECTION I AND SECTION II – COMMON POLICY CONDITIONS**
  - **Our Rights Regarding Claim Information**: We have added a provision stating that we will not be restricted or prohibited from obtaining, using, or retaining records as part of the claim process. The records will be obtained, used, and retained in accordance with applicable laws and regulations consistent with our business functions.

Endorsement **CMP-4561.3** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY ENDORSEMENT

ST-0716-0001

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. **BUSINESSOWNERS COVERAGE FORM TABLE OF CONTENTS** is amended as follows:
   a. The title Electronic Data is changed to Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability.
   b. The title Recording And Distribution Of Material or Information In Violation Of Law is changed to Recording And Distribution Of Material.
2. Paragraph **2.f. Dishonesty** under **SECTION I – EXCLUSIONS** is replaced by the following:
   f. Dishonesty
   (1) Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees, directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or
   (2) 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 applies whether or not an act occurs during your normal hours of operation.

   This exclusion does not apply to acts of destruction by your employees; but theft by your employees is not covered.

   With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.
3. **SECTION I — EXTENSIONS OF COVERAGE** is amended as follows:
   a. Paragraph **4.a.(1)** under **Collapse** is replaced by the following:
   (1) Collapse means an abrupt falling down or caving in of a building or any part of a building;
   b. Paragraph **5.** is replaced by the following:
   5. Water Damage, Other Liquids, Powder Or Molten Material Damage

   If loss caused by covered water or other liquid, powder, or molten material occurs, we will also pay the cost to tear out and replace only that particular part of the covered building or structure necessary to gain access to the specific point of that system or appliance from which the water or other substance escaped.

   We will not pay the cost to repair any defect that caused the loss; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:
   a. Results in discharge of any substance from an automatic fire protection system; or
   b. Is directly caused by freezing.

   The amount we pay under this Extension of Coverage will not increase the applicable Limit of Insurance.
   c. Paragraph **13.** is replaced by the following:
   13. Personal Property Off Premises

   You may extend the insurance provided by this coverage form to apply to Covered Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while it is in the course of transit or at another premises. The most we will pay for loss in any one occurrence under this Extension Of Coverage is the Limit Of Insurance for Personal Property Off Premises shown in the Declarations.

   The amount we pay under this Extension Of Coverage is an additional amount of insurance.

   If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

   The Other Insurance Condition contained in **SECTION I AND SECTION II — COMMON POLICY CONDITIONS** does not apply to this Extension Of Coverage. The insurance provided under this Extension Of Coverage is primary and does not contribute with any other insurance.
   d. The following is added to Paragraph **22.e.** under **Equipment Breakdown**:

   Paragraph **5.b.** under **Coverage B – Business Personal Property** is replaced by:
   b. Be your responsibility to maintain or insure according to the terms of your lease or rental agreement.

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e. The following is added:

Business Personal Property In Portable Storage Units

You may extend the insurance provided by this coverage form to apply to Business Personal Property, other than "money" and "securities", "valuable papers and records", or accounts receivable, while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises. The most we will pay for loss under this Extension Of Coverage is $10,000.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

Coverage will end 90 days after Business Personal Property has been placed in the storage unit. Coverage 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 at the time of loss.

4. **SECTION II — LIABILITY** is amended as follows:

a. **Section II – Exclusions** is amended as follows:

(1) The following is added to Paragraph **3. Liquor Liability**:

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, or 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 **3.a.**

(2) Paragraph **8.f.** under **Aircraft, Auto Or Watercraft** is replaced by the following:

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

(1) 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;

(2) The operation of any of the following machinery or equipment:

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

(b) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or

(3) The operation of your business from a land vehicle:

(a) While it is parked and functioning, other than "loading and unloading", as a premises for your business operations; and

(b) 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.

(3) Paragraphs **17.b.** and **17.c.** under **Personal And Advertising Injury** are replaced by the following:

b. Arising out of oral or written publication of material, in any manner, if done by or at the direction of the insured with knowledge of its falsity;

c. Arising out of oral or written publication of material, in any manner, whose first publication took place before the beginning of the policy period;

(4) The last paragraph of **17.h.** under **Personal And Advertising Injury** is replaced by the following:

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

(5) Paragraphs **18. Electronic Data** and **19. Recording And Distribution Of Material In Violation Of Law** are replaced by the following:

18. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

a. Damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade

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ST-0816-0001

secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information; or

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

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **a.** or **b.** above.

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.

