

NURSING PROGRAM EXPANSION

•
PHASE 3

WILLEY LIBRARY • JOHNSON CAMPUS

VERMONT STATE COLLEGES SYSTEM
d/b/a VERMONT STATE UNIVERSITY

JOHNSON, VERMONT

January 14, 2026

The bid documents for Nursing Program Expansion at Vermont State Colleges System, d/b/a Vermont State University, Johnson Campus, prepared by SAS Architects, dated December 9, 2025, are modified as follows.

I. GENERAL:

1. Question: Are there any prevailing wage or Davis Bacon wage rates required on this project?

Answer: Davis Bacon Wage Rate Requirements should apply to the Project. This work pertains to the Nursing Expansion which has grant funding. Lamoille County DBW rate sheet should be used.

2. Question: Who carries the builders risk insurance for this project? If it's the SOV what is the deductible amount?

Answer: VTSU has been advised that their property policy will extend coverage for the project and that the contractor, subcontractors and their subcontractors will also be included within the policy language for the duration of the project. See attached Insurance Documents.

ATTACHMENTS:

- 25 26 EVI Master- VTSU
- 25 26 PROC POL 070125 Property Renewal Policy
- 25 26 VTSU Schedule of Sub-limited Locations

II. SPECIFICATIONS:

A. Specification Section 001116 'Invitation To Bid':

Question: The title block on the drawings and the heading of the project manual refer to this project as phase 3. Part F, Project Description within the Invitation to Bid references phase 2. Please clarify.

Answer: The Section references Phase 2 because it was describing the perimeter wall that was constructed during Phase 2. All work associated with this project is part of Phase 3.

B. Specification Section 012300 'Alternates':

Question: Provide carpet tile type for the alternate to replace flooring at Rooms 215 & 216.

Answer: Provide Carpet Type 1, 096810 2.1 A. 1.

C. Specification Section 012300 'Alternates':

Question: Alternate #1 adds Moisture Vapor Emission Control at areas of resilient tile and carpet flooring - assuming this is for base bid areas of flooring. Is Moisture Vapor Emission Control required at alternate flooring replacement at rooms 215 & 216? If so, should the costs be included in the base bid or alternate?

Answer: Include Moisture Vapor Emission Control for flooring 'Alternates' within the Alternate pricing, not within the base bid. Provide a separate line item for MVE Control and Carpet Tile.

D. Specification Section 062023 'Interior Finish Carpentry':

Question: Regarding interior finish carpentry: Species of wood to be used. The Specs are calling for Red Oak at Interior Trims and Closet Shelving. Red Birch is called out for cabinets. Is this accurate or is the intent to use just one of these two species? There are also places where cabinets and shelving are within the same room. (Room 218 for example).

Answer: The intent is for the running trim to be Red Oak and the cabinets to be Red Birch, as stated in the Specifications. The wood species for the shelving is incorrectly noted and should be Red Birch.

Question: Drawing A-6.0 appears to call out face frame style cabinets. Would frameless cabinets having the same flat panel cabinet fronts be acceptable for this project? Frameless cabinets would be the least expensive of these two options.

Answer: Yes, a frameless cabinet body is acceptable.

Question: Drawing A-6.0 details 3 & 5 conflict with respect to the backsplash detail. Is the intent to have an integral / coved splash like detail 3 or a loose applied splash like detail 5? The specs did not specify either of the two options. Loose applied is the least expensive of these two options.

Answer: Loose applied backsplash is acceptable.

Question: Can a specific solid surface counter color be provided to allow for the most accurate pricing or should we qualify a certain color group. Color group prices vary significantly. Color groups 1 & 2 only does include about 32 choices.

Answer: Assume Color Group 4 for pricing.

Question: Wood veneer cabinets finish – Can the interior (semi-exposed surfaces) be a natural finish (no stain) or does the interiors need to match the exterior finish. A natural interior would be the least expensive of these two options.

Answer: The interior of the cabinets can be a natural finish, no stain.

E. Specification Section 087100 'Door Hardware':

Question: Door 234 is listed under hardware group 01. This door opening does not appear on the door schedule on drawing A-5.0.

Answer: Door 234 in the Hardware schedule should be notated as Door 235 as shown on the floor plan and door schedule and should have Hardware Set #1.

Question: Should door 236 be included under hardware group 01?

Answer: Yes, Door 236 should be Hardware Set #1.

III. DRAWINGS:

A. Architectural Drawing A-1.2:

Question: Ceiling at room 219 is shown to be removed on the demolition plan and as type C1 on the reflected ceiling plan. Should this ceiling be C3? Ceiling is shown as 2'4'. Should it be 2'x2'?

Answer: The existing ceiling at Comm. 219 is to be removed and replaced with a 2x2 SAC. Designation 'C1' is incorrect. Ceiling designation to be 'C3'.

B. Architectural Drawing A-3.1:

Question: The existing EIFS at the mechanical penthouse has visible holes and worn spots in it. In the base bid, what is to be done at these areas?

Answer: The intent is for the existing EIFS to be patched in kind. Small cracks can be caulked, and larger holes should use fiberglass mesh and base coat.

C. Architectural Drawing A-5.0:

Question: Confirm if the sidelight glazing, at salvaged frame 217, is salvaged or new.

Answer: The glazing at frame 217 is to be salvaged.

END OF ADDENDUM #1



KIMAHER

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
1/13/2026

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY NFP Property & Casualty Services, Inc. PO Box 2127 620 Hinesburg Road South Burlington, VT 05407		PHONE (A/C, No, Ext): (802) 658-1100	COMPANY Affiliated FM Insurance Company	
FAX (A/C, No): (802) 658-9419		E-MAIL ADDRESS:		
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #: VERMSTA-02				
INSURED Vermont State Colleges dba Vermont State University Attn: Sharron Scott P.O. Box 7 Montpelier, VT 05601-0007			LOAN NUMBER	POLICY NUMBER 1153158
			EFFECTIVE DATE 7/1/2025	EXPIRATION DATE 7/1/2026
			<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 217, Bldg # 1, JSC - Library Learning Center, 212 Pond Road, Johnson, VT 05656, Library

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 217, Bldg # 1 Sub-limit of liability location limit	\$17,153,797	50,000

REMARKS (Including Special Conditions)

Special Conditions:

General Contractor, contractors and subcontractors are included as an insured on the property policy while at or within 1,000 feet of the described location. Such interest is limited to the property for which they have been hired to perform work.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

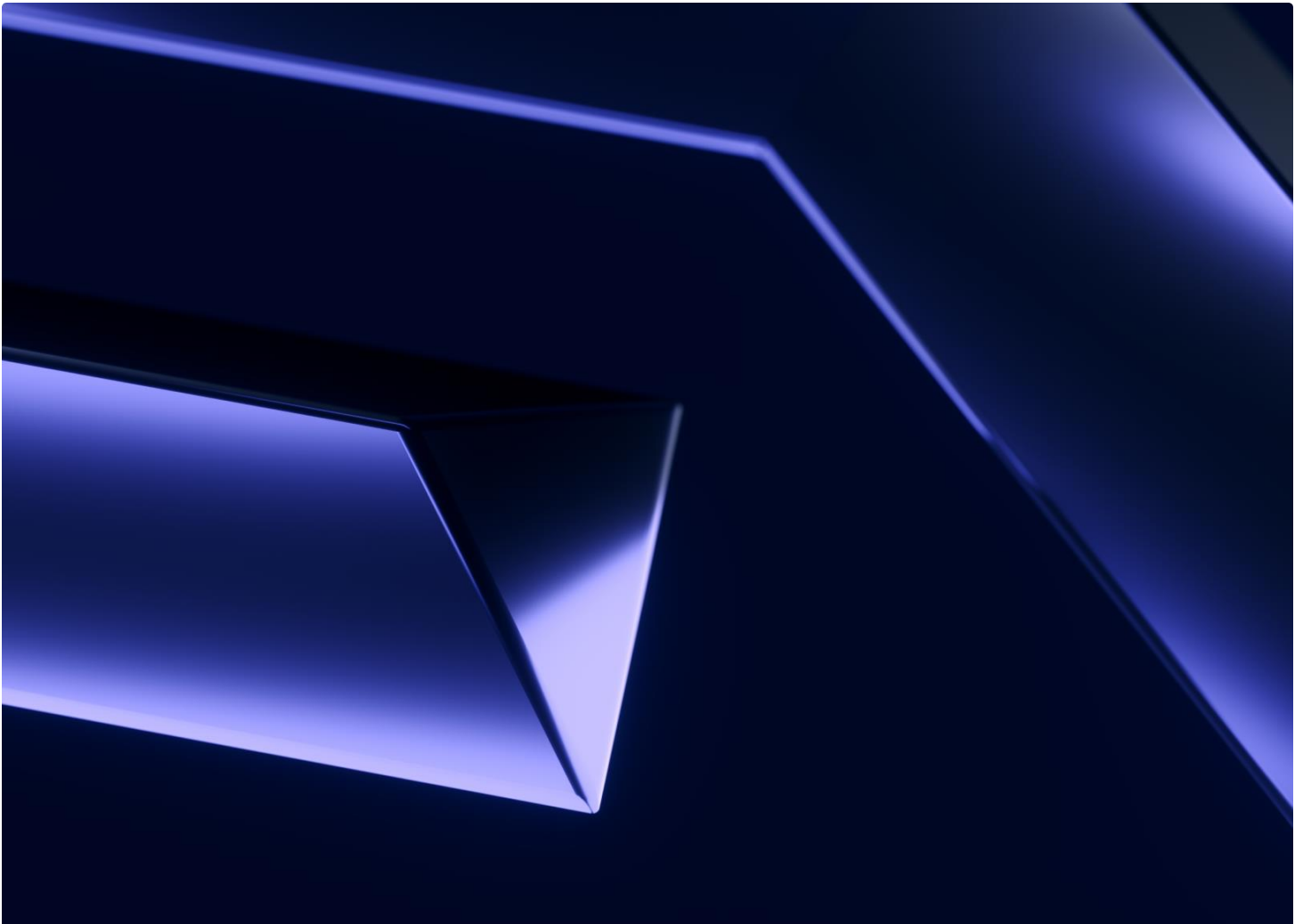
ADDITIONAL INTEREST

NAME AND ADDRESS DEW Construction Company 277 Blair Park Road, Suite 130 Williston, VT 05495	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>NFP Property & Casualty Services Inc.</i>			



Affiliated

proVision®



Thank you for placing your property insurance with Affiliated FM Insurance Company ("FM Affiliated"). We believe insurance should be straightforward and certain. That is why our proVision® 4100 policy is easy to read and navigate.

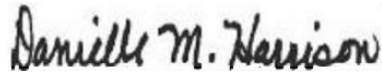
With transaction efficiency and seamless global coverage, FM Affiliated will help protect your business. In partnering with us, you have the strength of the FM Group behind you. That includes a strong balance sheet, an alternative to shared and layered programs, claims advocacy and our exclusive market-leading loss prevention advice.

With nearly 200 years of consulting experience as property specialists, we are eager to identify, prioritize and reduce future loss with you and your broker in a way that makes practical and affordable sense.

This engineering expertise, combined with broad coverage, will provide you peace of mind and allow you to focus on what matters most — making your enterprise thrive. To achieve this, we are committed to a long and mutually beneficial relationship.

It is our hope that you and your broker will take advantage of the tools and resources we offer, namely project plan reviews, web-based training, onsite policy workshops and FM Affiliated Online, which provides your risk analytics and policy contract documents.

Respectfully,

A handwritten signature in black ink that reads "Danielle M. Harrison". The signature is written in a cursive, flowing style.

Danielle M. Harrison
FM Affiliated Division Manager

Loss Reporting and Contact Information

FM Affiliated Boston Operations

Claims Manager:

Trevor Robinson

Operations Claims Manager
FM Affiliated Insurance Company
1175 Boston Providence-Turnpike
Norwood, MA 02062
Tel: 781-440-8214
trevor.robinson@fm.com

Property Loss Reporting Procedure:

To ensure that you receive prompt claims service, be sure to report a loss immediately. This enables us to provide you a professional property adjuster to examine your loss. Your loss may give rise to a claim under your Affiliated FM Insurance Company policy.

Notice of Loss:

The notice and report of any loss under an Affiliated FM Insurance Company policy should be communicated by calling the 24-hour claims hotline: **1-877-NEW-LOSS** (1) 877 639 5677 or by emailing: NewLossBoston@fm.com

If this first notice and report is made orally, it should be confirmed in writing including at least the same information as was provided in the oral first notice and report.

Leaving a Message:

When leaving a message, please include the following information:

- Name and phone number of person to contact
- A brief description of the loss

A claims adjuster will return your call promptly.

Account Engineer:

Michael Kelley

FM Affiliated Insurance Company
1175 Boston Providence-Turnpike
Norwood, MA 02062
Tel: 781-440-8358
Michael.Kelley@fm.com

Jurisdictional Services:

For more information on our jurisdictional inspections services, please contact the Account Engineer listed above.

Affiliated FM Insurance Company
P.O Box 7500
Johnston, RI 02919

DECLARATIONS PAGE

Policy No. 1153158	Previous Policy No. 1135324	Date of Issue 30 June 2025
Account No. 86003		

In consideration of this Policy’s Provisions, Conditions, Stipulations, Exclusions and Limits of Liability, and the premium charged, Affiliated FM Insurance Company, hereinafter referred to as the “Company”, does insure:

Insured:

Vermont State Colleges
575 Stonecutters Way
P.O. Box 7
Montpelier, Vermont, 05601
United States of America

(For complete title, see Policy.)

The term of this Policy is from **1 July 2025 at 12:01 a.m., Standard Time, to 1 July 2026 at 12:01 a.m., Standard Time**, at the Locations of property involved as provided in this Policy.

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as described in this Policy.

This Policy is made and accepted subject to the above provisions and those hereinafter stated, which are made a part of this Policy, together with such other provisions and agreements as may be added to this Policy.

In Witness, this Company has issued this Policy at its office in Norwood, Massachusetts, on 30 June 2025.



Michael Uccello



Malcolm Roberts

DECLARATIONS

A. POLICY TERM

FROM: 1 July 2025 12:01 a.m. Standard Time
TO: 1 July 2026 12:01 a.m. Standard Time

B. NAMED INSURED

Vermont State Colleges and its wholly or majority owned subsidiaries, and any interest which may now exist or hereafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

C. POLICY LIMIT

This Company's total limit of liability, including any insured Business Interruption loss, will not exceed the Policy Limit of USD 500,000,000 as a result of any one **occurrence** subject to the respective sub-limits of liability shown elsewhere in this Policy.

D. POLICY TERRITORY

Coverage provided by this Policy is limited to property while located within the United States of America.

Cyber Coverage Territory

Coverage provided in Data Restoration; Data Service Provider Property Damage and Business Interruption; and Owned Network Interruption is limited to anywhere in the world except Cuba; Iran; North Korea; Russian Federation; Sudan; Syria; and Crimea, Donetsk People's Republic (DPR) and Luhansk People's Republic (LPR) regions of Ukraine.

Supply Chain Coverage Territory

Coverage provided in BUSINESS INTERRUPTION COVERAGE EXTENSIONS, Supply Chain, is limited to property anywhere in the world except in the following countries, provinces or jurisdictions:

Afghanistan; Albania; Algeria; Angola; Armenia; Azerbaijan; Bangladesh; Belarus; Belize; Benin; Bhutan; Bolivia; Bosnia and Herzegovina; Botswana; Burkina Faso; Burundi; Cambodia; Cameroon; Central African Republic; Chad; Cote D'Ivoire; Cuba; Democratic Republic of the Congo; Djibouti; Egypt; Equatorial Guinea; Eritrea; Ethiopia; Fiji; Gabon; Gambia; Georgia; Ghana; Grenada; Guatemala; Guinea; Guinea-Bissau; Guyana; Haiti; Honduras; Jammu and Kashmir in India; Iran; Iraq; Israel; Gaza Strip, West Bank and territories north of Latitude 32.80 N in Israel; Kenya; Kyrgyzstan; Laos; Lebanon; Lesotho; Liberia; Libya; Madagascar; Malawi; Mali; Mauritania; Mauritius; Moldova; Mongolia; Montenegro; Montserrat; Mozambique; Myanmar; Namibia; Nepal; Niger; Nigeria; North Korea; Pakistan; Papua New Guinea; Aksai Chin and Trans-Karakoram Tract in People's Republic of China; Republic of the Congo; Russian Federation; Rwanda; Senegal; Seychelles; Sierra Leone; Somalia; Sri Lanka; South Sudan; Sudan; Swaziland; Syria; Tajikistan; Tanzania; Timor-Leste; Togo; Tunisia; Agri, Batman, Bingol, Bitlis, Diyarbakir, Elazig, Hakkari, Igdır, Mardin, Mus, Sanliurfa, Siirt, Sirnak and Van in Turkiye; Turkmenistan; Uganda; Ukraine; Crimea, Donetsk People's Republic (DPR) and Luhansk People's Republic (LPR) regions of Ukraine; Uzbekistan; Venezuela; Yemen; Zambia; and Zimbabwe.

E. INSURANCE PROVIDED

Location Schedule

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as follows:

See attached Schedule of Locations

Sub-Limited Location Schedule

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, not to exceed the limits of liability specified for the coverages indicated, while located as follows:

There shall be no liability under this Policy when "NOT COVERED" is shown.

See attached Schedule of Sub-Limited Locations

F. SUB-LIMITS

Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a per **occurrence** basis.

The sub-limits stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.

When a limit of liability applies to a **location** or property, such limit of liability will be the maximum amount payable for all loss or damage.

There shall be no liability under this Policy when "NOT COVERED" is shown as a sublimit.

Accounts Receivable	USD 1,000,000
Arson or Theft Reward	USD 100,000
Attraction Property	USD 100,000
boiler and machinery	Policy Limit
Brand Protection	Policy Limit
Change of Temperature	USD 100,000
Civil or Military Authority	30 days
Communicable Disease - Property Damage and Communicable Disease - Business Interruption combined	USD 1,000 annual aggregate , not to exceed 12 months

Contractor's Equipment	USD 945,000 per Schedule of Contractor's Equipment, Appendix A
Contractual Penalties	USD 100,000
Crisis Management	USD 100,000, not to exceed 30 days
cyber event	<ol style="list-style-type: none"> 1. USD 1,000 annual aggregate for Data Restoration and Owned Network Interruption combined 2. USD 1,000 annual aggregate for Data Service Provider - Property Damage and Data Service Provider - Business Interruption combined 3. USD 50,000 annual aggregate for loss or damage to stock in process or finished goods manufactured by or for the Insured caused by or resulting from cyber event that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on.
Data Restoration	USD 500,000 annual aggregate
Data Service Provider - Property Damage and Data Service Provider - Business Interruption combined	USD 50,000 annual aggregate
Debris Removal	Policy Limit
Decontamination Costs	Policy Limit
Deferred Payment	USD 100,000
Demolition and Increased Cost of Construction	Policy Limit
Earth Movement	USD 100,000,000 annual aggregate , not to exceed USD 50,000 annual aggregate for Data Service Provider - Business Interruption, Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Business Interruption, Off-Premises Service Interruption - Property Damage, Supply Chain and Unnamed Property, combined
Errors and Omissions	USD 1,000,000
Expediting Expenses	USD 250,000
Extended Period of Liability	90 days
Extra Expense	USD 5,000,000

fine arts	USD 250,000, not to exceed USD 10,000 per item for irreplaceable fine arts
Flood	<p>USD 100,000,000 annual aggregate, not to exceed the following:</p> <ol style="list-style-type: none"> <p>USD 15,000,000 annual aggregate for the following locations, combined:</p> <p>Location No. 001, Community College of VT, 324 Main Street, Bennington, Vermont, 05201-2195, USA;</p> <p>Location No. 108, Castleton University(Glenbrook Gym), 190 University Drive, Castleton, Vermont, 05735-4484, USA;</p> <p>Location No. 109, Castleton University (SHAPE (gym Addition), 190 University Drive, Castleton, Vermont, 05735-4484, USA;</p> <p>Location No. 141, Castleton University, Artificial Turf (behind 432 South Street), 432 South Street, Castleton, Vermont, 05735-4453, USA;</p> <p>Location No. 146, Castleton University, 160 Benmont Avenue, Bennington, Vermont, 05201-1803, USA and</p> <p>Location No. 464, VSC Chancellors Office, 575 Stone Cutters Way, Montpelier, Vermont, 05602, USA</p> <p>USD 50,000 annual aggregate for Data Service Provider - Business Interruption, Data Service Provider - Property Damage, Errors and Omissions, Off-Premises Service Interruption - Business Interruption, Off-Premises Service Interruption - Property Damage, Supply Chain and Unnamed Property, combined</p>
Green Coverage	USD 50,000 not to exceed 25% of the amount of the property damage loss
Gross Earnings	NOT COVERED
Gross Profits	NOT COVERED
Ingress/Egress	USD 500,000
Land and Water Clean Up Expense	USD 50,000 annual aggregate
Leased or Rented Equipment	USD 250,000 per item
Leasehold Interest	USD 250,000
Locks and Keys	USD 100,000
Logistics Extra Cost	USD 100,000
Money and Securities	USD 100,000
Motor Vehicle Coverage	USD 60,515
Musical Instruments	USD 1,060,210

Newly Acquired Property	USD 2,500,000
Off-Premises Service Interruption - Business Interruption	USD 500,000
Off-Premises Service Interruption - Property Damage	USD 500,000
Owned Network Interruption	Included in cyber event limit
Professional Fees	USD 100,000
Property Removed from a Location	Policy Limit
Protection and Preservation of Property - Business Interruption	Policy Limit
Protection and Preservation of Property - Property Damage	Policy Limit, not to exceed USD 250,000 for security costs
Rental Income	NOT COVERED
Research and Development	NOT COVERED
Soft Costs	USD 100,000
Supply Chain	USD 500,000
Tax Treatment	USD 100,000
Tenants Legal Liability	USD 100,000
Terrorism	USD 100,000 annual aggregate , not to exceed USD 100,000 annual aggregate for Flood and Property Removed from a Location combined
Terrorism: Supplemental United States Certified Act of Terrorism Endorsement(s)	USD 500,000,000 for property located in the United States of America
Transit	USD 500,000, not to exceed USD 250,000 for Business Interruption
Unnamed Property	USD 1,000,000
valuable papers and records	USD 500,000, not to exceed USD 10,000 per item for irreplaceable valuable papers and records

Education Endorsement

Emergency Evacuation Expense	USD 250,000
Fund Raising Expense	USD 100,000
Prizes and Giveaways	USD 100,000
Professional Employee Replacement Expense	USD 250,000
Research and Development Animals and Experiments	USD 250,000 for research animals, not to exceed USD 2,500 per animal USD 1,000,000 for research experiments
Students and Teachers Personal Property	USD 100,000, not to exceed USD 10,000 per student or teacher
Students and Teachers Relocation Expense	USD 250,000
Tuition and Fees	NOT COVERED

G. QUALIFYING PERIODS AND DEDUCTIBLES

QUALIFYING PERIODS

This Company will not be liable for loss or damage unless the Qualifying Period below is exceeded. When the Qualifying Period is exceeded, the loss will be calculated beginning from the time of loss or damage. The Qualifying Periods for the following coverages are as follows:

Communicable Disease - Property Damage and Communicable Disease - Business Interruption	48 hours
Data Restoration	48 hours
Data Service Provider - Property Damage and Data Service Provider - Business Interruption	24 hours
Off-Premises Service Interruption - Property Damage and Off-Premises Service Interruption - Business Interruption	24 hours
Owned Network Interruption	48 hours

DEDUCTIBLES

This Company will not be liable for loss or damage, including any insured Business Interruption loss, in any one **occurrence** until the amount of loss or damage exceeds the deductible amount shown below and then this Company will only be liable for its share of the loss or damage in excess of the deductible amount.

The following deductible amounts shall apply per **occurrence**, unless otherwise stated, for insured loss or damage under this Policy.

When two or more deductibles apply to a single **occurrence**, then no more than the largest deductible amount will apply. However, this Policy allows for the application of separate and distinct deductibles and deductibles for specific loss or damage as shown below.

When a day equivalent deductible is stated below it is calculated as follows. The 100% daily actual annual Business Interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where Business Interruption loss ensues, divided by the number of annual working days.

When a % percent deductible is stated below it is calculated as follows:

1. The value of property at the time such loss or damage at the **location** where loss or damage occurs, in accordance with the valuation section of this Policy.
2. The annual Business Interruption value that would have been earned at the **location** where loss or damage occurs plus that proportion of the 100% Business Interruption value at all other **locations** where Business Interruption loss ensues, in accordance with the Business Interruption section of this Policy (if any).

boiler and machinery	USD 25,000, except USD 50,000 for the following locations: Location No. 414, Vermont Technical College (Morrill Hall), 131 Judd Drive, Randolph Center, Vermont, 05061, USA and Location No. 432, Vermont Technical College (Morrill Addition - Clarke Hall), 211 South Randolph Road, Randolph Center, Vermont, 05061, USA
Computer Hardware, Phone Systems, Musical Instruments, Contractors Equipment and Motor Vehicle Coverage.	USD 5,000
earthquake	USD 50,000 per location

Flood	<p>USD 50,000 per location</p> <p>Except for the following:</p> <ol style="list-style-type: none"> USD 500,000 per location for the following locations: <ul style="list-style-type: none"> Location No. 001, Community College of VT, 324 Main Street, Bennington, Vermont, 05201-2195, USA; Location No. 108, Castleton University(Glenbrook Gym), 190 University Drive, Castleton, Vermont, 05735-4484, USA; Location No. 109, Castleton University (SHAPE (gym Addition), 190 University Drive, Castleton, Vermont, 05735-4484, USA; Location No. 141, Castleton University, Artificial Turf (behind 432 South Street), 432 South Street, Castleton, Vermont, 05735-4453, USA; Location No. 146, Castleton University, 160 Benmont Avenue, Bennington, Vermont, 05201-1803, USA; Location No. 308, NVU - Lyndon (Samuel Reed Hall Library), 1198 McGoff Hill, Lyndonville, Vermont, 05851, USA and Location No. 314, NVU - Lyndon (Wheelock Dormitory), 306 Lower Campus Road, Lyndonville, Vermont, 05851, USA USD 100,000 per location for the following locations: <ul style="list-style-type: none"> Location No. 326, NVU - Lyndon (Grange Building), 173 York Street, Lyndonville, Vermont, 05851-9120, USA and Location No. 464, VSC Chancellors Office, 575 Stone Cutters Way, Montpelier, Vermont, 05602, USA
Supply Chain	<p>USD 25,000 per location</p> <p>Except for property located in Wind Worldwide Zone, per Form No. Wind WW for wind and hail: 5% subject to a minimum of USD 100,000 per location</p>
water damage	<p>USD 50,000 per location, except USD 100,000 per location for the following locations:</p> <ul style="list-style-type: none"> Location No. 112, Castleton University (Leavenworth Hall), 6 Alumni Drive, Castleton, Vermont, 05735-4453, USA; Location No. 217, NVU - Johnson (Library Learning Ctr), 212 Pond Road, Johnson, Vermont, 05656-9898, USA; Location No. 407, Vermont Technical College (Green Hall), 150 Admin Drive, Randolph Center, Vermont, 05061, USA and Location No. 490, VTC Nursing/Telepresence, 65 Lawrence Place, Williston, Vermont, 05495-7165, USA
All Other Losses	USD 50,000

H. ADDITIONAL EXCLUSIONS

In addition to the exclusions elsewhere in this Policy, the following exclusions apply unless otherwise stated:

1. **Property Exclusion**

PROPERTY EXCLUDED is amended to include:

Sugar House, Vermont Technical College, Randolph Center, VT 05061
890 McGoff Hill, Lyndonville, VT 05851
Vermont Technical College, 44 Water Street, Randolph Center, VT, 05061
VTC Telepresence, St. Albans - Classrooms, 142 S Main St, Saint Albans, VT, 05478
Community College of VT, 142 South Main Street, Saint Albans, VT, 05478-1850
Vermont Technical College, Norwich Farm (Living Quarters), Norwich, VT, 05055-9569
Vermont Technical College, Norwich Farm, Remodeled Barn, Norwich, VT, 05055-9569
Vermont Technical College, Norwich Farm, Graduated Heifer Barn, Norwich, VT, 05055-9569
Vermont Technical College, Norwich Farm, Sand Shed, Norwich, VT, 05055-9569
Vermont Technical College, Norwich Farm, Dry Cow Shed, Norwich, VT, 05055-9569
Vermont Technical College, Norwich Farm, 40 Stall Dairy Barn, Norwich, VT, 05055-9569
Vermont Technical College, Norwich Farm, Dairy Plant/Commodity Shed, Norwich, VT, 05055-9569
Vermont Technical College, Norwich Farm, Trailer, Norwich, VT, 05055-9569

I. SPECIAL TERMS AND CONDITIONS

1. **Additional Named Insured - PRO 65 (04/15)**

The following are added as Additional Named Insured(s) on property described below, as their interest may appear:

<u>Additional Named Insured and Address</u>	<u>Location/Interest</u>
---	--------------------------

See attached Schedule of Additional Named Insured.

2. **Contractor's Equipment - PRO 12 (04/15)**

This Policy covers contractor's equipment consisting of the following:

<u>Manufacturer/Description</u>	<u>Serial/VIN Number</u>	<u>Value</u>
Schedule of Contractors' Equipment, Appendix A		\$945,000
		\$150,000 per item

Leased or Rented Equipment

The Company's maximum liability for any one loss under this Policy for Contractors' Equipment will not exceed \$945,000 per occurrence

Contractor's Equipment Valuation: On property insured under this coverage, the loss amount will not exceed the **actual cash value**.

3. Application of Flood and Wind and Hail Deductibles - PRO 149 (01/17)

If an **occurrence** involves loss or damage caused by or resulting from both:

- a) **wind** and hail; and
- b) **flood**;

Then:

- a) A specific **wind** and hail deductible; and
- b) A specific **flood** deductible;

Will apply separately to each **location**.

Such loss or damage will be adjusted separately and will be subject to its respective deductible.

4. Historical Replacement Cost - PRO 157 (01/17)

Applies at the following Locations:

117. Castleton State (Old Chapel), 17 Seminary Street, Castleton, VT, 05735
121. Castleton State (Woodruff Hall), 62 Alumni Drive, Castleton, VT, 05735
125. Castleton State (HopeHouse/Wellness Center), 112 College Drive, Castleton, VT, 05735
205. NVU - Johnson (Duranleau Barn), 105 Gillen Avenue, Johnson, VT, 05656-9898
402. Vermont Technical College (Allen House), 2900 Route 66, Randolph Center, VT, 05061
412. Vermont Technical College (Langevin Hall), 593 Furnace Street, Randolph Center, VT, 05061
417. Vermont Technical College (Old Dorm - Judd), 49 Judd Drive, Randolph Center, VT, 05061
431. Vermont Technical College (Red School House), 46 South Randolph Road, Randolph Center, VT, 05061

LOSS ADJUSTMENT AND SETTLEMENT, VALUATION, is amended to include:

With respect to buildings designated by a local, state, or federal authority to be of historical significance or of historical value, such rebuilding, repairing or replacement shall be with modern material, workmanship processes, technologies and designs, and shall not include the cost of re-creating outdated, archaic or antiquated materials, workmanship, processes, technologies, or designs, whether or not such cost otherwise would be covered under ADDITIONAL COVERAGES, Demolition and Increased Cost of Construction.

5. Motor Vehicle Coverage - PRO 141 (06/21)

This Policy covers motor vehicles, trucks and trailers owned, leased or rented by the Insured licensed for highway use.

PROPERTY EXCLUDED, item 7., is amended to:

7. Motor vehicles licensed for highway use except such motor vehicles owned, leased or rented by the Insured

Motor Vehicle Coverage Exclusion: With respect to Motor Vehicle Coverage, the following additional exclusions apply:

This Policy does not cover loss or damage resulting from:

- a) Collision; or
- b) Overturn;

While such motor vehicles, trucks, and trailers are being operated under their own power; or being towed (whether or not in motion at the time of loss).

Motor Vehicle Coverage Valuation: On property insured under this coverage, the loss amount will not exceed the **actual cash value**.

6. Motor Vehicle Coverage at the Insured's Locations - PRO 143 (06/21)

This Policy covers motor vehicles, trucks and trailers owned, leased or rented by the Insured licensed for highway use while at a **described location**.

PROPERTY EXCLUDED, item 7., is amended to:

7. Motor vehicles licensed for highway use except such motor vehicles owned, leased or rented by the Insured while at a **described location**.

Motor Vehicle Coverage Exclusion: With respect to Motor Vehicle Coverage, the following additional exclusions apply:

This Policy does not cover loss or damage resulting from:

- a) Collision; or
- b) Overturn;

While such motor vehicles, trucks, and trailers are being operated under their own power; or being towed (whether or not in motion at the time of loss).

Motor Vehicle Coverage Valuation: On property insured under this coverage, the loss amount will not exceed the **actual cash value**.

7. United States Certified Act of Terrorism - PRO 207 (01/20)

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of **terrorism** is declared null and void and it is agreed that a **Certified Act of Terrorism** under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy shall be considered **terrorism** within the terms of this Policy. Notwithstanding anything contained in this Policy to the contrary, this Policy provides coverage for direct physical loss or damage to insured property and any resulting BUSINESS INTERRUPTION loss, as provided in the Policy, caused by or resulting from a **Certified Act of Terrorism** only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this Policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this Policy is not recoverable under this Policy.

J. INDEX OF FORMS

The following forms are made part of this Policy:

<u>Title</u>	<u>Form No.</u>	<u>Edition</u>
Declarations Page	PRO DEC 4100	(01/24)
Declarations	PRO S-1 4100	(01/20)
Schedule of Contractors' Equipment, Appendix A		Version 001
Wind Worldwide Zone	Wind WW	(08/22)
All Risk Coverage	PRO AR 4100	(01/23)
Education Endorsement	PRO ED 4100	(01/22)
Supplemental United States Certified Act of Terrorism Endorsement	AFM 7312	(06/21)
Vermont Amendatory Endorsement	AFM 6401	(04/15)

SCHEDULE OF LOCATIONS

Location Schedule

Loc. No.	Title	Address
001	Community College of VT	324 Main Street, Bennington, Vermont, 05201-2195, USA
002	Community College of VT	10 Merchants Row, Middlebury, Vermont, 05753-1436, USA
003	Community College of VT	197 Harrel Street, Morrisville, Vermont, 05661-4491, USA
004	Community College of VT	100 Main Street, Newport, Vermont, 05855-4891, USA
006	Community College of VT	1197 Main Street, Saint Johnsbury, Vermont, 05819-2363, USA
007	Community College of VT, Billings Farm Industrial Park	145 Billings Farm Rd, White River Junction, Vermont, 05001-4620, USA
008	Community College of VT	660 Elm Street, Montpelier, Vermont, 05602-4001, USA
009	Community College of VT	1 Abenaki Way, Winooski, Vermont, 05404-2245, USA
010	Community College of VT	60 West Street, Rutland, Vermont, 05701-3448, USA
011	Community College of VT	41 Harmony Place, Brattleboro, Vermont, 05301-3016, USA
012	Community College of VT	91 North Main Street, St. Albans, Vermont, 05478, USA
013	Community College of VT	307 South Main St, Springfield, Vermont, 05478-6212, USA
101	Castleton University (Stafford Academic Ctr)	251 South Street, Castleton, Vermont, 05735-4453, USA
102	Castleton University (Adams Hall)	139 University Drive, Castleton, Vermont, 05663-1001, USA
103	Castleton University (Babcock Hall)	87 University Drive, Castleton, Vermont, 05735-4515, USA
104	Castleton University (Jeffords Science Center)	233 South Street, Castleton, Vermont, 05735-4453, USA
105	Castleton University (Campus Center)	49 University Drive, Castleton, Vermont, 05735-4515, USA
106	Castleton University (Ellis Hall)	314 South Street, Castleton, Vermont, 05735-4453, USA
107	Castleton University(Fine Arts Center)	45 Alumni Drive, Castleton, Vermont, 05735-4454, USA
108	Castleton University(Glenbrook Gym)	190 University Drive, Castleton, Vermont, 05735-4484, USA
109	Castleton University (SHAPE (gym) Addition)	190 University Drive, Castleton, Vermont, 05735-4484, USA

110	Castleton University (Haskell Hall)	141 University Drive, Castleton, Vermont, 05735-4484, USA
111	Castleton University (Huden Hall)	225 University Drive, Castleton, Vermont, 05735-4485, USA
113	Castleton University (Calvin Coolidge Library)	178 Alumni Drive, Castleton, Vermont, 05735-4453, USA
114	Castleton University (Morrill Hall)	220 University Drive, Castleton, Vermont, 05735-4453, USA
115	Castleton University (Moriarty House)	64 Seminary St, Castleton, Vermont, 05735-4453, USA
116	Castleton University (Observatory)	86 Seminary Street, Castleton, Vermont, 05735-4453, USA
117	Castleton University (Old Chapel)	71 Seminary Street, Castleton, Vermont, 05735-4453, USA
118	Castleton University (President's House)	119 Alumni Drive, Castleton, Vermont, 05735-4453, USA
119	Castleton University (Superior Boiler Room)	62 Alumni Drive, Castleton, Vermont, 05735-4453, USA
120	Castleton University (Wheeler Hall)	240 University Drive, Castleton, Vermont, 05735-4453, USA
121	Castleton University (Woodruff Hall)	62 Alumni Drive, Castleton, Vermont, 05735-4453, USA
122	Castleton University (Wooldridge House)	14 Elm Street, Castleton, Vermont, 05735-4453, USA
123	Castleton University (Wright House)	86 Seminary Street, Castleton, Vermont, 05735-4453, USA
124	Castleton University (Residence Hall and Fitness Center)	112 University Drive, Castleton, Vermont, 05735-4453, USA
125	Castleton University(HopeHous e/Wellness Center)	248 South St, Castleton, Vermont, 05735-9158, USA
126	Castleton University (North, Center & South Halls) 3 buildings	100, 104 & 108 University Drive, Castleton, Vermont, 05735-4453, USA
127	Castleton University (Chris White House)	119 South Street, Castleton, Vermont, 05735-4453, USA
128	Castleton University (Green House)	233 South Street, Castleton, Vermont, 05735-4453, USA
130	Castleton University (Spartan Arena)	100 Diamond Run Place, Rutland, Vermont, 05735-4453, USA
131	Castleton University (Granger House)	30 Seminary Street, Castleton, Vermont, 05735-4453, USA
132	Castleton University - Reinfurt Cottage	36 Seminary Street, Castleton, Vermont, 05735-4453, USA
133	Castleton University (Hoff Hall)	338 South St, Castleton, Vermont, 05735-4452, USA
134	CastletonUniversity, Athletic Facility (Stadium/Bleachers)	432 South Street, Castleton, Vermont, 05735-9258, USA

135	CastletonUniversity (Maintenance Building)	573 South Street, Castleton, Vermont, 05735-4453, USA
136	Castleton University (Pavilion Building)	360 South Street, Castleton, Vermont, 05735-4453, USA
141	Castleton University, Artificial Turf (behind 432 South Street)	432 South Street, Castleton, Vermont, 05735-4453, USA
142	Castleton University (Foley Hall-Leased)	87 West Street, Rutland, Vermont, 05701-3439, USA
144	Castleton University - Butternut Inn - Student Housing	63 Weathervane Drive, Killington, Vermont, 05751-9816, USA
145	Castleton University - High Ridge Condo- Classroom	184 High Ridge Rd, Killington, Vermont, 05751-9616, USA
146	Castleton University	160 Benmont Avenue, Bennington, Vermont, 05201-1803, USA
201	NVU - Johnson (Arthur Hall)	415 College Hill, Johnson, Vermont, 05656-9898, USA
202	NVU - Johnson (Bentley Hall)	200 Pond Road, Johnson, Vermont, 05656-9898, USA
203	NVU - Johnson (Campus Apartments)	988 College Hill, Johnson, Vermont, 05656-9898, USA
204	NVU - Johnson (Dibden Auditorium)	170 Pond Road, Johnson, Vermont, 05656-9898, USA
205	NVU - Johnson (Duranleau Barn)	105 Gillen Avenue, Johnson, Vermont, 05656-9898, USA
206	NVU - Johnson (Governors Hall)	505 College Hill, Johnson, Vermont, 05656-9898, USA
207	NVU - Johnson (Carter Gymnasium)	238 Pond Road, Johnson, Vermont, 05656-9898, USA
208	NVU - Johnson (Dewey Campus Ctr)	98 Pond Road, Johnson, Vermont, 05656-9898, USA
209	NVU - Johnson (Martinetti Hall)	383 College Hill, Johnson, Vermont, 05656-9898, USA
210	NVU - Johnson (McClelland Hall)	131 College Hill, Johnson, Vermont, 05656-9898, USA
211	NVU - Johnson (Garage)	882 College Hill, Johnson, Vermont, 05656-9898, USA
212	NVU - Johnson (Maintenance Bldg)	882 College Hill, Johnson, Vermont, 05656-9898, USA
213	NVU - Johnson (President's House)	155 College Hill, Johnson, Vermont, 05656-9898, USA
214	NVU - Johnson (Senators Hall)	513 College Hill, Johnson, Vermont, 05656-9898, USA
215	NVU - Johnson (Stearns Dining Hall)	457 College Hill, Johnson, Vermont, 05656-9898, USA
216	NVU - Johnson (Visual Arts Ctr)	669 College Hill, Johnson, Vermont, 05656-9898, USA
218	NVU - Johnson (Fuel Storage Tank)	882 College Hill, Johnson, Vermont, 05656-9898, USA

219	NVU - Johnson (Shop Storage)	882 College Hill, Johnson, Vermont, 05656-9898, USA
220	NVU - Johnson (Water Tower)	337 College Hill, Johnson, Vermont, 05656-9898, USA
221	NVU - Johnson (Farm House Duranleau)	105 Gillen Avenue, Johnson, Vermont, 05656-9898, USA
222	NVU - Johnson (Hazardous Material Storage Shed)	882 College Hill, Johnson, Vermont, 05656-9898, USA
301	NVU - Lyndon (Activities Building/Thaddeus Science)	1001 College Rd, Lyndonville, Vermont, 05851-4001, USA
302	NVU - Lyndon (Rita Bole Ctr Shape)	1077 College Road, Lyndonville, Vermont, 05851, USA
303	NVU - Lyndon (Bus Garage)	1041 McGoff Hill, Lyndonville, Vermont, 05851, USA
305	NVU - Lyndon (Stevens Dining Hall)	1186 McGoff Hill, Lyndonville, Vermont, 05851, USA
306	NVU - Lyndon (Brown house)	114 Vail Drive, Lyndonville, Vermont, 05851, USA
307	NVU - Lyndon (Harvey Academic Ctr)	308 Lower Campus Drive, Lyndonville, Vermont, 05851, USA
308	NVU - Lyndon (Samuel Reed Hall Library)	1198 McGoff Hill, Lyndonville, Vermont, 05851, USA
309	NVU - Lyndon (Maintenance Shop)	1041 McGoff Hill, Lyndonville, Vermont, 05851, USA
310	NVU - Lyndon (President's House)	435 Heath Road, Lyndonville, Vermont, 05851, USA
311	NVU - Lyndon (Storage Bldg)	1041 McGoff Hill, Lyndonville, Vermont, 05851-9213, USA
312	NVU - Lyndon (Transmitter House)	435 Heath Road, Lyndonville, Vermont, 05851, USA
313	NVU - Lyndon (Theodore Vail Ctr)	1001 College Road, Lyndonville, Vermont, 05851, USA
314	NVU - Lyndon (Wheelock Dormitory)	306 Lower Campus Road, Lyndonville, Vermont, 05851, USA
315	NVU - Lyndon (Alumni House)	1078 College Road, Lyndonville, Vermont, 05851, USA
316	NVU - Lyndon (Arnold/Bayley Dorm Complex)	1147 & 1146 McGoff Hill, Lyndonville, Vermont, 05851, USA
317	NVU - Lyndon (Rogers/Poland Dorm Complex)	1144 & 1142 McGoff Hill, Lyndonville, Vermont, 05851, USA
318	NVU - Lyndon (Crevecoeur/Whitela w Dorm Complex)	1143 & 1145 McGoff Hill, Lyndonville, Vermont, 05851, USA
319	NVU - Lyndon (Gray House)	180 Vail Drive, Lyndonville, Vermont, 05851, USA

320	NVU - Lyndon (Rita Bole)	252 Lower Campus Drive, Lyndonville, Vermont, 05851, USA
321	NVU - Lyndon (Ball Field Service Bldg)	913 College Road, Lyndonville, Vermont, 05851, USA
322	NVU - Lyndon (Academic and Student Center)	1001 College Road, Lyndonville, Vermont, 05851, USA
326	NVU - Lyndon (Grange Building)	173 York Street, Lyndonville, Vermont, 05851-9120, USA
328	NVU - Lyndon - Leased Space	930 Broad Street, Lyndonville, Vermont, 05851-9294, USA
401	Vermont Technical College (Admin Ctr)	124 Admin Drive, Randolph Center, Vermont, 05061, USA
402	Vermont Technical College (Allen House)	2900 Route 66, Randolph Center, Vermont, 05061, USA
403	Vermont Technical College (Auto Tech)	293 Admin Drive, Randolph Center, Vermont, 05061, USA
404	Vermont Technical College (Boiler Plant/ Maintenance)	251 Admin Drive, Randolph Center, Vermont, 05061, USA
405	Vermont Technical College (Building Trades)	293 Admin Drive, Randolph Center, Vermont, 05061, USA
406	Vermont Technical College (Conant Hall)	81 Judd Drive, Randolph Center, Vermont, 05061, USA
408	Vermont Technical College (Hartness Library)	217 Morey Drive, Randolph Center, Vermont, 05061, USA
409	Vermont Technical College (Generator Building)	177 Admin Drive, Randolph Center, Vermont, 05061, USA
410	Vermont Technical College (Judd Hall)	113 Judd Drive, Randolph Center, Vermont, 05061, USA
411	Vermont Technical College (Keenan Hall)	39 Morey Drive, Randolph Center, Vermont, 05061, USA
412	Vermont Technical College (Langevin Hall)	593 Furnance Street, Randolph Center, Vermont, 05061-9465, USA
413	Vermont Technical College (Morey Hall)	41 Morey Drive, Randolph Center, Vermont, 05061, USA
414	Vermont Technical College (Morrill Hall)	131 Judd Drive, Randolph Center, Vermont, 05061, USA
415	Vermont Technical College (Nutting Hall)	284 Admin Drive, Randolph Center, Vermont, 05061, USA
416	Vermont Technical College (Nutting House)	177 Water St, Randolph Center, Vermont, 05061-9403, USA