19. Recording and Distribution of Material

Damages arising directly or indirectly out of any communication, by or on behalf of any insured, that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), CAN-SPAM Act of 2003, Fair Credit Reporting Act (FCRA), or Fair and Accurate Credit Transaction Act (FACTA); including any regulations and any amendment of or addition to such statutes;

b. Any federal, state or local law, statute, ordinance, or regulation, in addition to Paragraph **a.** above, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of material or information; or

c. Any other federal, state or local law, statute, ordinance, or regulation that may provide a basis for a separate claim or cause of action arising out of any communication referenced in Paragraphs **a.** or **b.** above.

b. Paragraph **1.d.(2)** under **Coverage M – Medical Expenses** is replaced by the following:

(2) Executes authorization to allow us to obtain copies of medical bills, medical records, and any other information we deem necessary to substantiate the claim.

Such authorizations must not:

(a) Restrict us from performing our business functions in:

i. Obtaining records, bills, information, and data; or

ii. Using or retaining records, bills, information, and data collected or received by us;

(b) Require us to violate federal or state laws or regulations;

(c) Prevent us from fulfilling our data reporting and data retention obligations to insurance regulators; or

(d) Prevent us from disclosing claim information and data:

i. To enable performance of our business functions;

ii. To meet our reporting obligations to insurance regulators;

iii. To meet our reporting obligations to insurance data consolidators; and

iv. As otherwise permitted by law.

If the holder of the information refuses to provide it to us despite the authorization, then at our request the person making claim or his or her legal representative must obtain the information and promptly provide it to us; and

c. **SECTION II — WHO IS AN INSURED** is amended as follows:

(1) Paragraph **1.c.** does not apply.

(2) Paragraphs **2.b.(1)** and **(4)** are replaced by the following:

(1) "Employees" with respect to "bodily injury" to:

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(a) Any co-"employee" arising out of and in the course of the co-"employee's" employment or while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph **(a)** above;

(4) The owner of a "non-owned auto" or any agent of or any person or entity employed by such owner.

d. Paragraph **2.b.** under **Financial Responsibility Laws** of **SECTION II — GENERAL CONDITIONS** does not apply.

e. **SECTION II — DEFINITIONS** is amended as follows:

(1) Paragraph **2.** is replaced by the following:

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".

(2) The following is added to Paragraph **15.** "mobile 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 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".

f. The following is added to **SECTION I AND SECTION II – COMMON POLICY CONDITIONS**:

Our Rights Regarding Claim Information

a. We will collect, receive, obtain, use, and retain all the items described in Paragraph **b.(1)** below and use and retain the information described in Paragraph **b.(3)(b)** below, in accordance with applicable federal and state laws and regulations and consistent with the performance of our business functions.

b. Subject to Paragraph **a.** above, we will not be restricted in or prohibited from:

(1) Collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;

(2) Using any of the items described in Paragraph **b.(1)** above; or

(3) Retaining:

(a) Any of the items in Paragraph **b.(1)** above; or

(b) Any other information we have in our possession as a result of our processing, handling, or otherwise resolving claims submitted under this policy.

c. We may disclose any of the items in Paragraph **b.(1)** above and any of the information described in Paragraph **b.(3)(b)** above:

(1) To enable performance of our business functions;

(2) To meet our reporting obligations to insurance regulators;

(3) To meet our reporting obligations to insurance data consolidators;

(4) To meet other obligations required by law; and

(5) As otherwise permitted by law.

d. Our rights under Paragraphs **a.**, **b.**, and **c.** above shall not be impaired by any:

(1) Authorization related to any claim submitted under this policy; or

(2) Act or omission of an insured or a legal representative acting on an insured's behalf.

All other policy provisions apply.

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IMPORTANT NOTICE

Regarding Changes to Your Policy

ST-0916-0001

Effective with this policy term, **CMP-4213.1 AMENDATORY ENDORSMENT (Illinois)** is added to your State Farm policy and replaces **CMP-4213 AMENDATORY ENDORSMENT (Illinois)**.

Please read the new endorsement carefully and note the following changes.

- **SECTION I AND SECTION II – COMMON POLICY CONDITIONS**: A provision is added to Paragraph **2. Concealment, Misrepresentation Or Fraud**. We do not provide coverage when fraud or intentional concealment or misrepresentation of a material fact takes place.
- **SECTION I AND SECTION II – COMMON POLICY CONDITIONS:** Paragraph **8. Premiums**, has been revised. The premium for this policy may vary based upon the purchase of other insurance from the State Farm Companies. The Premiums section has been revised to describe when the premium is due, the rates on which the premium is based, and the effect this policy may have on other coverages obtainable from, or other premiums paid to, the State Farm Companies.
- Editorial changes have been made to the following provisions:
  - **SECTION I – CONDITIONS**, **Mortgagee Clause**
  - **SECTION I AND SECTION II – CONDITIONS**, **Cancellation**
  - **SECTION I AND SECTION II – CONDITIONS**, **When We Do Not Renew**

Endorsement **CMP-4213.1** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements

AMENDATORY ENDORSEMENT (Illinois)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. **SECTION I** is amended as follows:
   a. The following is added to Paragraph **1.d.** under Legal Action Against Us of **SECTION I — CONDITIONS**:

      The two year period for legal action against us is extended by the number of days between the date the proof of loss is filed with us and the date we deny the claim in whole or in part.

   b. Paragraphs **2.b.(6)** and **2.b.(7)** under **Mortgageholders** of the **Property General Conditions** are replaced by the following:

      (6) If we cancel this policy, we will provide notice to the mortgageholder at least:

         (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

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

      (7) If we elect not to renew this policy, we will provide notice to the mortgageholder at least 10 days before the expiration date of this policy.

2. The **SECTION I — PROPERTY** provision in Paragraph **7.** Other Insurance under **SECTION I AND SECTION II — COMMON POLICY CONDITIONS** is replaced by the following:

   SECTION I — PROPERTY

   a. You may have other insurance subject to the same plan, terms, conditions, and provisions as the insurance under this Policy. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Policy bears to the Limits of Insurance of all insurance covering on the same basis.

   b. If there is other insurance covering the same loss or damage, other than that described above, we will pay only for the amount of covered loss or damage

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in excess of the amount due from that other insurance, whether you can collect on it or not. However, this insurance is primary and does not contribute with any other insurance for a covered loss to property as described in **Coverage A – Buildings** that you do not own and which is your insurance responsibility according to the terms of a lease or rental agreement. We will decide if our payment for loss will be made to you or to the owner of the property. But we will not pay more than the applicable Limit of Insurance of **SECTION I — PROPERTY** coverages shown in the Declarations.

3. Paragraph **8. Premiums** under **SECTION I AND SECTION II — COMMON POLICY CONDITIONS** is replaced by the following:

8. Premiums

a. The first Named Insured shown in the Declarations:

(1) Is responsible for the payment of all premiums; and

(2) Will be the payee for any return premiums we pay.

b. 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.

c. Unless otherwise provided by an alternative payment plan in effect with "State Farm Companies", you may continue this policy in force by paying a continuation premium for each successive one-year period.

The premium must be:

(1) Paid to us prior to the anniversary date; and

(2) Determined in accordance with Paragraph **b.** above.

Our forms then in effect will apply.

d. Undeclared exposures or change in your business operation, acquisition, or use of premises 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.

When you request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, we may adjust the premium in accordance with the change during the policy period and you must pay any additional premium due within the time we specify.

e. The premium for this policy may vary based upon:

(1) The purchase of other insurance from the "State Farm Companies".

(2) The purchase of products or services from an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or

(3) An agreement, concerning the insurance provided by this policy, that the "State Farm Companies" has with an organization in which you have a membership, or of which you are a subscriber, licensee, or franchisee.

f. Your purchase of this policy may allow:

(1) You to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the "State Farm Companies", subject to their applicable eligibility rules; or

(2) The premium or price for other products or services purchased by you, including non-insurance products or services, to vary. Such other products or services must be provided by the "State Farm Companies" or by an organization that has entered into an agreement or contract with the "State Farm Companies". The "State Farm Companies" do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

4. The following is added to **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. Except as provided in Paragraph **c.** of Cancellation:

(1) If this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel this policy by providing you notice of cancellation:

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(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

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

(2) If this policy has been in effect for more than 60 days, or if this is a renewal policy, we may cancel this policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) The policy was obtained by a material misrepresentation;

(c) You have violated any of the terms and conditions of the policy;

(d) The risk originally accepted has measurably increased;

(e) Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured; or

(f) A determination by the Director that the continuation of the policy could place us in violation of the insurance laws of this State.

If we cancel this policy based on one or more of the above reasons except for nonpayment of premium, we will provide notice at least 60 days before the effective date of cancellation. When cancellation is for nonpayment of premium, we will provide notice at least 10 days before the effective date of cancellation.

(3) THE FOLLOWING PROVISIONS APPLY IF THIS POLICY COVERS REAL PROPERTY OTHER THAN RESIDENTIAL PROPERTY OCCUPIED BY FOUR FAMILIES OR LESS

If any one or more of the following conditions exists at any building that is Covered Property in this policy, we may cancel this policy by providing you notice of cancellation, if:

(a) After a fire loss, permanent repairs to the building have not started within 60 days of satisfactory adjustment of loss, unless the delay is due to a labor dispute or weather conditions;

(b) The building has been unoccupied 60 or more consecutive days. This does not apply to:

(i) Seasonal unoccupancy; or

(ii) Buildings under repair, construction or reconstruction, if properly secured against unauthorized entry;

(c) The building has:

(i) An outstanding order to vacate;

(ii) An outstanding demolition order; or

(iii) Been declared unsafe in accordance with the law; or

(d) Heat, water, sewer service or public lighting have not been connected to the building for 30 consecutive days or more.