417	Vermont Technical College (Old Dorm - Judd)	49 Judd Drive, Randolph Center, Vermont, 05061, USA
418	Vermont Technical College (President's House)	363 South Randolph Road, Randolph Center, Vermont, 05061, USA
419	Vermont Technical College (SHAPE/Campus Center)	314 Admin Drive, Randolph Center, Vermont, 05061, USA
420	Vermont Technical College (Maintenance Storage)	251 Admin Drive, Randolph Center, Vermont, 05061, USA
421	Vermont Technical College(Main Barn)	178 Water Street, Randolph Center, Vermont, 05061, USA
422	Vermont Technical College (Heifer Barn)	178 Water Street, Randolph Center, Vermont, 05061, USA
423	Vermont Technical College(Livestock Barn)	178 Water Street, Randolph Center, Vermont, 05061, USA
424	Vermont Technical College(Hay Barn)	178 Water Street, Randolph Center, Vermont, 05061, USA
425	Vermont Technical College(Machinery Shed)	178 Water Street, Randolph Center, Vermont, 05061, USA
426	Vermont Technical College (Silo-Cement)	178 Water Street, Randolph Center, Vermont, 05061, USA
427	Vermont Technical College (Silo-Fiberglass)	178 Water Street, Randolph Center, Vermont, 05061, USA
428	Vermont Technical College (Silo H1 Harvester)	178 Water Street, Randolph Center, Vermont, 05061, USA
429	Vermont Technical College (Silo H2 Harvester)	178 Water Street, Randolph Center, Vermont, 05061, USA
430	Vermont Technical College (Silo Shed)	178 Water Street, Randolph Center, Vermont, 05061, USA
431	Vermont Technical College (Red School House)	46 South Randolph Road, Randolph Center, Vermont, 05061, USA
432	Vermont Technical College (Morrill Addition - Clarke Hall)	211 South Randolph Road, Randolph Center, Vermont, 05061, USA
433	Vermont Technical College (Solar Barn)	178 Water Street, Randolph Center, Vermont, 05061, USA
434	Vermont Technical College(Water Tower)	442 South Randolph Road, Randolph Center, Vermont, 05061, USA
435	Vermont Technical College (Windmill)	178 Water Street, Randolph Center, Vermont, 05061, USA

436	Vermont Technical College (Redstone Lease)	2281 VT Route 66, Randolph Center, Vermont, 05061, USA
437	Vermont Technical College - Burn Simultor Building	178 Water Street, Randolph Center, Vermont, 05061, USA
450	Vermont Technical College, Pond Liner	178 Water St, Randolph Center, Vermont, 05061-9417, USA
451	Blair Park, VTC Site Williston VT Williston (Campus) North	65 Lawrence Place, Williston, Vermont, 05495-9640, USA
452	Blair Park, VTC Site Williston VT (Campus) South	211 Lawrence Place, Williston, Vermont, 05495-7166, USA
453	Blair Park, VTC Site Williston VT (Campus) East	285 Lawrence Place, Williston, Vermont, 05495-7166, USA
454	Blair Park, VTC Site Williston VT Williston (Campus) West	141 Lawrence Place, Williston, Vermont, 05495-7165, USA
457	VTC (VT Tech Enterprise Center, bldg #2)	1538 VT Route 66, Randolph Center, Vermont, 05061-9683, USA
461	VTC	72 Helena Drive, Williston, Vermont, 05495-9404, USA
462	VTC	5667 Route 2, Williston, Vermont, 05468-4173, USA
464	VSC Chancellors Office	575 Stone Cutters Way, Montpelier, Vermont, 05602, USA
465	VSC	1502-1735-1750 Baker Road, Eden, Vermont, 05652-9787, USA
467	Vermont Technical College (Digester Building)	165 Admin Drive, Randolph Center, Vermont, 05061, USA
468	Vermont Technical College (Digester Tank)	165 Admin Drive, Randolph Center, Vermont, 05061, USA
469	Vermont Technical College (Hydrolyzer Tank)	165 Admin Drive, Randolph Center, Vermont, 05061, USA
470	Vermont Technical College (Effluent Tank)	165 Admin Drive, Randolph Center, Vermont, 05061, USA
471	VTC Nursing Program, Thompson School	41 Harmony Place, Brattleboro, Vermont, 05301-3016, USA
473	VTC Telepresence - Brattleboro (Leased Space)	41 Harmony Place, Brattleboro, Vermont, 05301, USA
474	VTC Telepresence, White River Jct (Classroom)	145 Billings Farm Rd, Wilder, Vermont, 05461, USA

475	VTC Nursing/ Telepresence, Middlebury - Hannaford Tech Ct.	51 Charles Avenue, Middlebury, Vermont, 05753, USA
476	VTC Nursin / Telepresence, Newport	100 Main Street, Newport, Vermont, 05855-4891, USA
477	VTC Telepresence, Randolph Ctr - Clarke Hall	211 South Randolph Road, Randolph Center, Vermont, 05051, USA
479	VTC Telepresence, Rutland - Stafford Tech.	8 Stratton Rd, Rutland, Vermont, 05701, USA
480	VTC Telepresence, Lyndon - ASAC 309	1001 College Road, Lyndonville, Vermont, 05851, USA
481	VTC Nursing/Lyndon	1001 College Road, Lyndonville, Vermont, 05851, USA
485	VTC Nursing/ Telepresence, Bennington	105 Union St, Bennington, Vermont, 05201-2406, USA
486	VTC Nursing/ Telepresence	97 North Main Street, Saint Albans, Vermont, 05478-2173, USA
487	VTC Nursing	337 College Hill Road, Johnson, Vermont, 05656-9898, USA
488	VTC Nursing/Telepresence	44 South Main St, Randolph, Vermont, 05060-1381, USA
489	VTC Nursing Lab	60 West St, Rutland, Vermont, 05701-3448, USA
491	Tech Vault	21 Gregory Drive, South Burlington, Vermont, 05403, USA

SCHEDULE OF SUB-LIMITED LOCATIONS

Sub-Limited Location Schedule

Loc. No.	Title	Address
112	Castleton University (Leavenworth Hall)	6 Alumni Drive, Castleton, Vermont, 05735-4453, USA
Sub-limit of liability: Location Limit		USD 11,457,000
217	NVU - Johnson (Library Learning Ctr)	212 Pond Road, Johnson, Vermont, 05656-9898, USA
Sub-limit of liability: Location Limit		USD 17,153,797
407	Vermont Technical College (Green Hall)	150 Admin Drive, Randolph Center, Vermont, 05061, USA
Sub-limit of liability: Location Limit		USD 10,800,000
490	VTC Nursing/Telepresence	65 Lawrence Place, Williston, Vermont, 05495-7165, USA
Sub-limit of liability: Location Limit		USD 572,475

SCHEDULE OF ADDITIONAL NAMED INSURED

<u>Additional Named Insured and Address</u>	<u>Location/Interest</u>
Castleton University 62 Alumni Drive Castleton, Vermont, 05735 United States of America	Location No. 101, Castleton University (Stafford Academic Ctr), 251 South Street, Castleton, Vermont, 05735-4453, USA Location No. 102, Castleton University (Adams Hall), 139 University Drive, Castleton, Vermont, 05663-1001, USA Location No. 103, Castleton University (Babcock Hall), 87 University Drive, Castleton, Vermont, 05735-4515, USA Location No. 104, Castleton University (Jeffords Science Center), 233 South Street, Castleton, Vermont, 05735-4453, USA Location No. 105, Castleton University (Campus Center), 49 University Drive, Castleton, Vermont, 05735-4515, USA Location No. 106, Castleton University (Ellis Hall), 314 South Street, Castleton, Vermont, 05735-4453, USA Location No. 107, Castleton University (Fine Arts Center), 45 Alumni Drive, Castleton, Vermont, 05735-4454, USA Location No. 108, Castleton University (Glenbrook Gym), 190 University Drive, Castleton, Vermont, 05735-4484, USA Location No. 109, Castleton University (SHAPE (gym) Addition), 190 University Drive, Castleton, Vermont, 05735-4484, USA Location No. 110, Castleton University (Haskell Hall), 141 University Drive, Castleton, Vermont, 05735-4484, USA Location No. 111, Castleton University (Huden Hall), 225 University Drive, Castleton, Vermont, 05735-4485, USA Location No. 113, Castleton University (Calvin Coolidge Library), 178 Alumni Drive, Castleton, Vermont, 05735-4453, USA

Location No. 114, Castleton University (Morrill Hall), 220 University Drive, Castleton, Vermont, 05735-4453, USA

Location No. 115, Castleton University (Moriarty House), 64 Seminary St, Castleton, Vermont, 05735-4453, USA

Location No. 116, Castleton University (Observatory), 86 Seminary Street, Castleton, Vermont, 05735-4453, USA

Location No. 117, Castleton University (Old Chapel), 71 Seminary Street, Castleton, Vermont, 05735-4453, USA

Location No. 118, Castleton University (President's House), 119 Alumni Drive, Castleton, Vermont, 05735-4453, USA

Location No. 119, Castleton University (Superior Boiler Room), 62 Alumni Drive, Castleton, Vermont, 05735-4453, USA

Location No. 120, Castleton University (Wheeler Hall), 240 University Drive, Castleton, Vermont, 05735-4453, USA

Location No. 121, Castleton University (Woodruff Hall), 62 Alumni Drive, Castleton, Vermont, 05735-4453, USA

Location No. 122, Castleton University (Wooldridge House), 14 Elm Street, Castleton, Vermont, 05735-4453, USA

Location No. 123, Castleton University (Wright House), 86 Seminary Street, Castleton, Vermont, 05735-4453, USA

Location No. 124, Castleton University (Residence Hall and Fitness Center), 112 University Drive, Castleton, Vermont, 05735-4453, USA

Location No. 125, Castleton University(HopeHouse/Wellness Center), 248 South St, Castleton, Vermont, 05735-9158, USA

Location No. 126, Castleton University (North, Center & South Halls) 3 buildings, 100, 104 & 108 University Drive, Castleton, Vermont, 05735-4453, USA

Location No. 127, Castleton University (Chris White House), 119 South Street, Castleton, Vermont, 05735-4453, USA

Location No. 128, Castleton University (Green House), 233 South Street, Castleton, Vermont, 05735-4453, USA

Location No. 130, Castleton University (Spartan Arena), 100 Diamond Run Place, Rutland, Vermont, 05735-4453, USA

Location No. 131, Castleton University (Granger House), 30 Seminary Street, Castleton, Vermont, 05735-4453, USA

Location No. 132, Castleton University - Reinfurt Cottage, 36 Seminary Street, Castleton, Vermont, 05735-4453, USA

Location No. 133, Castleton University (Hoff Hall), 338 South St, Castleton, Vermont, 05735-4452, USA

Location No. 134, Castleton University, Athletic Facility (Stadium/Bleachers), 432 South Street, Castleton, Vermont, 05735-9258, USA

Location No. 135, Castleton University (Maintenance Building), 573 South Street, Castleton, Vermont, 05735-4453, USA

Location No. 136, Castleton University (Pavilion Building), 360 South Street, Castleton, Vermont, 05735-4453, USA

Location No. 141, Castleton University, Artificial Turf (behind 432 South Street), 432 South Street, Castleton, Vermont, 05735-4453, USA

Location No. 142, Castleton University (Foley Hall-Leased), 87 West Street, Rutland, Vermont, 05701-3439, USA

Community College of Vermont
600 Elm Street
Montpelier, Vermont, 05602
United States of America

Location No. 001, Community College of VT, 324 Main
Street, Bennington, Vermont, 05201-2195, USA

Location No. 002, Community College of VT, 10
Merchants Row, Middlebury, Vermont, 05753-1436, USA

Location No. 003, Community College of VT, 197 Harrel
Street, Morrisville, Vermont, 05661-4491, USA

Location No. 004, Community College of VT, 100 Main
Street, Newport, Vermont, 05855-4891, USA

Location No. 006, Community College of VT, 1197 Main
Street, Saint Johnsbury, Vermont, 05819-2363, USA

Location No. 007, Community College of VT, Billings
Farm Industrial Park, 145 Billings Farm Rd, White River
Junction, Vermont, 05001-4620, USA

Location No. 008, Community College of VT, 660 Elm
Street, Montpelier, Vermont, 05602-4001, USA

Location No. 009, Community College of VT, 1 Abenaki
Way, Winooski, Vermont, 05404-2245, USA

Location No. 010, Community College of VT, 60 West
Street, Rutland, Vermont, 05701-3448, USA

Location No. 011, Community College of VT, 41 Harmony
Place, Brattleboro, Vermont, 05301-3016, USA

Northern Vermont University - Johnson
337 College Hill Road
Johnson, Vermont, 05656
United States of America

Location No. 201, NVU - Johnson (Arthur Hall), 415
College Hill, Johnson, Vermont, 05656-9898, USA

Location No. 202, NVU - Johnson (Bentley Hall), 200 Pond
Road, Johnson, Vermont, 05656-9898, USA

Location No. 203, NVU - Johnson (Campus Apartments),
988 College Hill, Johnson, Vermont, 05656-9898, USA

Location No. 204, NVU - Johnson (Dibden Auditorium),
170 Pond Road, Johnson, Vermont, 05656-9898, USA

Location No. 205, NVU - Johnson (Duranleau Barn), 105
Gillen Avenue, Johnson, Vermont, 05656-9898, USA

Location No. 206, NVU - Johnson (Governors Hall), 505
College Hill, Johnson, Vermont, 05656-9898, USA

Location No. 207, NVU - Johnson (Carter Gymnasium),
238 Pond Road, Johnson, Vermont, 05656-9898, USA

Location No. 208, NVU - Johnson (Dewey Campus Ctr), 98
Pond Road, Johnson, Vermont, 05656-9898, USA

Location No. 209, NVU - Johnson (Martinetti Hall), 383
College Hill, Johnson, Vermont, 05656-9898, USA

Location No. 210, NVU - Johnson (McClelland Hall), 131
College Hill, Johnson, Vermont, 05656-9898, USA

Location No. 211, NVU - Johnson (Garage), 882 College
Hill, Johnson, Vermont, 05656-9898, USA

Location No. 212, NVU - Johnson (Maintenance Bldg), 882
College Hill, Johnson, Vermont, 05656-9898, USA

Location No. 213, NVU - Johnson (President's House), 155
College Hill, Johnson, Vermont, 05656-9898, USA

Location No. 214, NVU - Johnson (Senators Hall), 513
College Hill, Johnson, Vermont, 05656-9898, USA

Location No. 215, NVU - Johnson (Stearns Dining Hall),
457 College Hill, Johnson, Vermont, 05656-9898, USA

Location No. 216, NVU - Johnson (Visual Arts Ctr), 669
College Hill, Johnson, Vermont, 05656-9898, USA

Location No. 218, NVU - Johnson (Fuel Storage Tank), 882
College Hill, Johnson, Vermont, 05656-9898, USA

Location No. 219, NVU - Johnson (Shop Storage), 882
College Hill, Johnson, Vermont, 05656-9898, USA

Location No. 220, NVU - Johnson (Water Tower), 337
College Hill, Johnson, Vermont, 05656-9898, USA

Location No. 221, NVU - Johnson (Farm House
Duranleau), 105 Gillen Avenue, Johnson, Vermont, 05656-
9898, USA

Location No. 222, NVU - Johnson (Hazardous Material
Storage Shed), 882 College Hill, Johnson, Vermont, 05656-
9898, USA

Northern Vermont University - Lyndon
1001 College Road
Lyndonville, Vermont, 05851
United States of America

Location No. 301, NVU - Lyndon (Activities
Building/Thaddeus Science), 1001 College Rd,
Lyndonville, Vermont, 05851-4001, USA

Location No. 302, NVU - Lyndon (Rita Bole Ctr Shape),
1077 College Road, Lyndonville, Vermont, 05851, USA

Location No. 303, NVU - Lyndon (Bus Garage), 1041
McGoff Hill, Lyndonville, Vermont, 05851, USA

Location No. 305, NVU - Lyndon (Stevens Dining Hall),
1186 McGoff Hill, Lyndonville, Vermont, 05851, USA

Location No. 306, NVU - Lyndon (Brown house), 114
Vail Drive, Lyndonville, Vermont, 05851, USA

Location No. 307, NVU - Lyndon (Harvey Academic Ctr),
308 Lower Campus Drive, Lyndonville, Vermont, 05851,
USA

Location No. 308, NVU - Lyndon (Samuel Reed Hall
Library), 1198 McGoff Hill, Lyndonville, Vermont, 05851,
USA

Location No. 309, NVU - Lyndon (Maintenance Shop),
1041 McGoff Hill, Lyndonville, Vermont, 05851, USA

Location No. 310, NVU - Lyndon (President's House), 435
Heath Road, Lyndonville, Vermont, 05851, USA

Location No. 311, NVU - Lyndon (Storage Bldg), 1041
McGoff Hill, Lyndonville, Vermont, 05851-9213, USA

Location No. 312, NVU - Lyndon (Transmitter House), 435
Heath Road, Lyndonville, Vermont, 05851, USA

Location No. 313, NVU - Lyndon (Theodore Vail Ctr),
1001 College Road, Lyndonville, Vermont, 05851, USA

Location No. 314, NVU - Lyndon (Wheelock Dormitory),
306 Lower Campus Road, Lyndonville, Vermont, 05851,
USA

Location No. 315, NVU - Lyndon (Alumni House), 1078
College Road, Lyndonville, Vermont, 05851, USA

Location No. 316, NVU - Lyndon (Arnold/Bayley Dorm Complex), 1147 & 1146 McGoff Hill, Lyndonville, Vermont, 05851, USA

Location No. 317, NVU - Lyndon (Rogers/Poland Dorm Complex), 1144 & 1142 McGoff Hill, Lyndonville, Vermont, 05851, USA

Location No. 318, NVU - Lyndon (Crevecœur/Whitelaw Dorm Complex), 1143 & 1145 McGoff Hill, Lyndonville, Vermont, 05851, USA

Location No. 319, NVU - Lyndon (Gray House), 180 Vail Drive, Lyndonville, Vermont, 05851, USA

Location No. 320, NVU - Lyndon (Rita Bole), 252 Lower Campus Drive, Lyndonville, Vermont, 05851, USA

Location No. 321, NVU - Lyndon (Ball Field Service Bldg), 913 College Road, Lyndonville, Vermont, 05851, USA

Location No. 322, NVU - Lyndon (Academic and Student Center), 1001 College Road, Lyndonville, Vermont, 05851, USA

Location No. 326, NVU - Lyndon (Grange Building), 173 York Street, Lyndonville, Vermont, 05851-9120, USA

Location No. 328, NVU - Lyndon - Leased Space, 930 Broad Street, Lyndonville, Vermont, 05851-9294, USA

Vermont Technical College
124 Administrative Drive
Randolph Center, Vermont, 05061
United States of America

Location No. 401, Vermont Technical College (Admin Ctr),
124 Admin Drive, Randolph Center, Vermont, 05061, USA

Location No. 402, Vermont Technical College (Allen
House), 2900 Route 66, Randolph Center, Vermont, 05061,
USA

Location No. 403, Vermont Technical College (Auto Tech),
293 Admin Drive, Randolph Center, Vermont, 05061, USA

Location No. 404, Vermont Technical College (Boiler
Plant/ Maintenance), 251 Admin Drive, Randolph Center,
Vermont, 05061, USA

Location No. 405, Vermont Technical College (Building
Trades), 293 Admin Drive, Randolph Center, Vermont,
05061, USA

Location No. 406, Vermont Technical College (Conant
Hall), 81 Judd Drive, Randolph Center, Vermont, 05061,
USA

Location No. 408, Vermont Technical College (Hartness
Library), 217 Morey Drive, Randolph Center, Vermont,
05061, USA

Location No. 409, Vermont Technical College (Generator
Building), 177 Admin Drive, Randolph Center, Vermont,
05061, USA

Location No. 410, Vermont Technical College (Judd Hall),
113 Judd Drive, Randolph Center, Vermont, 05061, USA

Location No. 411, Vermont Technical College (Keenan
Hall), 39 Morey Drive, Randolph Center, Vermont, 05061,
USA

Location No. 412, Vermont Technical College (Langevin
Hall), 593 Furnance Street, Randolph Center, Vermont,
05061-9465, USA

Location No. 413, Vermont Technical College (Morey
Hall), 41 Morey Drive, Randolph Center, Vermont, 05061,
USA

Location No. 414, Vermont Technical College (Morrill
Hall), 131 Judd Drive, Randolph Center, Vermont, 05061,
USA

Location No. 415, Vermont Technical College (Nutting Hall), 284 Admin Drive, Randolph Center, Vermont, 05061, USA

Location No. 416, Vermont Technical College (Nutting House), 177 Water St, Randolph Center, Vermont, 05061-9403, USA

Location No. 417, Vermont Technical College (Old Dorm - Judd), 49 Judd Drive, Randolph Center, Vermont, 05061, USA

Location No. 418, Vermont Technical College (President's House), 363 South Randolph Road, Randolph Center, Vermont, 05061, USA

Location No. 419, Vermont Technical College (SHAPE/Campus Center), 314 Admin Drive, Randolph Center, Vermont, 05061, USA

Location No. 420, Vermont Technical College (Maintenance Storage), 251 Admin Drive, Randolph Center, Vermont, 05061, USA

Location No. 421, Vermont Technical College(Main Barn), 178 Water Street, Randolph Center, Vermont, 05061, USA

Location No. 422, Vermont Technical College (Heifer Barn), 178 Water Street, Randolph Center, Vermont, 05061, USA

Location No. 423, Vermont Technical College(Livestock Barn), 178 Water Street, Randolph Center, Vermont, 05061, USA

Location No. 424, Vermont Technical College(Hay Barn), 178 Water Street, Randolph Center, Vermont, 05061, USA

Location No. 425, Vermont Technical College(Machinery Shed), 178 Water Street, Randolph Center, Vermont, 05061, USA

Location No. 426, Vermont Technical College (Silo-Cement), 178 Water Street, Randolph Center, Vermont, 05061, USA

Location No. 427, Vermont Technical College (Silo-Fiberglass), 178 Water Street, Randolph Center, Vermont, 05061, USA

Location No. 428, Vermont Technical College (Silo H1 Harvester), 178 Water Street, Randolph Center, Vermont, 05061, USA

Location No. 429, Vermont Technical College (Silo H2 Harvester), 178 Water Street, Randolph Center, Vermont, 05061, USA

Location No. 430, Vermont Technical College (Silo Shed), 178 Water Street, Randolph Center, Vermont, 05061, USA

Location No. 431, Vermont Technical College (Red School House), 46 South Randolph Road, Randolph Center, Vermont, 05061, USA

Location No. 432, Vermont Technical College (Morrill Addition - Clarke Hall), 211 South Randolph Road, Randolph Center, Vermont, 05061, USA

Location No. 433, Vermont Technical College (Solar Barn), 178 Water Street, Randolph Center, Vermont, 05061, USA

Location No. 434, Vermont Technical College (Water Tower), 442 South Randolph Road, Randolph Center, Vermont, 05061, USA

Location No. 435, Vermont Technical College (Windmill), 178 Water Street, Randolph Center, Vermont, 05061, USA

Location No. 436, Vermont Technical College (Redstone Lease), 2281 VT Route 66, Randolph Center, Vermont, 05061, USA

Location No. 437, Vermont Technical College - Burn Simultor Building, 178 Water Street, Randolph Center, Vermont, 05061, USA

Location No. 450, Vermont Technical College, Pond Liner, 178 Water St, Randolph Center, Vermont, 05061-9417, USA

Location No. 451, Blair Park, VTC Site Williston VT Williston (Campus) North, 65 Lawrence Place, Williston, Vermont, 05495-9640, USA

Location No. 452, Blair Park, VTC Site Williston VT
(Campus) South, 211 Lawrence Place, Williston, Vermont,
05495-7166, USA

Location No. 453, Blair Park, VTC Site Williston VT
(Campus) East, 285 Lawrence Place, Williston, Vermont,
05495-7166, USA

Location No. 454, Blair Park, VTC Site Williston VT
Williston (Campus) West, 141 Lawrence Place, Williston,
Vermont, 05495-7165, USA

Location No. 457, VTC (VT Tech Enterprise Center, bldg
#2), 1538 VT Route 66, Randolph Center, Vermont, 05061-
9683, USA

Location No. 461, VTC, 72 Helena Drive, Williston,
Vermont, 05495-9404, USA

Location No. 462, VTC, 5667 Route 2, Williston, Vermont,
05468-4173, USA

Location No. 467, Vermont Technical College (Digester
Building), 165 Admin Drive, Randolph Center, Vermont,
05061, USA

Location No. 468, Vermont Technical College (Digester
Tank), 165 Admin Drive, Randolph Center, Vermont,
05061, USA

Location No. 469, Vermont Technical College (Hydrolyzer
Tank), 165 Admin Drive, Randolph Center, Vermont,
05061, USA

Location No. 470, Vermont Technical College (Effluent
Tank), 165 Admin Drive, Randolph Center, Vermont,
05061, USA

Location No. 471, VTC Nursing Program, Thompson
School, 41 Harmony Place, Brattleboro, Vermont, 05301-
3016, USA

Location No. 473, VTC Telepresence - Brattleboro (Leased
Space), 41 Harmony Place, Brattleboro, Vermont, 05301,
USA

Location No. 474, VTC Telepresence, White River Jct
(Classroom), 145 Billings Farm Rd, Wilder, Vermont,
05461, USA

Location No. 475, VTC Nursing/ Telepresence, Middlebury
- Hannaford Tech Ct., 51 Charles Avenue, Middlebury,
Vermont, 05753, USA

Location No. 476, VTC Nursin / Telepresence, Newport,
100 Main Street, Newport, Vermont, 05855-4891, USA

Location No. 477, VTC Telepresence, Randolph Ctr -
Clarke Hall, 211 South Randolph Road, Randolph Center,
Vermont, 05051, USA

Location No. 479, VTC Telepresence, Rutland - Stafford
Tech., 8 Stratton Rd, Rutland, Vermont, 05701, USA

Location No. 480, VTC Telepresence, Lyndon - ASAC
309, 1001 College Road, Lyndonville, Vermont, 05851,
USA

Location No. 481, VTC Nursing/Lyndon, 1001 College
Road, Lyndonville, Vermont, 05851, USA

Location No. 485, VTC Nursing/ Telepresence,
Bennington, 105 Union St, Bennington, Vermont, 05201-
2406, USA

Location No. 486, VTC Nursing/ Telepresence, 97 North
Main Street, Saint Albans, Vermont, 05478-2173, USA



SCHEDULE OF CONTRACTORS' EQUIPMENT, APPENDIX A

<u>Item number</u>	<u>Description</u>	<u>ID/Serial number</u>	<u>Model</u>	<u>Model year</u>
9	CU - 2010 Box Plow	N12		2010
3	CU - 2010 Cub Cadet Snow Blower	11020B50213	528SW	2010
10	CU - Ariens ST520EC Compact SnoThrow	001114	939003	2007
129	CU - Bobcat Snowblower	713000409	5B200X78	
128	CU - Bobcat Sweeper	231413029	84 angle broom	2005
53	CU - Club Car	HG0434424634	Carryall Model	2004
54	CU - Club Car	HG0434424633	Carryall	2004
57	CU - Club Car	CG9639530278	Carryall	
58	CU - Club Car	AG9937800780	Golf cart	
127	CU - Cub Cadet		528SW	2010
56	CU - EZ-Go	1369704ST350		
4	CU - Ford 2910 Tractor	C765358	BA414C	1989
55	CU - JLG Boom Lift	0300085404	450AJSII	2005
130	CU - Kubota	21189	RTVU1100 CW-H	2009
6	CU - Kubota L3400 Tractor	76078	L3400	2008
51	CU - Kubota Utility Vehicle	A1721	RTV900W 9L	2009
8	CU - Kuhn	21858	VSA360H Y	2013
12	CU - Skagmower	B6800429	SST61V	2005
13	CU - Skagmower	A3300122	SWZ21KA E	2007
14	CU - Skagmower	A6500832	SST61A	2004
11	CU - Skidsteer Bobcat	526412361	A300	2005
87	CU - TARCO Highlander	LBS168H11294806	Highlander	2013
5	CU - Toro		Grounds Master 3500	
	CU - Toolcat Diesel	AHG818829	Toolcat 500	2020
	CU - Toolcat 72' Snowblade	223109218	SB72	2020
	CU - Toolcat 68' Angle Broom	BB4KZ01246	AB68	2021
	CU - Salt Dogg Sander	3464	SS Electric Tailgate	2018
121	NVU-LSC-Blue Dia Snow Bucket (Incl Kaw Load)	45263	121092	2017
119	NVU-LSC-Kawasaki Loader	RYUNCA60J00005 188	45ZV-2	2017



SCHEDULE OF CONTRACTORS' EQUIPMENT, APPENDIX A

<u>Item number</u>	<u>Description</u>	<u>ID/Serial number</u>	<u>Model</u>	<u>Model year</u>
122	NVU-LSC-Paladin Sweeper (Incl Kaw Load)	1743047	A10358	2017
120	NVU-LSC-Pro Tech Snow Pusher (Incl Kaw Load)	49583	A10114	2017
95	NVU-JSC - Boss Spreader	12486	VB	2015
37	NVU-JSC - Boss V Plow	61938	BC	2010
52	NVU-JSC - Boss V Plow	118063	BC	2011
18	NVU-JSC - Coats Wheel Balancer	100730594	1000	2009
100	NVU-JSC - Garage Vehicle Lift	50408	Bend 12000	2006
102	NVU-JSC - Kubota	52302	B2630 HSD-F	2008
113	NVU-JSC - Kubota	60037	B2650HSD	
99	NVU-JSC - Kubota Z Turn	10227	ZD326hl-72	2015
2	NVU-JSC - Milwaukee Pro-Press Kit Charger &	E48A9144927977	CAT 2673-20	2014
7	NVU-JSC - Rigid Power Threader	73044711	300	2002
16	NVU-JSC - Safety Clean Parts Washer	62540	60	2003
96	NVU-JSC - Salt Spreader	6880	Boss	2023
101	NVU-JSC - Toolcat	A94Y11938	V2607-M Turbo	2011
98	NVU-JSC - Welder		MillerMatic DVI	2010
116	NVU-JSC - Wheel Loader	NHF240943	521 G Z-Bar Wheel Loader	2017
97	NVU-JSC- Angle Broom	231318244	Bobcat	2011
94	NVU-JSC- Boss V Plow	28411	BC	2009
17	NVU-JSC- Rockwell Table Saw	10297	Extream 12" Tilt	2002
137	NVU-JSC - Golf Cart	AG0828-920979		2008
	NVU-JSC - Phoenix Tire Machine		PWC-2950	2021
41	NVU-LSC - 42" Bush Hog Mower			1989
23	NVU-LSC - 6' Spike Aerator			1989
62	NVU-LSC - Cub Cadet Zero Turn Mower	1C084Z80012		2004
21	NVU-LSC - ExMark Lazer Z	882804		2010
93	NVU-LSC - John Deere Gator		Gator	2007



SCHEDULE OF CONTRACTORS' EQUIPMENT, APPENDIX A

<u>Item number</u>	<u>Description</u>	<u>ID/Serial number</u>	<u>Model</u>	<u>Model year</u>
134	NVU-LSC - Lawn Mower	315648801	ExMark Lazer Z	2016
20	NVU-LSC - Toyota Forklift	66720		2006
63	NVU-LSC - Yamaha Golf Cart	JN6502465	G16A	2000
138	NVU-LSC - Ariens Snow Blower	1865H0808406B		2019
139	NVU-LSC - Echo Pro Paddle	U00515021544		2018
140	NVU-LSC - Husqvarner Chain Saw	82300730		2006
141	NVU-LSC - TroyBilt Snow Blower	1G229B46147		2009
142	NVU-LSC - Simpson Pressure Washer	MS60800216802992		2016
143	NVU-LSC - Honda Welder/Generator	337407		2010
144	NVU-LSC - Atlas Copco Air Compressor	F23885113467890		1987
145	NVU-LSC - Coleman Generator	F30010094A		2007
146	NVU-LSC - Airco 250amp AC/DC Welder	337407		1987
147	NVU-LSC - Ford Smith Automotive Lift	1090900409		2000
64	NVU-LSC - Yamaha Golf Cart	JN6502177	G16A	2000
152	NVU-LSC Derek Weaver Tire Changer	820080759	Derek Weaver	2020
153	NVU-LSC Derek Weaver Tire Balancer (inc. #152)	820080759	Derek Weaver	2020
	NVU-LSC - Kabota Tractor	3029072002	L4060HST C	2021
	NVU-LSC - Loader w/ Bucket	C3457	LA805	2021
	NVU-LSC - 72' Sweeper	22005032	L4477	2021
	NVU-LSC- 72 inch Blower	22205751	L4474	2021
	NVU-LSC-CFMOTO UTV	LCELVYZ46N6004 156	Uforce 800	2022
	NVU-LSC-Salt & Sand spreader (for 21' F350)	19061130569778007 -1	Fisher Poly-Caster	2021
105	VTC - 8.5 Fisher Plow	13072520451686200	86200	2016
25	VTC - Airco Welder	R4001409	CV300 II	
60	VTC - Airco Welder & Generator		2.25A-DDG-AMEL-V	
109	VTC - Ariens Snow Blower	ST9526DLE	926017	
26	VTC - Campbell Havsfield Generator	101099N	GM551102 AC	2005



Account No. 1-86003
Policy No. 1153158
Updated: 1 July 2025

SCHEDULE OF CONTRACTORS' EQUIPMENT, APPENDIX A

<u>Item number</u>	<u>Description</u>	<u>ID/Serial number</u>	<u>Model</u>	<u>Model year</u>
27	VTC - Campbell Havsfield Generator	100799N	GN551102 AC	2002
28	VTC - Campbell Havsfield Generator	101099N	GM551102 AC	
72	VTC - Kanga jack hammer	AFD201129EE	767	
65	VTC - Fisher Plow 8'		28000	
66	VTC - Fisher Plow 8.5'		44685-1	
33	VTC - Gen Power Generator	165092	FX025TT	
69	VTC - Graco Painter	BA4824	3900	
34	VTC - Handy Lift Forks		80008	
68	VTC - Henderson Salter	FSH27915	FSH*10*4 8*mild	
35	VTC - Highway Salt Spreader	107874	P-4	
85	VTC - John Deer fronte deck	M0F935X130213	F935	
106	VTC - John Deere		Z977	
50	VTC - John Deere 1435 Front Deck Mower	TC1435D060489	1435	2006
82	VTC - Kabota dozer blade	2702664	L2184	
83	VTC - Kabota mower deck		RC-72-38	
78	VTC - Kabota snow blower	21107035	B2782A	
81	VTC - Kabota snow blower	2900597	L2195	
38	VTC - Kalamazoo Metal Bandsaw	2463	9AW	
30	VTC - Kawasaki Generator	30R137	ER3 03AO	
79	VTC - Kobota mower deck	31986	RCK60-27BA	
80	VTC - Kubota Tractor	60047	L3940	
77	VTC - Kubota dozer blade	21100163	B2775-72	
76	VTC - Kubota Rotary broom	21106764	B2779	
86	VTC - Kubota utility vehicle	KRTV500A8101035 2	RTV500	
74	VTC - Lincoln AC/DC Welder		250-250	
73	VTC - Lincoln wire feed welder		SP 100	
71	VTC - Northern tool air compressor	6083672	45922K	
42	VTC - Onan Generator	9996	GP6500	
131	VTC - Red Max Weedy (Wacker)	BCZ400SW	GZ40N	
70	VTC - Stihl Chainsaw	113335266	038AV	
43	VTC - Stihl Weed		F5 250	
44	VTC - Stihl Weed		F5 250	
45	VTC - Stihl Weed		F5 250	
47	VTC - Tael Pump	990818YA	91232	



Account No. 1-86003
Policy No. 1153158
Updated: 1 July 2025

SCHEDULE OF CONTRACTORS' EQUIPMENT, APPENDIX A

<u>Item number</u>	<u>Description</u>	<u>ID/Serial number</u>	<u>Model</u>	<u>Model year</u>
49	VTC - Tenco Plow 11 ft	35861	TCP11- 542-E2- HA2	2007
107	VTC - TORO Snow Blower	5920658	2000	
108	VTC - TORO Snow Blower	230000868	2450	
48	VTC - York Rake RW	4262	RW	
136	VTC - Kabota Tractor	B-3200		
137	VTC - Cub Cadet Tractor W/ Backhoe	476		
138	VTC - John Deere	1TCZ997RPLD0610 58	997R	2021
139	VTC - Simpson	GCAFD1174773	Power Shot 3600	2021

WIND WORLDWIDE ZONE

INTERNATIONAL

Australia:

states of Queensland, Western Australia

territory of Northern Territory

Canada, provinces of:

New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island

China:

provinces of Fujian Sheng, Guangdong Sheng, Hainan Sheng, Hebei Sheng, Jiangsu Sheng, Liaoning Sheng, Shandong Sheng, Zhejiang Sheng

autonomous regions of Guangxi Zhuangzu Zizhiqu

municipalities of Shanghai Shi, Tianjin Shi

special administrative region of Macao

France

overseas departments of Guadeloupe, Reunion, Martinique

overseas collectivity of Saint Barthelemy, Saint Martin (French Part), Saint Pierre and Miquelon, Wallis and Futuna

Guatemala, departments of:

Alta Verapaz, Izabal, Petén, Zacapa

India:

states of Andhra Pradesh, Gujarat, Maharashtra, Mizoram, Odisha, Tamil Nadu, Tripura, West Bengal

union territories of Dadra and Nagar Haveli, Daman and Diu, Puducherry

Japan, prefectures of:

Aichi, Akita, Aomori, Chiba, Ehime, Fukui, Fukuoka, Fukushima, Gifu, Gunma, Hiroshima, Hokkaido, Hyogo, Ibaraki, Ishikawa, Iwate, Kagawa, Kagoshima, Kanagawa, Kochi, Kumamoto, Kyoto, Mie, Miyagi, Miyazaki, Nagano, Nagasaki, Nara, Niigata, Oita, Okayama, Okinawa, Osaka, Saga, Saitama, Shiga, Shimane, Shizuoka, Tochigi, Tokyo, Tottori, Toyama, Wakayama, Yamagata, Yamaguchi, Yamanashi

Lao People's Democratic Republic, the provinces of:

Bolikhamxai, Khammouan, Salavan, Savannakhet, Xekong

WIND WORLDWIDE ZONE

Mauritius:

All Islands

Mexico, states of:

Baja California Sur, Campeche, Chiapas, Colima, Durango, Guerrero, Jalisco, Michoacán, Nayarit, Oaxaca, Puebla, Quintana Roo, San Luis Potosi, Sinaloa, Sonora, Tabasco, Tamaulipas, Veracruz, Yucatán

Nicaragua:

autonomous regions of Costa Caribe Norte, Costa Caribe Sur, North Caribbean Coast Autonomous Region, South Caribbean Coast Autonomous Region

department of Río San Juan

South Korea:

metropolitan cities of Busan-gwangyeoksi, Daegu-gwangyeoksi, Daejeon-gwangyeoksi, Gwangju-gwangyeoksi, Incheon gwangyeoksi, Sejong, Ulsan gwangyeoksi

provinces of Chungcheongbuk-do, Chungcheongnam-do, Gangwon-do, Gyeonggi-do, Gyeongsangbuk-do, Gyeongsangnam-do, Jeju-teukbyeoljachido, Jeollabuk-do, Jeollanam-do

special city of Seoul-teukbyeolsi

Taiwan:

counties of Changhua, Chiayi, Hsinchu, Hualien, Kinmen, Lienchiang, Miaoli, Nantou, Penghu, Pingtung, Taitung, Yilan, Yunlin

special municipalities of Kaohsiung, New Taipei, Taichung, Tainan, Taipei, Taoyuan
city of Keelung

Vietnam, provinces of:

provinces of An Giang, Ba Ria – Vung Tau, Bac Giang, Bac Lieu, Bac Ninh, Ben Tre, Binh Dinh, Binh Duong, Binh Thuan, Ca Mau, Dak Lak, Dong Nai, Dong Thap, Gia Lai, Ha Nam, Ha Tinh, Hai Duong, Hau Giang, Hoa Binh, Hung Yen, Khanh Hoa, Kien Giang, Kon Tum, Long An, Nam Dinh, Nghe An, Ninh Binh, Ninh Thuan, Phu Yen, Quang Binh, Quang Nam, Quang Ngai, Quang Ninh, Quang Tri, Soc Trang, Tay Ninh, Thai Binh, Thai Nguyen, Thanh Hoa, Thua Thien-Hue, Tien Giang, Tra Vinh, Vinh Long

municipalities of Can Tho, Da Nang, Ha Noi, Hai Phong, Ho Chi Minh, Lam Dong, Lang Son

WIND WORLDWIDE ZONE

The following islands:

Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Bonaire, Cabo Verdi, Cayman Islands, Curacao, Dominica, Dominican Republic, Hong Kong, Jamaica, Montserrat, New Caledonia, Niue, Philippines, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Samoa, Sint Eustatius, Sint Maarten, Tonga, Trinidad and Tobago, Turks and Caicos, Vanuatu, Virgin Islands (British)

WIND WORLDWIDE ZONE

UNITED STATES OF AMERICA

Alabama, counties of:

Baldwin, Covington, Escambia, Mobile

Florida, counties of:

Entire state

Georgia, counties of:

Brantley, Bryan, Camden, Charlton, Chatham, Effingham, Glynn, Liberty, Long, McIntosh, Wayne

Hawaii:

entire state

Louisiana, parishes of:

Acadia, Ascension, Assumption, Beauregard, Calcasieu, Cameron, East Baton Rouge, Iberia, Iberville, Jefferson, Jefferson Davis, Lafayette, Lafourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Martin, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion, Washington, West Baton Rouge

Mississippi, counties of:

George, Hancock, Harrison, Jackson, Pearl River, Stone

North Carolina, counties of:

Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Duplin, Gates, Hertford, Hyde, Jones, Lenoir, Martin, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Sampson, Tyrrell, Washington

South Carolina, counties of:

Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Horry, Jasper, Marion, Williamsburg

Texas, counties of:

Aransas, Bee, Brazoria, Brooks, Calhoun, Cameron, Chambers, Fort Bend, Galveston, Goliad, Hardin, Harris, Hidalgo, Jackson, Jasper, Jefferson, Jim Wells, Kenedy, Kleberg, Liberty, Matagorda, Newton, Nueces, Orange, Refugio, San Patricio, Victoria, Wharton, Willacy

The following Islands:

outlying areas of American Samoa, Guam, Northern Mariana Islands, Puerto Rico, Virgin Islands (U.S.)

ALL RISK COVERAGE

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ALL RISK COVERAGE

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as described in this Policy.

A. PROPERTY INSURED

This Policy insures the following property, unless otherwise excluded elsewhere in this Policy, at or within 1,000 feet of a **described location**, to the extent of the interest of the Insured in such property.

1. Real Property in which the Insured has an insurable interest.
2. Personal Property:
 - a) Owned by the Insured.
 - b) Consisting of improvements and betterments in which the Insured has an insurable interest.
 - c) Of directors, officers and employees of the Insured.
 - d) Of others in the Insured's custody to the extent the Insured is under obligation to keep insured for physical loss or damage insured by this Policy.
 - e) Of others in the Insured's custody to the extent of the Insured's legal liability for insured physical loss or damage to such Personal Property.

This Company may defend that portion of any suit against the Insured that alleges such liability and seeks damages for such insured physical loss or damage to such Personal Property. This Company may, without prejudice, investigate, negotiate and settle any claim or suit as this Company deems expedient.

This Policy also insures the interest of contractors and subcontractors in insured property during construction, while at or within 1,000 feet of a **described location**, to the extent that the Insured has agreed, prior to loss, to keep such interest insured for insured physical loss or damage to such property. Such interest of contractors and subcontractors is limited to the property for which they have been hired to perform work and will not extend to any Business Interruption coverage provided in this Policy.

B. PROPERTY EXCLUDED

This Policy excludes the following except as otherwise stated in this Policy:

1. Land, water or any substance in or on land.
2. Growing crops, standing timber or animals.
3. Bridges and tunnels intended for use by motor vehicles licensed for highway use.
4. Reservoirs, canals, dikes or dams.
5. Docks, piers or wharves which are not a structural part of a building.
6. Currency, money, notes or securities, except as provided by the Money and Securities coverage in this Policy.
7. Motor vehicles licensed for highway use or owned by directors, officers or employees of the Insured.
8. Satellites, aircraft or watercraft, except if on land, unfueled and manufactured by the Insured.

9. Property sold by the Insured under conditional sale, trust agreement, installment payment or other deferred payment plan after delivery to the customer, except as provided by the Deferred Payment coverage in this Policy.
10. Underground mines or mine shafts or any property within such mine or shaft.
11. Property while in transit, except as otherwise provided in this Policy.
12. Electronic data, programs or software, except when incorporated into physical goods intended to be sold as:
 - a) Finished goods manufactured by the Insured; or
 - b) Other merchandise not manufactured by the Insured;or as provided by the Data Restoration coverage in this Policy.
13. Property while located **offshore**, except as provided by the Transit coverage in this Policy.