The policy will terminate 10 days following receipt of the written notice by the named insured(s).

c. THE FOLLOWING PROVISIONS APPLY IF THIS POLICY COVERS RESIDENTIAL PROPERTIES OCCUPIED BY FOUR FAMILIES OR LESS:

(1) If this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel this policy by providing you notice of cancellation:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

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

(2) If this policy has been in effect for more than 60 days, or if this is a renewal policy, we may only cancel this policy for one or more of the following reasons:

(a) Nonpayment of premium;

(b) The policy was obtained by misrepresentation or fraud; or

(c) Any act that measurably increases the risk originally accepted.

If we cancel this policy based on one or more of the above reasons except for nonpayment of premium, we will provide notice at least 30 days before the effective date of cancellation. When cancellation is

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for nonpayment of premium, we will provide notice at least 10 days before the effective date of cancellation.

d. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

e. Our notice of cancellation will state the specific reason for the cancellation.

f. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

g. If this policy insured more than one Named Insured:

(1) The first Named Insured may affect cancellation for the account of all insureds; and

(2) Payment of unearned premium to the first Named Insured is for the account of all interests therein.

When We Do Not Renew

a. If we decide not to renew or continue this policy, we will provide you notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to provide proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

b. THE FOLLOWING PROVISIONS APPLY ONLY IF THIS POLICY COVERS RESIDENTIAL PROPERTIES OCCUPIED BY FOUR FAMILIES OR LESS:

(1) If this policy has been issued to you and in effect with us for less than five years, we may not fail to renew this policy unless you received 30 days' notice before the end of the policy period, of our intent not to renew.

(2) If this policy has been issued to you and in effect with us for five or more years, we may not fail to renew this policy unless:

(a) The policy was obtained by misrepresentation or fraud;

(b) The risk originally accepted has measurably increased; or

(c) You received 60 days' notice of our intent not to renew as provided in Paragraph **a.** above.

(3) If we fail to provide proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.

5. THE FOLLOWING ADDITIONAL PROVISION IS ONLY APPLICABLE TO POLICIES INSURING CONDOMINIUMS:

SECTION I AND SECTION II — COMMON POLICY CONDITIONS are amended as follows:

The following is added to Paragraph **10.b.** under Transfer Of Rights Of Recovery Against Others To Us:

We waive our right of recovery against any person or organization included under **SECTION II — WHO IS AN INSURED**.

6. THE FOLLOWING ADDITIONAL PROVISIONS ARE ONLY APPLICABLE TO POLICIES INSURING:

REAL PROPERTY USED PRINCIPALLY FOR RESIDENTIAL PURPOSES UP TO AND INCLUDING A FOUR FAMILY DWELLING; OR

ANY HOUSEHOLD OR PERSONAL PROPERTY THAT IS USUAL OR INCIDENTAL TO THE OCCUPANCY OF ANY PREMISES USED FOR RESIDENTIAL PURPOSES.

a. Paragraphs **1.b.(1)** and **(2)** under Appraisal of **SECTION I — CONDITIONS** are replaced by the following:

(1) Each party will pay its own appraiser and bear the other expenses of the appraisal and umpire equally, except as provided in Paragraph **(2)** below.

(2) We will pay your appraiser's fee and the umpire's appraisal fee, if the following conditions exist:

(i) You demanded the appraisal; and

(ii) The full amount of loss, as set by your appraiser, is agreed to by our appraiser or by the umpire.

b. Paragraph **2.** of **SECTION I AND II — COMMON POLICY CONDITIONS** is replaced by the following:

2. Concealment, Misrepresentation Or Fraud

a. This policy is void if you or any insured commit fraud or conceal or misrepresent a fact in the process leading to the issuance of this insurance, and such fraud, concealment or misrepresentation is stated in the policy or endorsement or in the written application for this policy and:

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(1) Was made with actual intent to deceive; or

(2) Materially affected either our decision to provide this insurance or the hazard we assumed.

However, this condition will not serve as a reason to void this policy after the policy has been in effect for one year or one policy term, whichever is less.

b. We do not provide coverage under this policy to you or any other insured who, at any time subsequent to the issuance of this insurance, commit fraud or intentionally conceal or misrepresent a material fact relating to:

(1) This policy;

(2) The Covered Property;

(3) Your interest in the Covered Property; or

(4) A claim under this policy.

c. Notwithstanding the limitations stated in Paragraph **2.a.** above, we may cancel this policy in accordance with the terms of the Cancellation Conditions attached to this policy.

All other policy provisions apply.

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means 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; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A $100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

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IMPORTANT NOTICE

Effective with this policy term, **CMP-4705.2 LOSS OF INCOME AND EXTRA EXPENSE** replaces **CMP-4705 LOSS OF INCOME AND EXTRA EXPENSE**.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

POTENTIAL REDUCTION IN COVERAGE

Although not intended to change coverage, this change could potentially reduce or eliminate coverage depending on how it is interpreted and, in that regard, should be viewed as either an actual or potential reduction in or elimination of coverage.