C. EXCLUSIONS

In addition to the exclusions elsewhere in this Policy, the following exclusions apply unless otherwise stated:

GROUP I: This Policy excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss or damage:

1. Nuclear reaction or nuclear radiation or radioactive contamination. However:
 - a) If physical damage by fire or sprinkler leakage results, then only that resulting damage is insured; but not including any loss or damage due to nuclear reaction, radiation or radioactive contamination.
 - b) This Policy does insure physical damage directly caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the **location**, provided that on the date of loss, there is neither a nuclear reactor nor any new or used nuclear fuel on the **location**. This coverage does not apply to any act, loss or damage excluded in Group I Item 2g of this Exclusions clause.

This exclusion Group I Item 1 and the exceptions in Group I Item 1a and Group I Item 1b above do not apply to any act, loss or damage which also comes within the terms of exclusion Group I Item 2c of this Exclusions clause.

2.
 - a) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any:
 - i) Government or sovereign power (de jure or de facto);
 - ii) Military, naval or air forces; or
 - iii) Agent or authority of any party specified in i) or ii) above.
 - b) Hostile or warlike cyberattack in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected cyberattack by any:
 - i) Government or sovereign power (de jure or de facto);
 - ii) Military, naval or air force; or
 - iii) Agent or authority of any party specified in i) or ii) above.
 - c) Discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act.

- d) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.
- e) Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.
- f) Risks of contraband, or illegal transportation or trade.
- g) **Terrorism**, including action taken to prevent, defend against, respond to or retaliate against **terrorism** or suspected **terrorism**, except to the extent provided in the Terrorism coverage of this Policy.

Any act which satisfies the definition of **terrorism** shall not be considered to be vandalism, malicious mischief, riot, civil commotion or any other risk of physical loss or damage covered elsewhere in this Policy.

If any act which satisfies the definition of **terrorism** also comes within the terms of Group I Items 2a or 2b of this Exclusions clause then Group I Items 2a or 2b applies in place of this Group I Item 2g exclusion.

If any act which satisfies the definition of **terrorism** also comes within the terms of Group I Item 2c of this Exclusions clause then Group I Item 2c applies in place of this Group I Item 2g exclusion.

If any act which satisfies the definition of **terrorism** also comes within the terms of Group I Item 2d of this Exclusions clause then Group I Item 2d applies in place of this Group I Item 2g exclusion.

If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, this Group I Item 2g exclusion applies in place of Group I Item 1 of this Exclusions clause.

- 3. Any dishonest act, including but not limited to theft, committed alone or in collusion with others, at any time by:
 - a) An Insured or any proprietor, partner, director, trustee, officer or employee of an Insured; or
 - b) Any proprietor, partner, director, trustee, or officer of any business or entity (other than a common carrier) engaged by an Insured to do anything in connection with property insured under this Policy.

This Policy does insure acts of direct insured physical damage intentionally caused by an employee of an Insured or any individual specified in b above, and done without the knowledge of the Insured. This coverage does not apply to any act excluded in Group I Item 2g of this Exclusions clause. In no event does this Policy cover loss by theft by any individual specified in a or b above.

- 4. Lack of incoming electricity, fuel, water, gas, steam or refrigerant; outgoing sewerage; or incoming or outgoing voice, data or video; all when caused by an event off the **location**, except as provided by the Data Service Provider and Off-Premises Service Interruption coverages in this Policy. If the lack of such a service directly causes insured physical damage at the **location**, then only that resulting damage is insured.
- 5. **Earth movement**, except as otherwise provided in this Policy.
- 6. **Flood**, except as otherwise provided in this Policy.
- 7. Seepage or influx of water from natural underground sources.

GROUP II: This Policy excludes the following, however, if physical damage not excluded by this Policy results, then only that resulting damage is insured:

- 1. Wear and tear, deterioration, depletion, rust, corrosion, erosion, inherent vice or latent defect.
- 2. Faulty workmanship, material, construction or design.
- 3. Loss or damage to stock or material attributable to manufacturing or processing operations while such stock or material is being processed, manufactured, tested or otherwise worked on.

4. Loss or damage caused by or resulting from:

- a) Changes of temperature, except damage to machinery or equipment including fire protective equipment;
- b) Changes in relative humidity,

All whether atmospheric or not, except as provided by the Change of Temperature and Off-Premises Service Interruption coverages in this Policy.

5. Settling, cracking, shrinking, bulging or expansion of:

- a) Foundations.
- b) Walls.
- c) Floors.
- d) Pavements or roadways.
- e) Roofs.
- f) Ceilings.

6. Loss or damage to personal property in the open from rain, sleet, snow, sand or dust.

7. Theft of precious metal or stones, except when such property is used by the Insured for industrial purposes.

8. Insect, animal or vermin damage.

9. Loss or damage to the interior portion of buildings under construction from rain, sleet or snow, whether or not driven by wind, when the installation of the roof, walls or windows of such buildings has not been completed.

GROUP III: This Policy excludes:

1. Indirect or remote loss or damage.

2. Interruption of business, except to the extent provided in this Policy.

3. Loss of market or loss of use.

4. Loss or damage or deterioration arising from any delay.

5. Mysterious disappearance, loss or shortage disclosed on taking inventory, or any unexplained loss.

6. Loss from enforcement of any law or ordinance:

- a) Regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or
- b) Requiring the demolition of any property, including the cost in removing its debris;

Except as provided by the Decontamination Costs and Demolition and Increased Cost of Construction coverages in this Policy.

7. Loss or damage resulting from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretense.

8. **Contamination**, and any cost due to **contamination** including the inability to use or occupy property or any cost of making property safe or suitable for use or occupancy. If **contamination** due only to the actual not suspected presence of **contaminant(s)** directly results from other physical damage not excluded by this Policy, then only physical damage

caused by such **contamination** may be insured. This exclusion does not apply to radioactive contamination which is excluded elsewhere in this Policy.

9. Shrinkage, evaporation or loss of weight, unless directly resulting from other physical damage not excluded by this Policy.
10. Changes in color, flavor, texture or finish, unless directly resulting from other physical damage not excluded by this Policy.

D. ADDITIONAL COVERAGES

The Additional Coverages below are subject to all the terms and conditions of this Policy including, but not limited to, the limits of liability, deductibles and exclusions shown in the Declarations section.

1. Accounts Receivable

This Policy covers amounts which the Insured is unable to collect as a direct result of insured physical loss or damage to accounts receivable records at a **location**.

Coverage includes:

- a) Interest charges on any loan to offset impaired collections pending repayment of sums that cannot be collected. Unearned interest charges and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted.
- b) Collection expenses in excess of normal collection costs.
- c) Other reasonable expenses incurred by the Insured in recreating records of accounts receivable.

After payment of loss by this Company, all amounts recovered by the Insured on accounts receivable for which the Insured has been indemnified will belong to and be paid to this Company by the Insured up to the total amount of loss paid by this Company. All recoveries in excess of such amounts will belong to the Insured.

Accounts Receivable Exclusions: As respects Accounts Receivable, the following additional exclusions apply:

This Policy does not cover shortage resulting from:

- a) Bookkeeping, accounting, or billing error or omission.
- b) Alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property.

2. Arson or Theft Reward

This Policy covers payment of any reward offered by the Insured or on the Insured's behalf for information that leads to conviction of the perpetrator(s) of insured:

- a) Arson to; or
- b) Theft of;

Insured property.

3. Brand Protection

This Policy gives control of physically damaged property consisting of finished goods or merchandise manufactured by or for the Insured as follows:

- a) The Insured will have full rights to the possession and control of damaged property in the event of insured physical loss or damage to such property provided proper testing is done to show which property is physically damaged.
- b) The Insured using reasonable judgment will decide if the physically damaged property can be reprocessed or sold.

Physically damaged property judged by the Insured to be:

- i) Unfit for reprocessing or selling will not be sold or disposed of except by the Insured, or with the Insured's consent.
- ii) Fit for reprocessing or selling and this Company elects to take all or any part of physically damaged branded and labeled property, the Insured may at this Company's expense:

- (a) Stamp "salvage" on the property or its containers; or
- (b) Remove or obliterate the brands or labels,

If doing so will not damage the property.

The Insured must relabel the property or containers in compliance with the applicable requirements of law.

- c) Any salvage proceeds received will go to the:
 - i) Company at the time of loss settlement; or
 - ii) Insured if received prior to loss settlement and such proceeds will reduce the amount of loss payable accordingly.

4. Change of Temperature

This Policy covers spoilage of insured stock and supplies due to:

- a) Changes of temperature or changes in relative humidity,

Directly resulting from the interruption, in whole or part, of services consisting of electricity, gas, fuel, steam, water or refrigeration by reason of any accidental event, other than insured physical loss or damage, at a **location**.

5. Communicable Disease – Property Damage

If a **described location** owned, leased or rented by the Insured has the actual not suspected presence of **communicable disease** and access to such **described location** is limited, restricted or prohibited by:

- a) An order of an authorized governmental agency regulating or as result of such presence of **communicable disease**; or
- b) A decision of an Officer of the Insured as a result of such presence of **communicable disease**,

This Policy covers the reasonable and necessary costs incurred by the Insured at such **described location** for the:

- a) Cleanup, removal and disposal of such presence of **communicable disease** from insured property; and
- b) Actual costs of fees payable to public relations services or actual costs of using the Insured's employees for reputation management resulting from such presence of **communicable disease** on insured property.

This Additional Coverage does not cover any costs incurred due to any law or ordinance with which the Insured was legally obligated to comply prior to such presence of **communicable disease**.

This coverage is subject to the Qualifying Period in the Declarations section of this Policy.

Communicable Disease - Property Damage Exclusions: As respects Communicable Disease – Property Damage, the following additional exclusion applies:

This Policy excludes loss or damage directly or indirectly caused by or resulting from **terrorism** regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.

6. Data Restoration

This Policy covers insured **physical loss or damage to electronic data, programs or software** while anywhere within this Policy's Territory, including while in transit.

With respect to **physical loss or damage to electronic data, programs or software** caused by or resulting from a **cyber event**, this coverage will apply when the time to recreate or restore such data, programs or software with due diligence and dispatch is in excess of the Qualifying Period shown in the Declarations section of this Policy.

This coverage includes:

- a) The cost of the following reasonable and necessary actions taken by the Insured due to actual insured **physical loss or damage to electronic data, programs or software**:
 - i) To temporarily protect and preserve insured electronic data, programs or software.
 - ii) For the temporary repair of insured **physical loss or damage to electronic data, programs or software**.
 - iii) To expedite the permanent repair or replacement of such damaged property.
- b) The reasonable and necessary costs incurred by the Insured to temporarily protect or preserve insured electronic data, programs or software against immediately impending insured **physical loss or damage to electronic data, programs or software**. In the event that there is no physical loss or damage, the costs covered under this item will be subject to the deductible that would have applied had there been such physical loss or damage.

This Additional Coverage excludes loss or damage to data, programs or software when incorporated into physical goods intended to be sold as:

- a) Finished goods manufactured by the Insured; or
- b) Other merchandise not manufactured by the Insured.

Data Restoration Exclusions: As respects Data Restoration, the following additional exclusion applies:

This Policy excludes the following but, if physical damage not excluded by this Policy results, then only that resulting damage is insured:

- a) Errors or omissions in processing or copying.
- b) Loss or damage to data, programs or software from errors or omissions in programming or machine instructions.
- c) Deterioration, inherent vice, vermin or wear and tear.

Data Restoration Valuation: On property insured under this coverage, the loss amount will not exceed:

- a) The cost to repair, replace or restore data, programs or software including the costs to recreate, research and engineer; or
- b) The blank value of the media if not repaired, replaced or restored within two years from the date of loss.

7. Data Service Provider - Property Damage

This Policy covers insured physical loss or damage to insured property at a **location** when such physical loss or damage results from the interruption of **off-premises data processing or data transmission services** by reason of any accidental event at the facilities of the provider of such services, while anywhere within this Policy's Territory, that immediately prevents in whole or in part the delivery of such provided services.

This coverage will apply when such interruption of **off-premises data processing or data transmission services** is in excess of the Qualifying Period shown in the Declarations section of this Policy. Such interruption is the time when an interruption of provided services happens; and ending when with due diligence and dispatch the service could be wholly restored.

Additional General Conditions:

- a) The Insured will immediately notify the company providing **off-premises data processing or data transmission services** of any interruption of such services.
- b) The Company will not be liable if the interruption of such services is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has entered into for such specified services.

Data Service Provider - Property Damage Exclusions: As respects Data Service Provider - Property Damage, the following additional exclusions apply:

This Policy excludes loss or damage directly or indirectly caused by or resulting from the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss:

- a) Terrorism.
- b) Accidental event to a satellite.

8. Debris Removal

This Policy covers the reasonable and necessary costs incurred to remove debris from a **location** that remains as the direct result of insured physical loss or damage.

This coverage does not cover the costs of removing:

- a) Contaminated uninsured property; or
- b) The **contaminant** in or on uninsured property;

Whether or not the contamination results from insured physical loss or damage.

This coverage includes the costs of removal of contaminated insured property or the contaminant in or on insured property only if the contamination, due to the actual not suspected presence of **contaminant(s)**, of the debris resulted directly from other physical damage not excluded by the Policy.

9. Decontamination Costs

If insured property is contaminated as a direct result of insured physical damage and there is in force at the time of the loss any law or ordinance regulating contamination due to the actual not suspected presence of **contaminant(s)**, then this Policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This coverage applies only to that part of insured property so contaminated due to such presence of **contaminant(s)** as a direct result of insured physical damage.

The Company is not liable for the costs required for removing:

- a) Contaminated uninsured property; or
- b) The **contaminant** in or on uninsured property;

Whether or not the **contamination** results from insured physical loss or damage.

10. Deferred Payment

This Policy covers the Insured's interest in personal property of the type insured that has been sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan, if such property sustains physical loss or damage insured by this Policy and only to the extent the Insured is unable to collect the unpaid balance of such interest.

This coverage applies from the time the property is delivered to the buyer until the Insured's interest in it has ceased or the Policy terminates or expires, whichever is first.

Deferred Payment Exclusions: As respects Deferred Payment, the following additional exclusion applies:

This Policy excludes:

- a) Theft or conversion by the buyer of the property after the buyer has taken possession of such property.
- b) Property not within this Policy's Territory.

Deferred Payment Valuation: On property insured under this coverage, the loss amount will not exceed the lesser of the following:

- a) The total amount of unpaid installments less finance charges.
- b) The **actual cash value** of the property on the date of loss or damage.
- c) The cost to repair or replace with material of like size, kind and quality.

11. Demolition and Increased Cost of Construction

This Policy covers the costs as described herein resulting from the Insured's obligation to comply with a law or ordinance, provided that:

- a) Such law or ordinance is enforced as a direct result of insured physical loss or damage at a **location**;
- b) Such law or ordinance is in force at the time of such loss or damage; and
- c) Such **location** was not required to be in compliance with such law or ordinance prior to the happening of the insured physical loss or damage.

Coverage A:

The reasonable and necessary costs incurred by the Insured to comply with the enforcement of the minimum requirements of any law or ordinance that Regulates the demolition, construction, repair, replacement or use of buildings, structures, machinery or equipment.

As respects insured property, this Coverage A covers the reasonable and necessary costs to:

- a) Demolish any physically damaged and undamaged portions of the insured buildings, structures, machinery or equipment.
- b) Repair or rebuild the physically damaged and undamaged portions, whether or not demolition is required, of such insured buildings, structures, machinery or equipment.

The Company's maximum liability for this Coverage A at each **location** in any **occurrence** will not exceed the actual costs incurred in demolishing the physically damaged and undamaged portions of the insured property plus the lesser of:

- a) The reasonable and necessary cost, excluding the cost of land, to rebuild on another site; or
- b) The cost to rebuild on the same site.

Coverage B:

The reasonable estimated cost to repair, replace or rebuild insured property consisting of buildings, structures, machinery or equipment that the Insured is legally prohibited from repairing, replacing or rebuilding to the same height, floor area, number of units, configuration, occupancy or operating capacity, because of the enforcement of any law or ordinance that regulates the construction, repair, replacement or use of buildings, structures, machinery or equipment.

Demolition and Increased Cost of Construction Coverage B Valuation: On property covered under this Coverage B that cannot legally be repaired or replaced, the loss amount will be the difference between:

- a) The actual cash value; and
- b) The cost that would have been incurred to repair, replace or rebuild such lost or damaged property had such law or ordinance not been enforced at the time of loss.

Demolition and Increased Cost of Construction Exclusions: As respects Demolition and Increased Cost of Construction, the following additional exclusions apply:

This Policy does not cover:

- a) Any cost incurred as a direct or indirect result of enforcement of any law or ordinance regulating any form of **contamination**.
- b) Any machinery or equipment manufactured by or for the Insured, unless used by the Insured in its operation at the **location** suffering the physical loss or damage.

12. Earth Movement

This Policy covers physical loss or damage caused by or resulting from **earth movement**.

13. Errors and Omissions

If physical loss or damage is not payable under this Policy solely due to an error or unintentional omission:

- a) In the address of a property insured by this Policy which existed at the inception date of this Policy or in any subsequent amendments to this Policy;
- b) That fails to include any **location**:
 - i) Owned; or
 - ii) Occupied by the Insured; or
- c) That results in cancellation of insured property under this Policy;

Then coverage applies to the extent this Policy would have provided coverage had the error or unintentional omission not been made.

It is a condition of this Additional Coverage that any error or unintentional omission be reported by the Insured to the Company when discovered and corrected.

14. Expediting Expenses

This Policy covers the reasonable and necessary costs incurred to:

- a) Temporarily repair or replace; and
- b) Expedite the permanent repair or replacement of;

Insured property that has sustained insured physical loss or damage.

This coverage does not include expenses payable elsewhere in this Policy including the cost of permanent repair or replacement of damaged property.

15. Fine Arts and Valuable Papers and Records

This Policy covers **fine arts** and **valuable papers and records** while anywhere within this Policy's Territory including while in transit.

Fine Arts and Valuable Papers and Records Exclusion: As respects Fine Arts and Valuable Papers and Records, the following additional exclusion applies:

This Policy excludes:

- a) Loss or damage to any fine arts as a result of restoring, repairing or retouching processes.
- b) Errors or omissions in the processing or copying of valuable papers and records.

Fine Arts and Valuable Papers and Records Valuation: On property insured under this coverage, the loss amount will not exceed the lesser of the following:

- a) The cost to repair or restore the article to the condition that existed immediately prior to the loss;
- b) The cost to replace the article; or
- c) The value designated for the article as shown in the Declarations section of this Policy or on a schedule on file with this Company.

In case of physical loss or damage to a **fine arts** or **valuable papers and records** article that is part of a pair or a set, this Company will pay the lesser of the full value or the amount scheduled, if any, of the value of such pair or set only if the damaged article cannot be repaired or restored to its condition before the loss and the Insured surrenders the remaining article or articles of the pair or set to this Company.

16. Flood

This Policy covers physical loss or damage caused by or resulting from **flood**.

17. Green Coverage

This Policy covers the reasonable and necessary additional costs incurred by the Insured, as a direct result of insured physical loss or damage:

- a) To repair or replace physically damaged insured property with material of like kind and quality which qualifies as **Green**.
- b) To replace the insured physically damaged portions of insured roofing systems with vegetative roof(s), including but not limited to the addition of trees, shrubs, plants and lawns to those roof(s), which qualify as **Green**, if this Policy covers Real Property.

- c) As part of **Green** reconstruction, to flush out the air in the area of the physically damaged insured property with 100 percent outside air and to provide replacement filtration media for the building's ventilation system that controls the damaged area.
- d) For an accredited professional certified by a **Green Authority** to participate in the design and construction for repairing or rebuilding the physically damaged insured property as **Green**.
- e) For the process of certification or recertification of the repaired or replaced insured property as **Green**.
- f) For **Green** removal, disposal or recycling of the damaged insured property.

Notwithstanding any other provision in this Policy, the Insured must repair or replace the insured real and/or personal property lost, damaged or destroyed as a condition of this coverage.

Green Coverage Exclusions: As respects Green Coverage, the following additional exclusions apply:

This Policy excludes:

- a) Stock, **raw materials**, work in process, finished goods, merchandise, **production machinery and equipment**, electronic data processing equipment not used in the functional support of the real property, molds and dies, property in the open, property of others for which the Insured is legally liable, personal property of directors, officers or employees of the Insured.
- b) Any property adjusted on other than repair or replacement per the Valuation clauses of this Policy.
- c) Any loss recoverable elsewhere in this Policy.

18. Land and Water Clean Up Expense

This Policy covers the reasonable and necessary costs to remove, dispose of or clean up the actual but not the suspected presence of **contaminant(s)** from uninsured land or water or any substance in or on land, at a **location**, when such property is contaminated as a direct result of insured physical loss or damage to insured property.

This Policy does not cover the cost to clean up, remove and dispose of **contamination** from such property:

- a) At any **location** insured for Personal Property only.
- b) When the Insured fails to give written notice of loss to this Company within 180 days after the inception of the loss.

19. Locks and Keys

This Policy covers the reasonable and necessary cost incurred by the Insured to replace undamaged keys and to replace, adjust or reprogram undamaged locks to accept new keys or entry codes as a result of insured physical loss or damage.

20. Money and Securities

This Policy covers physical loss or damage to money and securities at a **location** resulting from:

- a) Fire, explosion or sprinkler leakage.

21. Newly Acquired Property

This Policy covers property of the type insured that is newly acquired while located anywhere within this Policy's Territory, excluding while in transit.

This coverage terminates:

- a) When the newly acquired property is bound by this Company; or

- b) When agreement is reached that the property will not be insured under this Policy; or
- c) 120 days after the date of acquisition of the property; or
- d) At the termination or expiration of this Policy;

Whichever occurs first.

22. Off-Premises Service Interruption - Property Damage

This Policy covers insured physical loss or damage at a **location** caused by or resulting from the interruption, in whole or part, of incoming electric, gas, fuel, steam, water, refrigeration, or outgoing sewerage.

The interruption of such services must be by reason of an accidental event, not otherwise excluded by this Policy, at the facilities of the service provider(s) while anywhere within this Policy's Territory.

This coverage is subject to the Qualifying Period in the Declarations section of this Policy.

Additional Conditions:

This Company will not be liable for deliberate act(s) by the service provider to shed load to maintain system integrity.

Off-Premises Service Interruption - Property Damage Exclusion: As respects Off-Premises Service Interruption - Property Damage the following additional exclusions apply:

- a) This Policy excludes loss or damage directly or indirectly caused by or resulting from **terrorism** regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.

23. Professional Fees

This Policy covers the reasonable and necessary expenses incurred by the Insured of:

- a) Auditors;
- b) Accountants;
- c) Architects;
- d) Engineers; or
- e) Other professionals; and
- f) The Insured's own employees,

For producing and certifying particulars or details to determine the amount of loss payable under this Policy for which this Company has accepted liability.

This coverage does not include the fees and expenses of attorneys, public adjusters, loss appraisers, loss consultants or any of their subsidiaries or related or associated entities.

24. Property Removed from a Location

This Policy covers insured property when removed from a **location** to avoid or prevent immediately impending insured physical loss or damage to such property. This Policy covers such property for physical loss or damage as provided at the **location** from which the property was removed.

This coverage applies for a period:

- a) Of 120 days from the date of removal; but

- b) Not beyond the termination or expiration date of this Policy.

25. Protection and Preservation of Property - Property Damage

This Policy covers the reasonable and necessary costs incurred for:

- a) Actions to temporarily protect or preserve insured property; provided such actions are necessary due to actual, or to prevent immediately impending, insured physical loss or damage to such insured property.
- b) Fire department firefighting charges imposed as a result of responding to a fire in, on or exposing the insured property.
- c) Restoring and recharging fire protection systems following an insured loss.
- d) The water used for fighting a fire in, on or exposing the insured property.
- e) Temporary security for a period of time not to exceed 30 consecutive days due to actual, or to prevent immediately impending, insured physical loss or damage to such insured property.

This coverage does not cover costs incurred for actions to temporarily protect or preserve insured property from actual, or to prevent immediately impending, physical loss or damage covered by the Terrorism coverage of this Policy.

This coverage is subject to the deductible provisions that would have applied had the physical loss or damage happened.

26. Tax Treatment

This Policy covers the increased tax liability as a direct result of insured physical loss or damage to insured property. When such tax liability is greater than the tax liability that would have been incurred had there been no such loss or damage, then this Policy will cover only the increased tax liability for the profit portion of a loss payment under this Policy involving finished stock manufactured by the Insured and/or the profit portion of the Business Interruption loss payment.

27. Tenants Legal Liability

This Policy covers direct physical loss or damage, caused by or resulting from **named perils**, to that part of buildings or others, including permanently attached building fixtures, leased to and occupied by the Insured at a **described location** to the extent of the Insured's legal liability for such loss or damage.

This coverage also includes the following:

- a) The reasonable expenses of defending the Insured against only that part of any suit alleging the Insured's legal liability for such physical loss or damage;
- b) The reasonable expenses incurred by this Company, this Company's proportionate share of costs taxed against the Insured in any such suit, and this Company's proportionate share of interest accruing after entry of judgment until this Company has paid, tendered or deposited into court its proportionate share of such judgment; and
- c) The reasonable expenses, other than loss of earnings, incurred at this Company's request.

This coverage does not include:

- a) That part of any settlement by the Insured to which this Company has not given its prior written consent; or
- b) Any legal liability for loss or damage assumed by the Insured under any contract or agreement, whether oral or written, expressed or implied.

Additional Provisions: This Company may:

- a) Investigate, negotiate and settle any claim or suit as this Company deems expedient and will not be prejudiced under this coverage for failure to settle for any amount within the Company's applicable limit of liability.
- b) Pay, tender or deposit into court the Company's applicable limit of liability, less any expenses incurred by the Company, in full satisfaction of its liability under this coverage, and thereby terminate any further liability for any expense amount described in paragraphs a, b or c above.

Tenants Legal Liability Exclusion: As respects Tenants Legal Liability, the following additional exclusions apply:

This Policy excludes loss or damage directly or indirectly caused by or resulting from **terrorism** regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.

28. Terrorism

This Policy covers physical loss or damage caused by or resulting from **terrorism** only at a **described location**.

Any act which satisfies the definition of **terrorism** shall not be considered to be vandalism, malicious mischief, riot, civil commotion or any other risk of physical loss or damage covered elsewhere in this Policy.

Amounts recoverable under this coverage are excluded from coverage elsewhere in this Policy.

This coverage does not cover loss or damage which also comes within the terms of either Group I Items 2a, 2b or 2d of the Exclusions clause of this Policy.

This coverage does not in any event cover loss or damage directly or indirectly caused by or resulting from any of the following, regardless of any other cause or event, whether or not insured under this Policy contributing concurrently or in any other sequence to the loss:

- a) That involves the use, release or escape of nuclear materials or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination or that involves the discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act; or
- b) That is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- c) In which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or
- d) That involves action taken to prevent, defend against, respond to or retaliate against **terrorism** or suspected **terrorism**.

29. Transit

This Policy covers the following insured personal property:

- a) Owned by the Insured;
- b) Of others to the extent of the Insured's interest or legal liability while in the actual or constructive custody of the Insured;
- c) Shipped to others on Free on Board (FOB), Cost and Freight (C&F) or similar terms. The Insured's contingent interest in such shipments is admitted,
- d) Of others sold by the Insured, that the Insured has agreed prior to the loss to insure during course of delivery including:

- i) When shipped by the Insured's direct contract service provider or by the Insured's direct contract manufacturer to the Insured or to the Insured's customer;
- ii) When shipped by the Insured's customer to the Insured or to the Insured's contract service provider or to the Insured's contract manufacturer,

While in transit within the Policy's Territory:

- a) From the time the property leaves the original point of shipment for transit; and
- b) Continuously in the due course of transit until delivered at the destination.
- c) Coverage on export shipments not insured under ocean cargo policies does not extend beyond the time when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies does not attach until after discharge from overseas vessels or aircraft.

This coverage:

- a) Insures physical loss or damage caused by or resulting from:
 - i) Unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts by the Insured or the Insured's agent, customer or consignee.
 - ii) Any unauthorized person(s) representing themselves to be the proper party(ies) to receive the property for shipment or to accept it for delivery.
- b) Covers general average and salvage charges on shipments covered while waterborne.

Additional Conditions:

- a) Permission is granted to the Insured, without prejudice to this insurance, to accept ordinary bills of lading used by carriers, including:
 - i) Released and/or undervalued bills of lading; or
 - ii) Shipping or messenger receipts.
- b) The Insured may waive subrogation against railroads under sidetrack agreements.
- c) The Insured may not enter into any special agreement with carriers releasing them from their common law or statutory liability.
- d) This coverage shall not inure directly or indirectly to the benefit of any carrier or bailee.

Transit Exclusions: As respects Transit, the following additional exclusions apply:

This Policy excludes:

- a) Property shipped by mail.
- b) Shipments by air unless made by regularly scheduled airlines.
- c) Waterborne shipments via the Panama Canal or waterborne shipments to and from:
 - i) Alaska.
 - ii) Hawaii.
 - iii) Commonwealth of Puerto Rico.

- iv) Virgin Islands.
- d) Any transporting vehicle.
- e) Property of others, including the Insured's legal liability, hauled on vehicles owned, leased or operated by the Insured when acting as a common or contract carrier.
- f) Property insured under any import or export ocean marine insurance.

Transit Valuation: On property insured under this coverage, the loss amount will not exceed the following:

- a) For property shipped to or for the account of the Insured: the actual invoice to the Insured, including such costs and charges (including the commission of the Insured as selling agent) as may have accrued and become legally due on such property.
- b) For property that has been sold by the Insured and shipped to or for the account of the purchaser (if covered by this Policy), the amount of the Insured's selling invoice, including prepaid or advanced freight.
- c) For property not under invoice:
 - i) For property of the Insured, at the valuation provisions of the Policy applying at the place from which the property is being transported; or
 - ii) For other property, the **actual cash value** at point of destination on the date of loss,

Less any charges saved which would have become due and payable upon arrival at destination.

30. Unnamed Property

This Policy covers insured property anywhere within this Policy's Territory, excluding property while in transit.

Unnamed Property Exclusion: As respects Unnamed Property, the following additional exclusion applies:

This Policy excludes:

Transmission and distribution systems, except at a premises owned, leased or rented by the Insured.

BUSINESS INTERRUPTION

The Business Interruption loss, as provided in the Business Interruption Coverage and Business Interruption Coverage Extensions of this section, is subject to all the terms and conditions of this Policy including, but not limited to, the limits of liability, deductibles and exclusions shown in the Declarations section.

A. LOSS INSURED

This Policy insures Business Interruption loss, as provided in the Business Interruption Coverage, as a direct result of physical loss or damage of the type insured:

1. To property as described elsewhere in this Policy and not otherwise excluded by this Policy;
2. Used by the Insured;
3. While at a **location** or while in transit as provided by this Policy; and
4. During the Period of Liability as described elsewhere in this Policy.

This Policy insures Business Interruption loss only to the extent it cannot be reduced through:

1. The use of any property or service owned or controlled by the Insured;
2. The use of any property or service obtainable from other sources;
3. Working extra time or overtime; or
4. The use of inventory;

All whether at a **location** or at any other premises. This Company reserves the right to take into consideration the combined operating results of all associated, affiliated or subsidiary companies of the Insured in determining the amount of loss.

In determining the amount of loss payable, this Company will consider:

1. Any amount recovered elsewhere under this Policy for loss or damage to finished goods or merchandise at selling price as having been sold to the Insured's regular customers and credited against net sales.
2. The experience of the business before and after and the probable experience during the Period of Liability. The probable experience will also consider any increase or decrease in demand for the Insured's goods or services during the Period of Liability, even if such increase or decrease is from the same event that caused physical loss or damage starting the Period of Liability.
3. The continuation of only those normal charges and expenses that would have been earned had there been no interruption of production or business operations or services.

This Policy also covers expenses reasonably and necessarily incurred by the Insured to reduce the loss otherwise payable under this Policy. The amount of such recoverable expenses will not exceed the amount by which the loss is reduced.

B. BUSINESS INTERRUPTION COVERAGE

1. Gross Earnings

The recoverable Gross Earnings loss is the actual loss sustained by the Insured of **gross earnings**, less all charges and expenses that do not necessarily continue, plus all other earnings derived from the operations of the business, excluding loss covered under Rental Income, during the Period of Liability.

gross earnings means:

The net sales value of production or business operations or services less the cost of:

- a) Raw stock;
- b) Materials and supplies; and
- c) Merchandise sold;

Used in production or business operations or services rendered by the Insured.

The recoverable Gross Earnings loss payable is limited to the extent the Insured is:

- a) Wholly or partially prevented from producing goods or continuing business operations or services;
- b) Unable to make up lost production within a reasonable amount of time, not limited to the period during which production is interrupted;
- c) Unable to continue such operations or services during the Period of Liability; and
- d) Able to demonstrate a loss of sales for the production or business operations or services prevented.

2. Gross Profits

The recoverable Gross Profits loss is the actual loss sustained by the Insured of the:

- a) **Reduction in sales**; and the
- b) **Increased cost of doing business**,

Resulting from the necessary interruption of business during the Period of Liability.

As respects Gross Profits, Business Interruption Exclusion Items 2a, 2c and 3 do not apply.

For purposes of measuring the loss:

gross profits means:

The sum produced by adding the **net profit** to the **insured fixed charges**. If there is no **net profit** the amount of all **insured fixed charges** less that proportion of any loss from business operations as the amount of the **insured fixed charges** bears to all fixed charges.

increased cost of doing business means:

The reasonable and necessary costs incurred to avoid or diminish a **reduction in sales** but not to exceed the sum produced by applying the **rate of gross profit** to the amount of the reduction avoided; all less any sums saved as may cease or be reduced during the Period of Liability.

insured fixed charges means:

All fixed charges unless specifically excluded in the Declarations section.

net profit means:

The net operating profit excluding:

- a) Capital receipts and accruals; and
- b) Outlay properly chargeable to capital;

Resulting from the business of the Insured after due provision has been made for all fixed charges and any other expenses, including depreciation, but before deduction of any taxes on profits.

rate of gross profit means:

The rate of Gross Profit earned on Sales during the twelve (12) full months immediately before the date of the loss or damage to the insured property.

reduction in sales means:

The amount produced by applying the **rate of gross profit** to the amount by which the **sales** during the Period of Liability fall short of the **standard sales**.

sales means:

The money, excluding loss covered under Rental Income, paid or payable to the Insured for:

- a) Goods sold and delivered; and
- b) Services rendered;

In the conduct of the Insured's business.

standard sales means:

The **sales** during the period of the twelve (12) months immediately before the date of the loss or damage to the insured property which corresponds with the Period of Liability.

3. **Rental Income**

The recoverable Rental Income loss is the actual loss sustained by the Insured of the following during the Period of Liability:

- a) The fair rental value of any portion of the property occupied by the Insured;
- b) Income reasonably expected from the rentals of unoccupied or unrented portions of such property;
- c) The rental income from the rented portions of such property, according to bona fide leases, contracts or agreements, in force at the time of loss;

All less charges and expenses that do not continue.

Rental Income Exclusion: As respects Rental Income, the following additional exclusion applies:

This Policy does not insure:

- a) Any loss of rental income during any period in which the insured property would not have been rented for any reason other than an insured loss.

4. **Extra Expense**

The recoverable Extra Expense loss is the reasonable and necessary extra expense incurred by the Insured of the following during the Period of Liability to:

- a) Temporarily continue as close to normal the conduct of the Insured's business; and
- b) Temporarily use the property or facilities of the Insured or others;

All less any value remaining at the end of the Period of Liability for property obtained in connection with the above.

If the Insured makes claim in accordance with the terms and conditions of the BI Select clause, the Period of Liability for Extra Expense coverage will be the Period of Liability applicable to the Business Interruption Coverage option selected.

Extra Expense Exclusions: As respects Extra Expense, the following additional exclusions apply:

This Policy does not insure:

- a) Any loss of income.
- b) Expenses that usually would have been incurred in conducting the business during the same period had no physical loss or damage happened.
- c) The cost of permanent repair or replacement of property that has been damaged or destroyed.
- d) Any expense recoverable elsewhere in this Policy.

5. BI Select™

If this Policy insures Gross Earnings and Gross Profit the Insured has the option to make claim based on either:

- a) Gross Earnings; or
- b) Gross Profit.

If such claim involves more than one **location**, including interdependency at one or more **locations**, all such claims will be adjusted using the coverage option chosen above.

This option may be exercised any time prior to meeting the conditions set forth in the Settlement of Claims provisions in the Loss Adjustment and Settlement section of this Policy.

C. PERIOD OF LIABILITY

The Period of Liability for Business Interruption Coverage and Business Interruption Coverage Extensions, unless otherwise stated elsewhere in this Policy, is as follows:

The Gross Earnings, Rental Income or Extra Expense Period of Liability is:

1. The period starting from the time of physical loss or damage of the type insured; and
2. Ending when, with due diligence and dispatch,
 - a) The lost or damaged property could be repaired or replaced and made ready for production or business operations or services under the same or equivalent physical operating conditions that existed prior to the loss or damage; or
 - b) The lost or damaged property under the course of construction or renovation could be repaired or replaced to the same or equivalent degree of completion that existed prior to the loss or damage. This period of time will be applied to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage happened.
3. For **raw materials** or supplies, the period of time:
 - a) Resulting from the inability to procure suitable **raw materials** or supplies to replace those physically lost or damaged, but
 - b) For no more than the period of time for which such physically lost or damaged **raw materials** or supplies would have supplied production or business operating or servicing needs.

4. For property covered under Data Restoration:

- a) The period of time starting from the time of insured physical loss or damage to electronic data, programs or software; and
- b) Ending when with due diligence and dispatch the electronic data, programs or software could have been recreated or restored and made ready for production or business operations or services under the same or equivalent physical operating conditions that existed prior to the physical loss or damage.

The Gross Profit Period of Liability is:

The period starting from the time of physical loss or damage of the type insured and ending no later than the period of time shown in the Declarations section during which the results of the business shall be directly affected by such damage.

Period of Liability Conditions:

The Period of Liability will not include any additional time:

1. Due to the Insured's inability to resume production or business operations or services regardless of the reason, including but not limited to:
 - a) Making change(s) to the buildings, structures or equipment, for any reason except as provided by the Demolition and Increased Cost of Construction coverage in this Policy; or
 - b) Restaffing or retraining employees. However, this item does not apply to additional time needed to train staff to use new machinery or equipment which replaces machinery or equipment that suffered insured physical loss or damage, provided that such training is completed within 90 days after the new machinery or equipment has been installed.

If two or more Periods of Liability apply such periods will not be cumulative and will not be limited by the expiration of this Policy.

D. BUSINESS INTERRUPTION EXCLUSIONS

In addition to the exclusions elsewhere in this Policy, the following exclusions apply to Business Interruption loss:

This Policy does not insure:

1. Any loss during any idle period, including but not limited to when production, operations or services or delivery or receipt of goods would cease, or would not have taken place or would have been prevented due to:
 - a) Physical loss or damage not insured by this Policy.
 - b) Planned or rescheduled shutdown.
 - c) Strike or other work stoppage.
 - d) Any other reason other than physical loss or damage insured under this Policy.
2. Any increase in loss due to:
 - a) The suspension, cancellation, or lapse of any lease, contract, license or order.
 - b) Damages for breach of contract, or for late or non-completion of orders.
 - c) Fines or penalties of any nature, except as provided by the Contractual Penalties coverage in this Policy.
 - d) Any other consequential or remote loss.

3. Any loss resulting from physical loss or damage to merchandise or finished goods valued at the regular cash selling price or the time required for their reproduction.

E. BUSINESS INTERRUPTION COVERAGE EXTENSIONS

1. Attraction Property

This Policy covers the Business Interruption Coverage loss incurred by the Insured during the Period of Liability directly resulting from physical loss or damage of the type insured to property of the type insured that attracts business to a **described location** and is within one (1) statute mile of the **described location**.

Attraction Property Exclusion: As respects Attraction Property, the following additional exclusion applies:

This Policy does not insure loss resulting from:

- a) Physical loss or damage caused by or resulting from **terrorism**, regardless of any other cause or event, whether or not insured by this Policy, contributing concurrently or in any other sequence to the loss.

2. Civil or Military Authority

This Policy covers the Business Interruption Coverage loss incurred by the Insured during the Period of Liability if an order of civil or military authority prohibits access to a **location** provided such order is the direct result of physical damage of the type insured at a **location** or within five (5) statute miles of it.

Item B. 3. of Property Excluded does not apply to this Business Interruption Coverage Extension.

The Period of Liability for this Business Interruption Coverage Extension will be:

- a) The period of time starting at the time of such order of civil or military authority, but not to exceed the number of consecutive days shown in the Declarations section of this Policy.

3. Communicable Disease - Business Interruption

If a **described location** owned, leased or rented by the Insured has the actual not suspected presence of **communicable disease** and access to such **described location** is limited, restricted or prohibited by:

- a) An order of an authorized governmental agency regulating such presence of **communicable disease**; or
- b) A decision of an Officer of the Insured as a result of such presence of **communicable disease**,

This Policy covers the Business Interruption Coverage loss incurred by the Insured during the Period of Liability at such **described location** with such presence of **communicable disease**.

This coverage is subject to the Qualifying Period in the Declarations section of this Policy.

Communicable Disease - Business Interruption Exclusions: As respects Communicable Disease - Business Interruption, the following additional exclusions apply:

This Policy does not insure loss resulting from:

- a) The enforcement of any law or ordinance with which the Insured was legally obligated to comply prior to the time of the actual spread of **communicable disease**.
- b) Loss or damage caused by or resulting from **terrorism**, regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any sequence of loss.

The Period of Liability for this Business Interruption Coverage Extension will be:

The period of time:

- a) Starting at the time of the order of the authorized governmental agency or the Officer of the Insured; but
- b) Not to exceed the time limit shown in the Sub-Limits clause in the Declarations section,

This period of time is part of and not in addition to any Period of Liability applying to any coverage provided in the Business Interruption section.

4. Contractual Penalties

This Policy covers contractual penalties incurred by the Insured during the Period of Liability due to late or non-completion of orders as a direct result of insured physical loss or damage to property of the type insured.

This extension of coverage applies provided that such contractual penalties:

- a) Are written in the provisions of a contract prior to the time of such direct physical loss or damage, and
- b) Will be limited to the contractual sales value of such late or non-completed orders.

5. Crisis Management

This Policy covers the Business Interruption Coverage loss incurred by the Insured during the Period of Liability if an order of civil or military authority prohibits access to a **described location**, provided such order is a direct result of:

- a) A violent crime, suicide, attempted suicide or armed robbery; or
- b) A death or bodily injury caused by a workplace accident;

At that **described location**.

For the purpose of this Business Interruption Coverage Extension only, a violent crime, suicide, attempted suicide or armed robbery at a **described location** will be considered direct physical loss or damage insured by this Policy.

Crisis Management Exclusion: As respects Crisis Management, the following additional exclusion applies:

This Policy does not insure loss resulting from:

- a) Physical loss or damage caused by or resulting from **terrorism**, regardless of any other cause or event, whether or not insured by this Policy, contributing concurrently or in any other sequence to the loss.

The Period of Liability for this Business Interruption Coverage Extension will be:

- a) The period of time starting at the time of such order of civil or military authority, but not to exceed the number of consecutive days shown in the Declarations section of this Policy.

6. Data Service Provider - Business Interruption

This Policy covers the Business Interruption Coverage loss incurred by the Insured during the Period of Liability at a **location of off-premises data processing or data transmission services**, when the interruption is caused by any accidental event at the facilities of the provider of such services, while anywhere within this Policy's Territory, that immediately prevents in whole or in part the delivery of such provided services.

This coverage will apply when such interruption of **off-premises data processing or data transmission services** is in excess of the Qualifying Period shown in the Declarations section of this Policy.

Additional General Conditions:

- a) The Insured will immediately notify the company providing **off-premises data processing or data transmission services** of any interruption of such services.

- b) The Company will not be liable if the interruption of such services is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has entered into for such specified services.

Coverage provided in this Extension is excluded from coverage elsewhere in this Policy.

This Extension does not cover the Business Interruption Coverage loss incurred by the Insured covered by Owned Network Interruption coverage as provided in this section of this Policy.

Data Service Provider - Business Interruption Exclusions: As respects Data Service Provider - Business Interruption, the following additional exclusions apply:

This Policy excludes loss or damage directly or indirectly caused by or resulting from the following regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.

- a) Terrorism.
- b) Accidental event to a satellite.

The Period of Liability for this Business Interruption Coverage Extension will be:

- a) The period starting with the time when an interruption of provided services happens; and ending when with due diligence and dispatch the service could be wholly restored and the **location** receiving the service could or would have resumed normal operations following the restorations of service under the same or equivalent physical and operating conditions as provided by the Period of Liability clause in this section.
- b) Is limited to only those hours during which the Insured would or could have used service(s) if it had been available.
- c) Does not extend to include the interruption of operations caused by any reason other than interruption of the provided service(s).

7. Extended Period of Liability

The Gross Earnings and Rental Income coverage is extended to cover the reduction in sales resulting from:

- a) The interruption of business as covered by Gross Earnings or Rental Income;
- b) For such additional length of time as would be required with the exercise of due diligence and dispatch to restore the Insured's business to the condition that would have existed had no loss happened; and
- c) Commencing with the date on which the liability of the Company for loss resulting from interruption of business would terminate if this Business Interruption Coverage Extension had not been included in this Policy.

However, this Business Interruption Coverage Extension does not apply to Gross Earnings or Rental Income loss resulting from physical loss or damage caused by or resulting from **terrorism**.

As respects Extended Period of Liability, Business Interruption Exclusion Item 2a does not apply.

Coverage under this Business Interruption Coverage Extension for the reduction in sales due to contract cancellation will include only those sales that would have been earned under the contract during the extended period of liability.