The definition of loss of income has been changed to emphasize that if a business had been incurring a net loss, the continuing normal operating expenses will be offset by the net loss to determine the amount of a business income owed for a covered loss.

Endorsement **CMP-4705.2** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4705.2 LOSS OF INCOME AND EXTRA EXPENSE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The coverage provided by this endorsement is subject to the provisions of **SECTION I — PROPERTY**, except as provided below.

COVERAGES

1. Loss Of Income

a. We will pay for the actual "Loss Of Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

(1) The portion of the building which you rent, lease or occupy; and

(2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:

(a) Services; or

(b) Is used to gain access to;

the described premises.

b. We will only pay for "Loss Of Income" that you sustain during the "period of restoration" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations. We will only pay for "ordinary payroll expenses" for 90 days following the date of accidental direct physical loss.

2. Extra Expense

a. We will pay necessary "Extra Expense" you incur during the "period of restoration" that you would not have incurred if there had been no accidental direct physical loss to property at the described premises. The loss must be caused by a Covered Cause Of Loss. With respect to loss to personal

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property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, then the described premises means:

(1) The portion of the building which you rent, lease or occupy; and

(2) Any area within the building or on the site at which the described premises are located, if that area is the only such area that:

(a) Services; or

(b) Is used to gain access to;

the described premises.

b. We will only pay for "Extra Expense" that occurs after the date of accidental direct physical loss and within the number of consecutive months for Loss Of Income And Extra Expense shown in the Declarations.

3. Extended Loss Of Income

a. If the necessary "suspension" of your "operations" produces a "Loss Of Income" payable under this policy, we will pay for the actual "Loss Of Income" you incur during the period that:

(1) Begins on the date property, except finished stock, is actually repaired, rebuilt or replaced and "operations" are resumed; and

(2) Ends on the earlier of:

(a) The date you could restore your "operations", with reasonable speed, to the level which would generate the Net Income amount that would have existed if no accidental direct physical loss had occurred; or

(b) 60 consecutive days after the date determined in Paragraph **a.(1)** above.

However, Extended Loss Of Income does not apply to "Loss Of 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 Income" must be caused by accidental direct physical loss at the described premises caused by any Covered Cause Of Loss.

4. Civil Authority

a. 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 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.

b. Civil Authority coverage for "Loss Of Income" will begin immediately 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.

c. 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 "Loss Of Income" ends;

whichever is later.

EXTENSIONS OF COVERAGE

1. Newly Acquired Property

a. You may extend the insurance provided by this endorsement to apply to newly acquired or constructed property covered as

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described in Paragraph **12.** of **SECTION I — EXTENSIONS OF COVERAGE** of your policy.

b. The most we will pay in any one occurrence under this coverage for "Loss Of Income" and necessary "Extra Expense" is the actual loss you sustain.

2. Interruption Of Web Site Operations

a. You may extend the insurance provided by this endorsement to apply to the necessary interruption of your business. The interruption must be caused by an accidental direct physical loss to your Web Site Operations at the premises of a vendor acting as your service provider.

Such interruption must be caused by a Covered Cause Of Loss other than a loss covered under Equipment Breakdown Extension Of Coverage of your Businessowners Coverage Form.

(1) Coverage Time Period

We will only pay for loss you sustain during the seven-day period immediately following the first 12 hours after the Covered Cause Of Loss.

(2) Conditions

(a) This coverage applies only if you have a back-up copy of your Web Site stored at a location other than the site of the Web Site vendor and to the extent "Loss Of Income" is permanently lost.

(b) Notwithstanding any provision to the contrary, the coverage provided under this Interruption Of Web Site Operations Extension Of Coverage is primary to any LOSS OF INCOME AND EXTRA EXPENSE coverage provided by the **Inland Marine Computer Property Form**.

b. The most we will pay in any one occurrence under this coverage is $10,000.

3. Off Premises – Loss Of Income

a. You may extend the insurance provided by this endorsement to apply to the necessary "suspension" of your business. The "suspension" must be caused by an accidental direct physical loss to Covered Property while it is in the course of transit or at another premises.

If the Covered Property is located at another premises you own, lease, operate, or regularly use, the insurance provided under this extension applies only if the loss occurs within 90 days after the property is first moved.

We will only pay for loss you sustain during the period beginning immediately after the time of accidental direct physical loss caused by any Covered Cause Of Loss and ending when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

b. The most we will pay in any one occurrence under this coverage is $20,000.

EXCLUSIONS

We will not pay for:

1. Any "Extra Expense", or increase of "Loss Of Income", caused by:

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, picketers, or any others charged with rebuilding, repairing, or replacing property; 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 your "operations", we will cover such loss that affects your "Loss Of Income" during the "period of restoration".