Coverage under this Business Interruption Coverage Extension does not apply for more than the number of consecutive days shown in the Sub-Limits clause of the Declarations section of this Policy.

8. Ingress/Egress

This Policy covers the Business Interruption Coverage loss incurred by the Insured due to the necessary interruption of the Insured's business when ingress to or egress from a **described location(s)** is physically prevented, either partially or totally, as a direct result of physical loss or damage of the type insured to property of the type insured whether or not at a **described location**.

Item B. 3. of Property Excluded does not apply to this Business Interruption Coverage Extension.

Ingress/Egress Exclusion: As respects Ingress/Egress, the following additional exclusion applies:

This Policy does not insure loss resulting from:

- a) Physical loss or damage caused by or resulting from **terrorism**, regardless of any other cause or event, whether or not insured by this Policy, contributing concurrently or in any other sequence to the loss.

9. Leasehold Interest

This Policy covers the loss incurred by the Insured of Leasehold Interest as follows:

If the lease agreement requires continuation of rent; and if the property is wholly untenable or unusable, the actual rent payable for the unexpired term of the lease; or if the property is partially untenable or unusable, the proportion of the rent payable for the unexpired term of the lease.

If the lease is cancelled by the lessor pursuant to the lease agreement or by the operation of law; the **Lease Interest** for the first three months following the loss; and the **Net Lease Interest** for the remaining unexpired term of the lease.

Leasehold Interest Exclusions: As respects Leasehold Interest, the following applies:

- a) Business Interruption Exclusions 1, 2 and 3 do not apply and the following applies instead:

This Policy does not insure any increase in loss resulting from the suspension, lapse or cancellation of any license, or from the Insured exercising an option to cancel the lease; or from any act or omission of the Insured that constitutes a default under the lease.

- b) This Policy does not insure loss directly resulting from physical loss or damage to Personal Property.

As used above, the following terms mean:

Net Lease Interest:

That sum which placed at 6 percent interest rate compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

Lease Interest:

The excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of the Insured's lease.

10. Logistics Extra Cost

This Policy covers the extra cost incurred by the Insured during the Period of Liability due to disruption of the normal movement of goods or materials:

- a) Directly between **described locations**; or
- b) Directly between a **location** and the premises of a direct supplier, direct customer or direct contract service provider to the Insured;

Provided that such disruption is a direct result of physical loss or damage of the type insured to property of the type insured within the Policy's Territory.

Item B. 3. of Property Excluded does not apply to this Business Interruption Coverage Extension.

The recoverable extra cost loss will be the reasonable and necessary extra costs incurred by the Insured of the following:

- a) Extra costs to temporarily continue as close to normal the movement of goods or materials.

Logistics Extra Cost Exclusions: As respects Logistics Extra Cost, the following shall apply:

This Policy does not insure any loss resulting from:

- a) Disruption of incoming or outgoing services consisting of electricity, gas, fuel, steam, water, refrigeration, sewerage and voice, data or video.
- b) Disruption caused by or resulting from **terrorism**, regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.
- c) Disruption caused by physical loss or damage to personal property of the Insured while in transit.
- d) Disruption in the movement of goods or materials between the premises of a supplier, customer or contract service provider to the Insured and the premises of another supplier, customer or contract service provider to the Insured.
- e) Costs that usually would have been incurred in conducting the business during the same period had there been no disruption of normal movement of goods or materials; or
- f) Loss of income.
- g) Costs of permanent repair or replacement of property that has been damaged or destroyed.

The Period of Liability for this Business Interruption Coverage Extension will be:

The period of time:

- a) Starting at the time of physical loss or damage causing the disruption of the normal movement of goods or materials; and
- b) Ending not later than when with due diligence and dispatch the normal movement of goods or materials could be resumed.

11. Off-Premises Service Interruption - Business Interruption

This Policy covers Business Interruption Coverage loss incurred by the Insured during the Period of Liability caused by the interruption, in whole or part, of incoming electric, gas, fuel, steam, water, refrigeration, and outgoing sewerage services at a **location**.

The interruption of such services must be by reason of any accidental event, not otherwise excluded by this Policy, at the facilities of the service provider(s) while anywhere within this Policy's Territory.

This coverage is subject to the Qualifying Period in the Declarations section of this Policy.

Additional Conditions:

This Company will not be liable for deliberate act(s) by the supplying utility to shed load to maintain system integrity.

Off-Premises Service Interruption - Business Interruption Exclusion: As respects Off-Premises Service Interruption - Business Interruption the following additional exclusions apply:

This Policy excludes loss or damage directly or indirectly caused by or resulting from terrorism regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.

The Period of Liability for this Business Interruption Coverage Extension will be:

- a) The period starting with the time when an interruption of specified services happens; and
- b) Ending when with due diligence and dispatch the service could be wholly restored and the **location** receiving the service could or would have resumed normal operations under the same or equivalent physical and operating conditions. Resultant and concurrent interruptions are considered as one event.

12. Owned Network Interruption

This Policy covers the Business Interruption Coverage loss incurred by the Insured during the Period of Liability directly resulting from:

- a) The failure of the Insured's **electronic data processing equipment or media** to operate provided that such failure is the direct result of a **cyber event** directed at the Named Insured; or
- b) The Insured's reasonable action to temporarily protect the Insured's electronic data processing equipment or media against an actual or immediately impending **cyber event** directed at the Named Insured, provided such action is necessary to prevent failure of the Insured's **electronic data processing equipment or media** to operate.

While anywhere within this Policy's Territory.

As respects item a) above, this coverage will apply when the Period of Liability below is in excess of the Qualifying Period shown in the Declarations section of this Policy.

The Period of Liability for this Business Interruption Coverage Extension will be:

- a) The period of time starting when the Insured's **electronic data processing equipment or media** fails to operate and ending when, with due diligence and dispatch, the Insured's electronic data processing equipment or media could be restored to the same or equivalent operating condition that existed prior to the failure; and
- b) Does not include the additional time to make changes to the Insured's **electronic data processing equipment or media**.

13. Protection and Preservation of Property - Business Interruption

This Policy covers the Business Interruption Coverage loss incurred by the Insured for a period of time not to exceed 48 hours prior to and 48 hours after the Insured first taking reasonable action for the temporary protection and preservation of property insured by this Policy provided such action is necessary to prevent immediately impending insured physical loss or damage to such insured property.

This Business Interruption Coverage Extension does not cover loss sustained by the Insured to temporarily protect or preserve insured property from actual, or to prevent immediately impending, physical loss or damage covered by Terrorism coverage as provided in this Policy.

This Business Interruption Coverage Extension is subject to the deductible provisions that would have applied had the physical loss or damage happened.

14. Research and Development

Gross Earnings and Gross Profits coverages are extended to cover the actual loss sustained by the Insured of continuing fixed charges and **ordinary payroll** directly attributable to the interruption of research and development activities that in themselves would not have produced income during the Period of Liability.

The Period of Liability for this Business Interruption Coverage Extension will be:

The period of time:

- a) Starting at the time of physical loss or damage of the type insured; and
- b) Ending when the property could be repaired or replaced and made ready for operations.

15. Soft Costs

This Policy covers **soft costs** incurred by the Insured during the Period of Liability arising out of the delay in the completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at **locations**.

16. Supply Chain

This Policy covers the Business Interruption Coverage loss incurred by the Insured during the Period of Liability directly resulting from physical loss or damage of the type insured to property of the type insured at the premises of any of the following within the Policy's Territory:

- a) Direct suppliers, direct customers or direct contract service providers to the Insured;
- b) Any company under any royalty, licensing fee or commission agreement with the Insured; or
- c) Any company that is a direct or indirect supplier, customer or contract service provider of those described in a) above,

But not at the premises of entities directly or indirectly supplying to or receiving from a **location** electricity, fuel, water, steam, refrigeration, sewerage, voice, data or video.

Business Interruption Coverage loss recoverable under this Business Interruption Coverage Extension is extended to include the following Business Interruption Coverage Extensions:

- a) Civil or Military Authority
- b) Extended Period of Liability
- c) Ingress/Egress
- d) Off-Premises Service Interruption - Business Interruption
- e) Supply Chain

Supply Chain Exclusions: As respects Supply Chain coverage, the following additional exclusion applies:

This Policy does not insure loss resulting from:

- a) Physical loss or damage caused by or resulting from **terrorism**, regardless of any other cause or event, whether or not insured by this Policy, contributing concurrently or in any other sequence to the loss.

LOSS ADJUSTMENT AND SETTLEMENT

A. ABANDONMENT

There shall be no abandonment to this Company of any property.

B. APPRAISAL

If the Insured and this Company fail to agree on the amount of loss, each will, on the written demand of either, select a competent and disinterested appraiser after:

1. The Insured has fully complied with all provisions of this Policy.
2. This Company has received a signed and sworn Proof of Loss from the Insured.

Each will notify the other of the appraiser selected within 20 days of such demand.

The appraisers will first select a competent and disinterested umpire. If the appraisers fail to agree upon an umpire within 30 days then, on the request of the Insured or this Company, the umpire will be selected by a judge of a court of record in the jurisdiction in which the appraisal is pending. The appraisers will then appraise the amount of loss, stating separately the **actual cash value** and replacement cost value as of the date of loss and the amount of loss, for each item of physical loss or damage or if, for Business Interruption loss, the amount of loss for each Business Interruption coverage of this Policy.

If the appraisers fail to agree, they will submit their differences to the umpire. An award agreed to in writing by any two will determine the amount of loss.

The Insured and this Company will each:

1. Pay its chosen appraiser; and
2. Bear equally the other expenses of the appraisal and umpire.

A demand for Appraisal shall not relieve the Insured of its continuing obligation to comply with the terms and conditions of this Policy, including as provided under Requirements in Case of Loss.

This Company will not be held to have waived any of its rights by any act relating to appraisal.

C. COLLECTION FROM OTHERS

This Company will not be liable for any loss to the extent that the Insured has collected for such loss from others.

D. COMPANY OPTION

This Company has the option to take all or any part of damaged property at the agreed or appraised value. This Company must give notice to the Insured of its intention to do so within 30 days after receipt of Proof of Loss.

E. CURRENCY FOR LOSS PAYMENT

Losses will be adjusted and paid in the currency of the United States of America, except in Canada where losses will be paid in Canadian currency, unless directed otherwise by the First Named Insured.

F. LEGAL ACTION AGAINST THIS COMPANY

No suit, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless:

1. The Insured has fully complied with all the provisions of this Policy; and
2. Legal action is started within two years after inception of the loss.

If under the insurance laws of the jurisdiction in which the property is located, such two-year limitation is invalid, then any such legal action must be started within the shortest limit of time permitted by such laws.

G. LOSS ADJUSTMENT AND PAYABLE

Loss or damage will be adjusted with the First Named Insured and payable to or as the First Named Insured directs subject to the Mortgage/Lenders Loss Payable clause in the General Conditions section of this Policy.

Additional insured interests will also be included in loss payment as their interests may appear when named as additional named insured, lender, mortgagee and/or loss payee on a Certificate of Insurance issued by this Company prior to the loss.

When named on a Certificate of Insurance issued by the Insured's broker with this Company's permission, such additional interests are added to this Policy as their interests may appear when such Certificate of Insurance is issued prior to the loss and on file with this Company. The effective date of any such interest will be the issue date of the certificate unless a later date is specified on the Certificate of Insurance. The Certificate of Insurance will not amend, extend or alter the terms, conditions, provisions and limits of this Policy.

H. OTHER INSURANCE

1. If there is any other insurance that would apply in the absence of this Policy, this Policy will apply only after such insurance whether collectible or not.
2. In no event will this Policy apply as contributing insurance.
3. The Insured is permitted to have other insurance over any limits or sublimits of liability specified elsewhere in this Policy without prejudice to this Policy. The existence of any such insurance will not reduce any limit or sublimit of liability in this Policy. Any other insurance that would have provided primary coverage in the absence of this Policy will not be considered excess.
4. The Insured is permitted to have other insurance for all, or any part, of any deductible in this Policy. The existence of such other insurance will not prejudice recovery under this Policy. If the limits of liability of such other insurance are greater than this Policy's applicable deductible, this Policy's insurance will apply only after such other insurance has been exhausted.
5. If this Policy is deemed to contribute with other insurance, the limit of liability applicable at each **location**, for the purposes of such contribution with other insurers, will be the latest amount described in this Policy or the latest **location** value on file with this Company.

I. REQUIREMENTS IN CASE OF LOSS

The Insured will:

1. Give immediate written notice to this Company of any loss.
2. Protect the property from further loss or damage.
3. Promptly separate the damaged and undamaged property; put it in the best possible order; and furnish a complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, **actual cash value**, replacement value and amount of loss claimed.
4. Give a signed and sworn proof of loss to the Company within 90 days after the loss, unless that time is extended in writing by this Company. The proof of loss must state the knowledge and belief of the Insured as to:

- a) The time and origin of the loss.
 - b) The Insured's interest and that of all others in the property.
 - c) The **actual cash value** and replacement value of each item and the amount of loss to each item; all encumbrances; and all other contracts of insurance, whether valid or not, covering any of the property.
 - d) Any changes in the title, use, occupation, location, possession or exposures of the property since the effective date of this Policy.
 - e) By whom and for what purpose any **location** insured by this Policy was occupied on the date of loss, and whether or not it then stood on leased ground.
5. Include a copy of all the descriptions and schedules in all policies and, if required, provide verified plans and specifications of any buildings, fixtures, machinery or equipment destroyed or damaged.
6. Further, the Insured, will as often as may be reasonably required:
- a) Exhibit to any person designated by the Company all that remains of any property;
 - b) Submit to examination under oath by any person designated by the Company and sign the written records of examinations; and
 - c) Produce for examination at the request of the Company:
 - i) All books of accounts, business records, bills, invoices and other vouchers; or
 - ii) Certified copies if originals are lost,

At such reasonable times and places that may be designated by the Company or its representative and permit extracts and machine copies to be made.

J. SETTLEMENT OF CLAIMS

The amount of loss for which this Company may be liable will be paid within 30 days after:

- 1. Proof of loss as described in this Policy is received by this Company; and
- 2. When a resolution of the amount of loss is made either by:
 - a) Written agreement between the Insured and this Company; or
 - b) The filing with this Company of an award as provided in the Appraisal clause of this section.

In the event of insured physical loss or damage determined by this Company's representatives to be in excess of the applicable policy deductible, this Company will advance mutually agreed-upon partial payment(s), subject to the Policy's provisions. To obtain such partial payments, the Insured will submit a signed and sworn proof of loss as described in this Policy, with adequate supporting documentation.

K. SUBROGATION

The Insured shall cooperate in any subrogation proceedings. This Company may require from the Insured an assignment or other transfer of all rights of recovery against any party for loss to the extent of this Company's payment.

This Company will not acquire any rights of recovery that the Insured has expressly waived prior to a loss. No such waiver will affect the Insured's rights under this Policy.

Any recovery from subrogation proceedings, less costs incurred by this Company in such proceedings, will be payable to the Insured in the proportion that the amount of:

1. Any applicable deductible; and/or
2. Any provable uninsured loss,

Bears to the entire provable loss amount.

L. VALUATION

Adjustment of the physical loss amount(s) under this Policy will be as of the date of loss at the place of loss, and for no more than the interest of the Insured.

1. Adjustment of physical loss to property will be determined based on the lesser of the following unless stated otherwise below or elsewhere in this Policy:
 - a) The cost to repair.
 - b) The cost to rebuild or replace on the same site with new materials of like size, kind and quality.
 - c) The cost to rebuild, repair or replace on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss.
 - d) On real property or machinery and equipment, other than stock, offered for sale on the date of the loss, the selling price.
2. On **raw materials**, supplies and merchandise not manufactured by the Insured, the replacement cost.
3. On **stock in process**, the value of **raw materials** and labor expended plus the proper proportion of overhead charges.
4. On finished goods manufactured by the Insured, the regular cash selling price, less all discounts and charges to which such finished goods would have been subject had no loss happened.
5. On exposed films, records, manuscripts and drawings that are not **valuable papers and records**, the value blank plus the cost of copying information from backup or from originals of a previous generation. These costs will not include research, engineering or any costs of restoring or recreating lost information.
6. On personal property that is part of a pair or set, and the physically damaged personal property cannot be replaced or repaired, the reduction in value of the undamaged portion of insured personal property. If settlement is based on a constructive total loss, the Insured will surrender the undamaged parts of such property to this Company.
7. On unrepairable electrical or mechanical equipment, including computer equipment, the cost to replace such equipment with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement.
8. On property scheduled for demolition, the increased cost of demolition, if any, directly resulting from insured loss.
9. On improvements and betterments, the unamortized value of improvements and betterments, if such property is not repaired or replaced at the Insured's expense.
10. On property that is useless to the Insured, the **actual cash value**.
11. On property if not repaired, replaced or rebuilt on the same or another site within two years from the date of loss, unless such time is extended by the Company, the **actual cash value**.

The Insured may elect not to repair or replace the insured real or personal property under Item 1 above that is lost, damaged or destroyed. Loss settlement may be elected on the lesser of repair or replacement cost basis if the proceeds of such loss settlement are expended on other capital expenditures related to the Insured's operations within two years from the date of loss. As a condition of collecting under this item, such expenditure must be unplanned as of the date of loss and be made at a described **location** under this Policy. This item does not extend to Demolition and Increased Cost of Construction.

GENERAL CONDITIONS

A. APPLICATION OF POLICY TO DATE OR TIME RECOGNITION

With respect to situations caused by any **date or time recognition** problem by **electronic data processing equipment or media** (such as the so-called Year 2000 problem), this Policy applies as follows:

1. This Policy does not pay for remediation, change, correction, repair or assessment of any **date or time recognition** problem, including the Year 2000 problem, in any **electronic data processing equipment or media**, whether preventative or remedial, and whether before or after a loss, including temporary protection and preservation of property. This Policy does not pay for any business interruption loss resulting from the foregoing remediation, change, correction, repair or assessment.
2. Failure of **electronic data processing equipment or media** to correctly recognize, interpret, calculate, compare, differentiate, sequence, access or process data involving one or more dates or times, including the Year 2000, is not insured physical loss or damage. This Policy does not pay for any such incident or for any business interruption loss resulting from any such incident.

Subject to all of its terms and conditions, this Policy does pay for physical loss or damage not excluded by this Policy that results from a failure of **electronic data processing equipment or media** to correctly recognize, interpret, calculate, compare, differentiate, sequence, access or process data involving one or more dates or times, including the Year 2000. Such covered resulting physical loss or damage does not include any loss, cost or expense described in 1. or 2. above. If such covered resulting physical loss or damage happens, and if this Policy provides business interruption coverage, then, subject to all of its terms and conditions, this Policy also covers any insured business interruption loss directly resulting therefrom.

B. CANCELLATION/NON-RENEWAL

This Policy may be:

1. Cancelled at any time at the request of the First Named Insured by surrendering this Policy to this Company or by giving written notice to this Company stating when such cancellation will take effect; or
2. Cancelled by this Company by giving the First Named Insured not less than:
 - a) 60 days written notice of cancellation; or
 - b) 10 days written notice of cancellation if the First Named Insured fails to remit, when due, payment of premium for this Policy; or
3. Non-renewed by this Company by giving the First Named Insured not less than 60 days written notice of non-renewal.

Return of any unearned premium will be calculated on the customary short rate basis if the First Named Insured cancels and on a pro-rata basis if the Company cancels this Policy. Return of any unearned premium will be made by the Company as soon as practicable.

C. CONFORMITY TO STATUTE

Terms of this Policy that conflict with the statutes of the jurisdiction where the insured property is located, are amended to conform to such statutes.

D. FIRST NAMED INSURED

The First Named Insured shown in the Declarations section:

1. Is responsible for the payment of all premiums.

2. Will be the payee for any return premiums.
3. May authorize changes in the terms and conditions of this Policy with the consent of this Company.

E. INCREASE IN HAZARD

This Policy will not apply to any **location** where there is an increase in hazard over which the Insured has control and knowledge. Any increase in hazard at one or more **locations** will not affect coverage at other **locations** where, at the time of loss or damage, the increase in hazard does not exist.

F. INSPECTIONS

This Company, at all reasonable times, will be permitted, but will not have the duty, to inspect insured property. This Company does not address life, safety or health issues.

This Company's:

1. Right to make inspections; or
2. Making of inspections; or
3. Providing recommendations or other information in connection with any inspections,

Will not constitute an undertaking, on behalf of or for the benefit of the Insured or others.

This Company will have no liability to the Insured or any other person because of any inspection or failure to inspect.

When this Company is not providing jurisdictional inspections, the Owner/Operator has the responsibility to assure that jurisdictional inspections are performed as required, and to assure that required jurisdictional Operating Certificates are current for their pressure equipment.

G. LIBERALIZATION CLAUSE

If during the period that insurance is in force under this Policy, any filed rules or regulations affecting the same are revised by statute so as to broaden the insurance without additional premium charge, such extended or broadened insurance will inure to the benefit of the Insured within such jurisdiction, effective the date of the change specified in such statute.

H. MISREPRESENTATION AND FRAUD

This entire Policy will be void if, whether before or after a loss, an Insured has:

1. Willfully concealed or misrepresented any material fact or circumstance concerning this insurance, the subject thereof, any insurance claim, or the interest of an Insured.
2. Made any attempt to defraud this Company.
3. Made any false swearing.

I. MORTGAGEE/LENDERS LOSS PAYABLE

Loss or damage, if any, to specified property insured under this Policy shall be payable to each specified Lenders Loss Payable (hereinafter referred to as Lender) and specified Mortgagee as its interest may appear.

This insurance as to the interest of the Lender or Mortgagee shall not be invalidated by:

1. Any act or neglect of the debtor, mortgagor or owner (as the case may be) of the property.

2. Foreclosure, notice of sale or similar proceedings with respect to the property.
3. Change in the title or ownership of the property.
4. Change to a more hazardous occupancy.

The Lender or Mortgagee will notify this Company of any known change in ownership, occupancy or hazard and, within 10 days of written request by this Company, may pay the increased premium associated with such known change. If the Lender or Mortgagee fails to pay the increased premium, all coverage under this Policy will cease.

If the Insured fails to render proof of loss within the time provided in this Policy, the Lender or Mortgagee shall render proof of loss within sixty days after having knowledge of the Insured's failure in the form and manner provided by this Policy, and, further, shall be subject to the provisions of this Policy relating to Appraisal, Legal Action Against this Company, and Settlement of Claims.

If this Policy is cancelled at the request of the First Named Insured or its agent, the coverage for the interest of the Lender or Mortgagee will terminate 10 days after the Company sends to the Lender or Mortgagee written notice of cancellation, unless:

1. Sooner terminated by authorization, consent, approval, acceptance or ratification of the Insured's action by the Lender or Mortgagee, or its agent.
2. This Policy is replaced by the Insured, with a policy providing coverage for the interest of the Lender or Mortgagee, in which event coverage under this Policy with respect to such interest will terminate as of the effective date of the replacement policy, notwithstanding any other provision of this Policy.

This Company may cancel this Policy and/or the interest of the Lender or Mortgagee under this Policy, by giving the Lender or Mortgagee written notice 60 days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment. If the debtor, mortgagor or owner has failed to pay any premium due under this Policy, this Company may cancel this Policy for such non-payment, but will give the Lender or Mortgagee written notice 10 days prior to the effective date of cancellation. If the Lender or Mortgagee fails to pay the premium due by the specified cancellation date, all coverage under this Policy will cease.

Whenever this Company shall pay the Lender or Mortgagee for loss or damage under this Policy and shall deny payment to the debtor, mortgagor or owner, this Company shall, to the extent of such payment, be subrogated to the rights of the Lender or Mortgagee under all collateral held to secure the debt or mortgage. No subrogation shall impair the right of the Lender or Mortgagee to recover the full amount due. At its option, this Company may pay to the Lender or Mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the Lender or Mortgagee to this Company, and the remaining debt or mortgage will be paid to this Company.

This Company may invoke this Policy's Suspension clause. The suspension of insurance will apply to the interest of the Lender or Mortgagee in any machine, vessel, or part of any machine or vessel subject to the suspension. This Company will provide the Lender or Mortgagee at the last reported address a copy of the suspension notice.

All notices sent to the Lender shall be sent to its last reported address.

Other provision relating to the interests and obligations of the Lender or Mortgagee may be added to this Policy by agreement in writing.

J. POLICY MODIFICATION

This Policy contains all of the agreements between the Insured and the Company concerning this insurance. The Insured and the Company may request changes to this Policy. This Policy can be changed only by endorsements issued by the Company and made a part of this Policy.

Notice to any agent or knowledge possessed by any agent or by any other person will not:

1. Create a waiver, or change any part of this Policy; or

2. Prevent the Company from asserting any rights under the provisions of this Policy.

K. REINSTATEMENT OF LIMITS AFTER A LOSS

Except for an **annual aggregate** limit of liability, any loss or payment of any claim will not reduce the amount payable under this Policy.

L. REPRESENTATION OF RISK

This Policy has been issued based on the statement of values declared by the Insured prior to inception of this Policy. The Insured will provide the Company 100% values by **location** annually no later than sixty (60) days prior to the Policy anniversary or renewal, unless otherwise agreed to. The Insured will also promptly report 100% of values for any **location(s)** purchased, leased or rented by the Insured after the inception, anniversary or renewal dates of this Policy.

Types of Values

1. Property values in accordance with the Valuation clause of the Loss Adjustment and Settlement section of this Policy.
2. Stock and Supplies values based on the average and maximum values for the previous 12-month period.
3. Business Interruption values projected for the 12 months following the inception date of this Policy and for every renewal thereof, and the actual Business Interruption values for the previous 12-month period.

If the Company determines that any of the above values reported by the Insured are not accurate, the Insured will cooperate with the Company to conduct an appraisal or analysis of such values.

M. SANCTIONS

This Policy shall not provide coverage for any claim, under any provision, if coverage and payment of such claim would expose this Company to any sanctions, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

N. SUSPENSION

Upon discovery of a dangerous condition, this Company may immediately suspend the **boiler and machinery** insurance with respect to any machine, vessel or part thereof by giving written notice to the Insured. The insurance that is suspended may be reinstated by this Company. The Insured will be allowed the return of the unearned portion of the premium resulting from the suspension of insurance.

O. TRANSFER OF RIGHTS AND DUTIES UNDER THIS POLICY

The Insured's rights, interests and duties under this Policy may not be transferred or assigned without this Company's written consent.

DEFINITIONS

actual cash value means the cost to repair or replace the property, on the date of the loss or damage, with material of like kind and quality, less proper deduction for obsolescence and physical depreciation.

annual aggregate means the Company's maximum amount payable during any policy year.

boiler and machinery means:

1. Direct physical loss or damage originating within:
 - a) Boilers, fired or unfired pressure vessels, vacuum vessels and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:
 - i) Waste disposal piping;
 - ii) Any piping forming part of a fire protective system;
 - iii) Furnaces; and
 - iv) Any water piping other than:
 - (a) Boiler feed water piping between the feed pump or injector and the boiler;
 - (b) Boiler condensate return piping; or
 - (c) Water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.
 - b) All mechanical, electrical, electronic or fiber optic equipment;
2. And caused by, resulting from or consisting of:
 - a) Mechanical breakdown; or
 - b) Electrical or electronic breakdown; or
 - c) Extremes or changes of temperature; or
 - d) Rupture, bursting, bulging, implosion or steam explosion.
3. **boiler and machinery** as used in this Policy does not mean:

Physical loss or damage caused by or resulting from any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

 - a) Combustion explosions, except from within combustion gas turbines; or
 - b) Explosions from liquids coming in contact with molten materials; or
 - c) Accidental discharge, escape, leakage, backup or overflow to the open of any material from confinement within piping, plumbing systems or tanks except from property described in Item 1a above; or
 - d) Fire, or from the use of water or other means to extinguish a fire.

communicable disease means disease which is:

1. Transmissible from human to human by direct or indirect contact with an affected individual or the individual's discharges, or
2. Legionellosis.

contaminant means anything that causes **contamination**.

contamination means any condition of property due to the actual or suspected presence of any foreign substance, impurity, pollutant, hazardous material, poison, toxin, pathogen or pathogenic organism, bacteria, virus, disease causing or illness causing agent, fungus, mold or mildew.

cyber event means any act involving the malicious or unauthorized access to, operation of, or use of **electronic data processing equipment or media**, regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical loss or damage by fire, explosion or sprinkler leakage resulting from **cyber event** will not be considered to be loss by **cyber event** within the terms and conditions of this Policy.

date or time recognition means the recognition, interpretation, calculation, comparison, differentiation, sequencing, accessing or processing of data involving one or more dates or times, including the Year 2000.

described location(s) means the locations described in the Insurance Provided clause of the Declarations section of this Policy.

earth movement means any natural or man-made earth movement, including but not limited to earthquake or landslide regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, physical loss or damage by fire, explosion, sprinkler leakage or **flood** resulting from **earth movement** will not be considered to be loss by **earth movement** within the terms and conditions of this Policy.

electronic data processing equipment or media means any computer, computer system or component, hardware, network, microprocessor, microchip, integrated circuit or similar devices or components in computer or non-computer equipment, operating systems, data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, whether the property of the Insured or not.

fine arts means paintings; etchings; pictures; tapestries; rare or art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit, excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money and securities.

flood means flood; surface waters; rising waters; storm surge, sea surge, wave wash; waves; tsunami; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom; all whether driven by wind or not; or sewer backup resulting from any of the foregoing; regardless of any other cause or event, whether natural or man-made, contributing concurrently or in any other sequence of loss. Physical loss or damage from **flood** associated with a storm or weather disturbance whether or not identified by name by any meteorological authority, is considered to be **flood** within the terms of this Policy. However, physical loss or damage by fire, explosion or sprinkler leakage resulting from **flood** is not considered to be loss by **flood** within the terms and conditions of this Policy.

Green means products, materials, methods and processes certified by a **Green Authority** that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.

Green Authority means an authority on **Green** buildings, products, materials, methods or processes that are certified and accepted by Leadership in Energy and Environmental Design (LEED®), Green Building Initiative Green Globes®, Energy Star Rating System or any other recognized **Green** rating system.

irreplaceable means an item which cannot be replaced with other of like kind and quality.

location means a location described in the Insurance Provided clause of the Declarations section or included as Newly Acquired Property or Unnamed Property coverages.

named perils means fire, lightning, **wind**, hail, explosion, smoke, impact from aircraft and vehicles, objects falling from aircraft, strike, riot, civil commotion, vandalism, theft, attempted theft, sprinkler leakage or collapse of buildings.

occurrence means the sum total of all loss or damage of the type insured, including any insured Business Interruption loss, arising out of or caused by one discrete event of physical loss or damage, except as respects the following:

1. **terrorism: occurrence** will mean the sum total of all loss or damage of the type insured, including any insured Business Interruption loss, arising out of or caused by all acts of **terrorism** during a continuous period of seventy-two (72) hours.
2. **earth movement: occurrence** will mean the sum total of all loss or damage of the type insured, including any insured Business Interruption loss, arising out of or caused by all **earth movement(s)** during a continuous period of seventy-two (72) hours.

off-premises data processing or data transmission services means the storage or processing of data performed off-premises of the Insured's property, including the transmission of voice, data or video over a single, or combination of, computer or communication networks.

offshore means away from the shore but not connected to the shore by docks, piers or any other physical connection other than pipelines.

ordinary payroll means:

1. Wages of all employees except officers, executives, department managers, and employees under contract or similar key employees; and
2. Includes taxes and charges dependent on the payment of those wages.

physical loss or damage to electronic data, programs or software means the destruction, distortion or corruption of electronic data, programs or software.

production machinery and equipment means any production or process machine(s) or apparatus that processes, forms, cuts, shapes, grinds or conveys **raw materials**, materials in process or finished goods and any associated equipment utilized in production including but not limited to electrical cabling, transformers, HVAC and any equipment or apparatus that is mounted upon or used exclusively with any one or more production or process machine(s) or apparatus.

raw materials mean materials and supplies in the state in which the Insured receives them for conversion by the Insured into finished goods.

soft costs means the expenses over and above normal expenses at **locations** undergoing alterations or additions to existing property and property in the course of construction limited to the following:

1. Construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, and charges by the lenders for the extension or renewal of loans necessary.
2. Commitment fees, leasing and marketing expenses - the cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of releasing and marketing of the Insured Project due to loss of tenant(s) or purchaser(s).
3. Additional fees - for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.
4. Carrying costs - building permits, additional interest on loans, insurance premiums and property and realty taxes.

stock in process means **raw materials** or stock, which has undergone any aging, seasoning, mechanical or other process or manufacture, but which is not finished goods.

terrorism means:

1. Any act, involving the use or threat of: force, violence, dangerous conduct, interference with the operations of any business, government or other organization or institution, or any similar act,
2. When the effect or apparent purpose is:

To influence or instill fear in any government (de jure or de facto) or the public, or any segment of either; or to further, or to express support for, or opposition to, any political, religious, social, ideological or similar type of objective or position.

transmission and distribution systems means transmission and distribution systems including but not limited to electricity, gas, fuel, steam, water, refrigeration, sewerage, voice, data and video. Such systems shall include poles, towers and fixtures, overhead conductors and devices, underground and underwater conduit, underground and underwater conductors and devices, line transformers, service meters, street lighting and signal systems.

valuable papers and records means inscribed, printed or written: documents; manuscripts or records including abstracts; and, books, deeds, drawings, films, maps or mortgages, all of which must be of value to the Insured. **Valuable papers and records** are not: money, securities and stamps; converted data programs or instructions used in the Insured's data processing operations; or, materials on which data is recorded.

water damage means the accidental discharge, escape, leakage, backup or overflow of water from piping, plumbing systems or tanks. **Water damage** does not mean or include anything defined as **flood** in this Policy.

wind means direct action of wind including substance driven by wind. **Wind** does not mean or include anything defined as **flood** in this Policy.

workplace accident means a sudden, fortuitous event that happens during working hours and arises out of work performed in the course and the scope of employment.

EDUCATION ENDORSEMENT

This Endorsement is a part of this Policy and the terms and conditions of this Policy are amended as described herein. All other terms and conditions of this Policy remain unchanged.

1. Emergency Evacuation Expense

This Policy covers the reasonable and necessary costs incurred by the Insured for the emergency evacuation and subsequent return of students, teachers, tenants or lawful occupants when the Insured's management, using reasonable discretion, or a civil authority orders the emergency evacuation of a **described location** as a direct result of immediately impending physical loss or damage of the type insured by this Policy.

Emergency Evacuation Expense Exclusions: As respects Emergency Evacuation Expense, the following additional exclusions apply:

This Policy excludes:

- a) The cost to move personal property of students, teachers, tenants or lawful occupants.
- b) The cost of temporary or permanent housing or lodging.
- c) Loss caused by or resulting from **terrorism**, regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.

This coverage is subject to the deductible provisions that would have applied had the physical loss or damage happened.

2. Fund Raising Expense

This Policy covers the expenses incurred by the Insured for fund raising activities or events when such fund raising activities or events are postponed or cancelled as a direct result of insured physical loss or damage to insured property at a location.

3. Prizes and Giveaways

This Policy covers motor vehicles and watercraft that are prizes and giveaways in the Insured's fund raising activities or events, while anywhere within this Policy's Territory, including while in transit.

4. Professional Employee Replacement Expense

This Policy covers the reasonable and necessary additional expenses above those normally incurred by the Insured during the Period of Liability to replace professional employees consisting of:

- a) Administrators;
- b) Professors;
- c) Teachers; and
- d) Research personnel,

Who have resigned as a direct result of insured physical loss or damage to insured property at a **location**.

Professional Employee Replacement Expense Exclusions: As respects Professional Employee Replacement Expense, the following additional exclusions apply:

This Policy does not insure:

- a) The cost of replacing third party contract employees or rehiring former employees who were employed by the Insured at the time of loss.

5. Research and Development Animals and Experiments

This Policy covers the following while at a **described location**:

- a) Research animals that are used in the Insured's research and development projects when such animals are fatally injured or their destruction is made necessary due to injuries as a direct result of insured physical loss or damage.
- b) Insured physical loss or damage to **research experiments**.

Research and Development Animal and Experiments Exclusions: As respects Research and Development Animals and Experiments, the following additional exclusions apply:

This Policy excludes loss or damage directly or indirectly caused by or resulting from the following:

- a) Sickness, disease, infection, infestation, death, destruction, injury, or any medical condition, all from natural causes; escape; failure to provide adequate care, nourishment, medicine or sanitary conditions; **contamination** of animals, food or medicine; errors in testing, experimenting or other work performed.

Research and Development Animals and Experiments Valuation: On property insured under this coverage, the loss amount will not exceed the following:

- a) On research animals, the purchase price of commercially available laboratory animals plus **project restoration costs**. If the research animal is not replaced or the project not restored, the purchase price of commercially available laboratory animal.
- b) On **research experiments**, the cost to repair, replace or restore the **research experiments** with others of like kind and quality plus **project restoration costs**. If the **research experiment** is not replaced or the project not restored, the replacement cost of the stock and supplies.
- c) **Project restoration costs** shall be limited to a 24 month period.

For purposes of this coverage:

Project restoration costs means the costs of researching, gathering and/or assembling information to restore the research animals or research experiments to the same degree of completion as existed prior to physical loss or damage insured by this Policy.

Research experiments means supplies, materials or equipment that are used or consumed solely in the research and development project.

6. Students and Teachers Personal Property

This Policy covers personal property of the type insured of students and teachers while at a described location, when such personal property is not in the Insured's custody.

7. Students and Teachers Relocation Expense

This Policy covers the reasonable and necessary students and teachers relocation expenses incurred by the Insured to relocate and return resident students, teachers, tenants or lawful occupants to other quarters within this Policy's Territory when student dorm rooms, rented space or living quarter(s) at a described location are made uninhabitable as a direct result of physical loss or damage insured by this Policy.

Students and Teachers Relocation Expense Exclusions: As respects Student and Teacher Relocation Expense, the following additional exclusions apply:

This Policy excludes:

- a) Loss caused by the termination of a lease or other agreement.
- b) Security deposits, rent or other payments made to the landlord or lessors of the new quarters.
- c) Down payments, purchase price, legal fees and closing costs for the purchase of new quarters.
- d) The cost of permanent housing or lodging.
- e) Loss or damage caused by or resulting from terrorism, regardless of any other cause or event, whether or not insured by this Policy, contributing concurrently or in any other sequence to the loss.

For purposes of this coverage, **students and teachers relocation expenses** means the cost to:

- a) Pack and transport personal property of the type insured of resident students, teachers, tenants or lawful occupants.
- b) Store such personal property while awaiting possession of other quarters or restoration of existing quarters.
- c) Search for new quarters.
- d) Disconnect and reconnect fixtures and equipment.
- e) Re-establish new utility services less refunds from discontinued services.

8. Tuition and Fees

The recoverable Tuition and Fees loss is the actual loss sustained by the Insured of tuition and fees which are prevented from being earned or received, less cost of goods, supplies or services sold or purchased which do not continue under contract during the Period of Liability:

The Period of Liability for this coverage will be:

The period of time:

- a) Starting from the time of insured physical loss or damage; and
- b) Ending the day before the beginning of the **school period** immediately following the time when, with due diligence and dispatch, the building and equipment could be:
 - i) Repaired or replaced; and
 - ii) iMade ready for operations;

Under the same or equivalent physical and operating conditions that existed prior to the loss or damage,

- c) However, when the period of repairing or replacing damaged building and equipment ends within 30 days immediately preceding the beginning of the first **school period** specified, the Period of Liability is extended to end on the day before the beginning of the second **school period**.

For purposes of this coverage:

tuition and fees means the tuition, fees, room and board and charges associated with enrollment, attendance and housing of students, regardless of the status or method of attending.

school period means the segment (semester, trimester, quarter etc.) of the academic year during which an academic credit may be earned.

9. Gross Earnings and Gross Profits Exclusion

- a) The following is added to Gross Earnings:

Gross Earnings Exclusions: As respects Gross Earnings, the following additional exclusion applies:

This Policy does not insure:

- i) tuition, fees, room and board and charges associated with enrollment, attendance and housing of students, regardless of the status or method of attending.

- b) The following is added to Gross Profits:

Gross Profits Exclusions: As respects Gross Profits, the following additional exclusion applies:

This Policy does not insure:

- i) tuition, fees, room and board and charges associated with enrollment, attendance and housing of students, regardless of the status or method of attending.

SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT

This Endorsement is applicable to all property in the United States, its territories and possessions and the Commonwealth of Puerto Rico.

Coverage for Certified Act of Terrorism Under The Terrorism Risk Insurance Act of 2002, as amended.

In consideration of a premium charged of USD 13,000, this Policy, subject to the terms and conditions therein and in this Endorsement, covers direct physical loss or damage to insured property and any resulting Business Interruption loss, as provided in the Policy, caused by or resulting from a **Certified Act of Terrorism**.

Notwithstanding anything contained elsewhere in this Policy, any exclusion or limitation of terrorism in this Policy and any endorsement attached to and made a part of this Policy, is hereby amended to the effect that such exclusion or limitation does not apply to a **Certified Act of Terrorism** as defined herein. This amendment does not apply to any limit of liability for a **Certified Act of Terrorism**, if any, stated under any Sub-Limits clause in the Declarations section of this Policy.

With respect to any one or more **Certified Act(s) of Terrorism**, this Company will not pay any amounts for which the Company is not responsible under the terms of the Terrorism Risk Insurance Act of 2002 (including subsequent action of Congress pursuant to the Act) which includes a provision stating that if the aggregate insured losses exceed USD 100,000,000,000 during any calendar year, neither the United States Government nor any insurer that has met its insurer deductible shall be liable for the payment of any portion of the amount of such losses that exceed USD 100,000,000,000. If the aggregate insured losses for all insurers exceed USD 100,000,000,000, your coverage may be reduced.

The coverage provided under this Endorsement for a **Certified Act of Terrorism** will be partially reimbursed by the United States Government under a formula established by Federal Law. Under this formula, the United States pays 80% of covered terrorism losses exceeding a statutorily established retention by the insurer referenced in this Policy. The premium charged for this coverage is provided above.

The terms and limitations of any **terrorism** exclusion, or the inapplicability or omission of **terrorism** exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Endorsement or the Policy.

The coverage provided by this Endorsement only applies to a **Certified Act of Terrorism**.

For the purposes of this Endorsement, a **Certified 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 pursuant to the federal Terrorism Risk Insurance Act of 2002 as amended. The criteria contained in that Act for a **Certified Act of Terrorism** include the following:

- a. The act resulted in aggregate losses in excess of USD 5,000,000; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

VERMONT

AMENDATORY ENDORSEMENT

With respect to any insured location in the State of Vermont this policy is amended:

CANCELLATION - This policy shall be cancelled at any time at the request of the Insured, in which case the Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time.

If this policy has been in effect for sixty (60) days or more, or this policy is a renewal of a policy issued by the Company, the Company may cancel this policy only for any of the following reasons:

1. Nonpayment of premium; or
2. Fraud or material misrepresentation affecting this policy or in the presentation of claims thereunder or violation of any provisions of this policy; or
3. Substantial increase in hazard provided the Company has secured approval for the cancellation from the Commissioner of Insurance.

If this policy has been in effect for less than 60 days it may be cancelled at any time by this Company by giving to the Insured forty-five days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired item, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be reimbursed on demand.

This policy may be cancelled by the Company by mailing or delivering to the named Insured, written notice of cancellation at least forty-five (45) days prior to the cancellation date. When cancellation is for nonpayment of premium the Company may cancel this policy by giving fifteen (15) days notice. Any cancellation notice shall state the reason for cancellation.

Notice will be by Certified Mail except that for cancellation for nonpayment of premium, notice may be by Certified Mail or Certificate of Mailing. The mailing of notice will be sufficient proof of notice.

NONRENEWAL - If the Company elects not to renew this policy, it shall mail or deliver to the Named Insured written notice of intention not to renew at least forty-five (45) days prior to the expiration date of this policy, or the anniversary date of this policy if this policy has been written for a term of more than one year. The nonrenewal notice is not necessary:

1. If the Company has declared willingness to renew this policy; or
2. If the premium has not been paid; or
3. If the Insured does not make any advance payment required by the Company for renewal of this policy; or
4. If any property designated in this policy is insured under any other policy.

RENEWAL - If the Company elects to renew this policy and has the information necessary to do so at least forty-five (45) days before this policy will expire, the Company will write to the Named Insured advising of its intention to renew this policy and the premium to be paid by the named Insured.

If the Company does not comply with the provisions set forth in the foregoing paragraph, the Insured shall be granted renewal coverage at the rate or premium in effect under the expiring or expired policy or at rates in effect on the expiration date, which have been approved by the Commissioner. This shall be done on a pro rata basis and shall

continue for forty-five (45) days after the company confirms renewal coverage and premium. This provision shall not apply if the Insured accepts the renewal policy.

PAYMENT OF LOSS - After settlement has been agreed upon, the Company shall mail payment in amount agreed to claimant and/or loss payee within ten (10) working days, unless a further delay is mandated under an order by a court of competent jurisdiction or required by law.

SCHEDULE OF SUB-LIMITED LOCATIONS

Sub-Limited Location Schedule

Loc. No.	Title	Address
112	Castleton University (Leavenworth Hall)	6 Alumni Drive, Castleton, Vermont, 05735-4453, USA
Sub-limit of liability: Location Limit		USD 11,457,000
217	NVU - Johnson (Library Learning Ctr)	212 Pond Road, Johnson, Vermont, 05656-9898, USA
Sub-limit of liability: Location Limit		USD 17,153,797
407	Vermont Technical College (Green Hall)	150 Admin Drive, Randolph Center, Vermont, 05061, USA
Sub-limit of liability: Location Limit		USD 10,800,000
490	VTC Nursing/Telepresence	65 Lawrence Place, Williston, Vermont, 05495-7165, USA
Sub-limit of liability: Location Limit		USD 572,475