2. Any other consequential loss.

CONDITION

Resumption Of Operations

We will reduce the amount of your:

1. "Loss Of Income", 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.

2. "Extra Expense" loss to the extent you can return "operations" to normal and discontinue such "Extra Expense".

DEDUCTIBLE

No deductible applies to the coverage provisions provided in this "Loss Of Income" endorsement.

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However, for any loss covered under Paragraph **22.b.(4)** of the Equipment Breakdown Extension Of Coverage of your policy, the Special Deductible for Equipment Breakdown will apply to this "Loss Of Income".

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DEFINITIONS

1. "Extra Expense" means expense incurred:

a. To avoid or minimize the "suspension" of business and to continue "operations":

(1) At the described premises; or

(2) 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"; or

c. To:

(1) Repair or replace any property; or

(2) 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 coverage or "Loss Of Income" coverage.

2. "Loss Of Income" means the sum of the amounts as described in **a.** and **b.** below:

a. Net Income (net profit or loss before income taxes) that would have been earned or incurred if no accidental direct physical loss had occurred, including:

(1) "Rental value";

(2) "Maintenance fees", if you are a condominium association or other similar community association;

(3) Total receipts and contributions (less operating expenses) normally received during the period of disruption of operations; and

(4) Tuition and fees from students, including fees from room, board, laboratories and other similar sources.

Net Income does not include 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.

b. Continuing normal operating expenses incurred, including "ordinary payroll expenses".

3. "Maintenance fees" means the regular payment made to you by unit-owners and used to service the common property.

4. "Operations" means your business activities occurring at the described premises.

5. "Ordinary payroll expenses":

a. Mean payroll expenses for all your employees except:

(1) Officers;

(2) Executives;

(3) Department Managers; and

(4) Employees under contract.

b. Include:

(1) Payroll;

(2) Employee benefits, if directly related to payroll;

(3) FICA payments you pay;

(4) Union dues you pay; and

(5) Workers' compensation premiums.

6. "Period of restoration":

a. Means the period of time that:

(1) Begins immediately after the time of accidental direct physical loss caused by 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 any ordinance or law that:

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

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(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".

7. "Rental value" means:

a. The total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you;

b. The amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations; and

c. The fair rental value of any portion of the described premises which is occupied by you.

8. "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 untenantable, if coverage for "Loss Of Income" applies.

All other policy provisions apply.

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IMPORTANT NOTICE

Effective with this policy term, **FE-8743.1 INLAND MARINE COMPUTER PROPERTY FORM** replaces **FE-8743 INLAND MARINE COMPUTER PROPERTY FORM**.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

ST-1416-0001

POTENTIAL REDUCTION IN COVERAGE

Although not intended to change coverage, this change could potentially reduce or eliminate coverage depending on how it is interpreted and, in that regard, should be viewed as either an actual or potential reduction in or elimination of coverage.

The definition of loss of income has been changed to emphasize that if a business had been incurring a net loss, the continuing normal operating expenses will be offset by the net loss to determine the amount of a business income owed for a covered loss.

Endorsement **FE-8743.1** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

FE-8743.1 INLAND MARINE COMPUTER PROPERTY FORM

INSURING AGREEMENT

We will pay for accidental direct physical loss to:

1. "Computer equipment", used in your business operations, that you own, lease from others, rent from others, or that is loaned to you. However, we do not insure "computer equipment" used to operate or control vehicles.
2. Removable data storage media used in your business operations to store "electronic data".

We do not insure property you lease to others or rent to others.

We do not insure "computer programs" or "electronic data" except as provided in the Computer Programs And Electronic Data Extension Of Coverage.

LIMIT OF INSURANCE

We will pay for all covered loss up to the limits shown on the Schedule Page.

DEDUCTIBLE

The deductible amount shown on the Schedule Page will only apply to the property covered under this form. This amount will be deducted from the amount of any loss under this coverage.

EXCLUSIONS

1. We do not insure under any coverage for any loss to any property while in transit as checked baggage on a commercial airline;
2. We do not insure for loss either consisting of, or caused by, one or more of the following:
   a. Errors and omissions in programming. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
   b. Faulty, inadequate, unsound or defective design, specifications, workmanship, or repair. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
   c. Wear, tear, marring, scratching, rust, corrosion or deterioration. However, we do insure for any resulting loss unless the resulting loss itself is excluded;
   d. Property that is missing, where the only evidence of the loss is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property;
   e. Any dishonest or criminal act occurring at any time by you, any of your partners, employees, directors, or trustees;
   f. Hidden or latent defect or any quality in property that causes it to damage or destroy itself. However, we do insure for any resulting loss unless the resulting loss itself is excluded; or
   g. Obsolescence;
3. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for

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such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

a. Fungi

Growth, proliferation, spread or presence of "fungi", including:

(1) Any loss of use or delay in repairing or replacing covered property, including any associated cost or expense, due to interference at the location of the covered property or at the location of the repair or replacement of that property by "fungi";

(2) Any remediation of "fungi", including the cost or expense to:

(a) Remove the "fungi" from covered property or to repair, restore or replace that property;

(b) Take apart and repair any property as needed to gain access to the "fungi";

(c) Contain, treat, detoxify, neutralize or dispose of or in any way respond to or assess the effects of the "fungi"; or

(d) Remove any property to protect it from the presence of or exposure to "fungi"; and

(3) The cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of "fungi", whether performed prior to, during, or after removal, repair, restoration or replacement of covered property.

b. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

c. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion or smoke.

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

d. 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.

EXTENSIONS OF COVERAGE

1. Computer Programs And Electronic Data

a. We will pay for accidental direct loss to:

(1) The following types of "computer programs" and "electronic data" that you own, license from others, lease from others, or rent from others:

(a) "Computer programs" used in your business operations; or

(b) The "electronic data" that exists in "computer" memory or on "computer" storage media, used in your business operations.

(2) That portion of your customers' "electronic data" that is supplied to you for processing or other use in your business operations. Coverage for customers' "electronic data" is limited to the specific data file(s) containing the information you are processing or using in your business operations.

We do not cover any property you lease to others, rent to others or license to others. We do not cover "computer equipment" or removable data storage media under this Extension Of Coverage. This coverage extension is included in the Limit Of Insurance shown on the Schedule Page.

Loss does not include any consequential loss except as may be provided in the optional Loss Of Income And Extra Expense coverage.

b. All items under the EXCLUSIONS section of this form apply to this Extension Of Coverage except:

(1) Item **a.** in Paragraph **2.** does not apply to:

(a) "Computer programs" other than the program in which the error or omission in programming occurs; and

(b) "Electronic data";

covered under this extension;

(2) Item **b.** in Paragraph **2.** does not apply to "electronic data" covered under this extension; and

(3) Items **c.** and **d.** in Paragraph **2.** do not apply to "computer programs" and "electronic data" covered under this extension.

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c. We do not provide coverage for loss to, or loss of value resulting from infringement of, your intellectual property rights.

2. **Fire Protection Devices**

We will cover your expense, for up to $25,000, to recharge or refill any fire protection devices which have been discharged to protect the covered property.

The amount we pay under this Extension Of Coverage is an additional amount of insurance and is not subject to a deductible.

3. **Debris Removal**

We will cover your expense to remove the debris of covered property, caused by Covered Cause Of Loss.

The amount we pay under this Extension Of Coverage will not increase the applicable Limit Of Insurance.

SPECIAL CONDITIONS

1. **Valuation**

We agree all losses to:

a. "Computer equipment" will be determined based on the cost to repair or replace with that of similar performance, capacity or function.

b. Removable data storage media will be determined based on the cost to repair or replace that media with blank media of similar performance, capacity or function.

c. "Computer programs":

(1) That are commercial off-the-shelf will be determined based on the cost to repair or replace with that of similar performance, capacity or function; or

(2) That are not commercial off-the-shelf will be determined based on the cost of reproducing the programs if they are reproduced. If not reproduced, loss will be determined based on the cost of blank, readily available, removable data storage media, such as blank discs, with suitable capacity to store the programs.

d. "Electronic data" will be determined based on the cost of reproducing the data, if it is reproduced. If not reproduced, loss will be determined based on the cost of blank, readily available, removable data storage media, such as blank discs, with suitable capacity to store the data.

2. **One Loss**

If an initial loss causes other losses, all will be considered one loss. All losses that are the result of the same event will be considered one loss.

OPTIONAL COVERAGE – LOSS OF INCOME AND EXTRA EXPENSE

1. If a limit is shown on the Inland Marine Schedule Page for Loss Of Income And Extra Expense, coverage under this form is provided, subject to that limit, for the following:

a. The actual "Loss Of Income" you sustain due to the necessary "suspension" of your operations during the "period of restoration". The "suspension" must be caused by damage or destruction to property covered under this form, by a Covered Cause Of Loss; and

b. Any necessary "extra expense" you incur during the "period of restoration" that you would not have incurred if there had been no damage or destruction to property covered under this form, by a Covered Cause Of Loss.

We will only pay for "Loss Of Income" or "extra expense" that you sustain during the "period of restoration" that occurs within 12 consecutive months after the date of loss. We will only pay for "ordinary payroll expenses" for 90 days following the date of loss.

2. We will not pay for:

a. Any "extra expense" or increase of "Loss Of Income" caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of your operations, we will cover such loss that affects your "Loss Of Income" during the "period of restoration";

b. Any "extra expense" caused by suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration";

c. Any other consequential loss; or

d. Loss caused by seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

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.

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2. "Computer equipment" means "computers", "computer" cables and wiring not attached to or forming a part of a building, and equipment manuals. "Computer equipment" does not mean other types of devices with internal computing capability, such as intelligent devices that contain an embedded chip or some other form of logic circuitry, or the computing components in those devices.
3. "Computer programs" 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. "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.
5. "Extra expense" means expense incurred:
   a. To avoid or minimize the "suspension" of business and to continue operations.
   b. To minimize the "suspension" of business if you cannot continue operations.
   c. To repair or replace any property to the extent it reduces the amount of loss that would otherwise have been payable under this coverage or "Loss Of Income" coverage.
6. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungus.
7. "Loss Of Income" means the sum of the amounts as described in **a.** and **b.** below:
   a. Net income (net profit or loss before income taxes) that would have been earned or incurred if no accidental direct loss had occurred, including:
      (1) "Rental value";
      (2) "Maintenance fees", if you are a condominium association or other similar community association;
      (3) Total receipts and contributions (less operating expenses) normally received during the period of disruption of operations; and
      (4) Tuition and fees from students, including fees from room, board, laboratories and other similar sources.
   b. Continuing normal operating expenses incurred, including "ordinary payroll expenses".

   Net income does not include 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.
8. "Maintenance fees" means the regular payment made to you by unit-owners and used to service the common property.
9. "Ordinary payroll expenses":
   a. Mean payroll expenses for all your employees except:
      (1) Officers;
      (2) Executives;
      (3) Department Managers; and
      (4) Employees under contract;
   b. Include:
      (1) Payroll;
      (2) Employee benefits, if directly related to payroll;
      (3) FICA payments you pay;
      (4) Union dues you pay; and
      (5) Workers' compensation premiums.
10. "Period of restoration" means the period of time that:
    a. Begins immediately after the time of loss to property covered by this form; and
    b. Ends on the date when the property covered by this form should be repaired, rebuilt, restored or replaced with reasonable speed and similar quality.

    The expiration date of this policy will not cut short the "period of restoration".
11. "Rental value" means:
    a. The total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you;
    b. The amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations; and
    c. The fair rental value of any portion of the described premises which is occupied by you.
12. "Suspension" means the partial slowdown or complete cessation of your business activities.

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IMPORTANT NOTICE

ST-1616-0001

Effective with this policy term, **CMP-4746.1 HIRED AUTO LIABILITY** replaces **CMP-4746 HIRED AUTO LIABILITY**.

This notice summarizes the changes being made to your policy. Please read the new endorsement carefully and note the following changes:

POTENTIAL REDUCTION IN COVERAGE

Although not intended to change coverage, this change could potentially reduce or eliminate coverage depending on how it is interpreted and, in that regard, should be viewed as either an actual or potential reduction in or elimination of coverage.

Please read the new endorsement thoroughly and note that language is added under **SECTION II – WHO IS AN INSURED** to state that any person or entity employed by the owner or lessee of a hired auto is not an insured.

Endorsement **CMP-4746.1** follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a statement of contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4746.1 HIRED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

1. The insurance provided under **Coverage L – Business Liability** in **SECTION II – LIABILITY**, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. For insurance provided by this endorsement only:

a. The exclusions under **Section II – Exclusions**, other than exclusions **1.**, **2.**, **4.**, **7.**, and **10.**, and the **SECTION II – NUCLEAR ENERGY LIABILITY EXCLUSION**, are deleted and replaced by the following:

(1) "Bodily injury" to:

(a) An "employee" of the insured arising out of and in the course of:

i. Employment by the insured; or

ii. Performing duties related to the conduct of the insured's business; or

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

This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

(a) Liability assumed by the insured under an "insured contract"; or

(b) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

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(2) "Property damage" to:

(a) Property owned or being transported by, or rented or loaned to the insured; or

(b) Property in the care, custody or control of the insured.

b. We will not pay under **Coverage M – Medical Expenses** for "bodily injury" arising out of the use of any "hired auto".

c. **SECTION II – WHO IS AN INSURED**, is replaced by the following:

1. Each of the following is an insured under this endorsement to the extent set forth below:

a. You;

b. Any other person using a "hired auto" with your permission; and

c. Any other person or organization, but only for their liability because of acts or omissions of an insured under **a.** or **b.** above.

2. None of the following is an insured:

a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

b. Any:

(1) Partner or "executive officer" for any "auto" owned by or registered to such partner or officer or a member of his or her household; or

(2) "Employee" for any "auto" owned by or registered to such "employee" or a member of his or her household;

c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or any agent of or any person or entity employed by such owner or lessee; or

e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

3. With respect to this endorsement the following additional definitions apply:

a. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

b. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or members (if you are a partnership or joint venture), "members" or "managers" (if you are a limited liability company), your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or members of their households.

All other policy provisions apply.

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